AGENDA
BRADENTON CITY COUNCIL MEETING
8:30 a.m. Wednesday, April 8, 2026
CITY HALL COUNCIL CHAMBERS - 101 OLD MAIN STREET

REVISED AGENDA

1. INVOCATION & PLEDGE

Vice Mayor Jayne Kocher

(The City does not endorse the religious beliefs of any speaker.)

2. MEETING CALLED TO ORDER

3. PROCLAMATIONS

a) Legislative: National Public Safety Telecommunicators Week
National Public Safety Telecommunicators Week Proclamation
b) Legislative: Crime Victims' Rights Week
Crime Victims Rights Week Proclamation
c) Legislative: Child Abuse Prevention Month
Child Abuse Prevention Month Proclamation
d) Legislative: National Arbor Day
National Arbor Day Proclamation

4. PRESENTATIONS

5. CITIZEN COMMENTS

Citizen comment will be accepted during the Citizen Comment portion of the meeting on any non-agenda item, agenda item, future agenda item or topic of relevance to the City. Comments will be accepted on the public hearings at the appropriate time.

6. CONSENT AGENDA

a) Administrative Services: Resolution 26-32 - State Housing Initiatives Partnership (SHIP) Loan Approval
Resolution 26-32
Contractor Bids Received
Homeowner Selection of Contractor
Statement of Work

b) Administrative Services: Resolution 26-33 - State Housing Initiatives Partnership (SHIP) Loan Approval
Resolution 26-33
Contractor bids received
Homeowner Selection of Contractor
Statement of Work

c) Administrative Services: Resolution 26-34 - 2026-2029 SHIP Local Housing Assistance Plan (LHAP)
Resolution 26-34
Certification to Florida Housing Finance Corporation

d) City Administration: First Amendment to Water Tank Lease Agreement with New Cingular Wireless PCS, LLC
First Amendment to Water Tank Lease Agreement with New Cingular Wireless PCS, LLC

e) City Administration: Second Amendment to Water Tank Lease Agreement with T-Mobile South LLC
Second Amendment to Water Tank Lease Agreement with T-Mobile South LLC

f) Clerk: Minutes from the March 11, 2026, City Council Meeting
03-11-2026 City Council Meeting Minutes

g) Clerk: Minutes from the March 11, 2026, City Council Workshop
03-11-2026 City Council Workshop MInutes

h) Clerk: Minutes from the March 25, 2026, City Council Meeting
03-25-2026 City Council Meeting Minutes

i) Event Review Committee: Bradenton Alive 4th of July Celebration
Bradenton Alive 4th of July Celebration Application and Site Plan

j) Finance: Budget Adjustment BA26-03
Budget Adjustment BA26-03

k) Legal: Opioid Litigation - Proposed Settlement with Six Remnant Defendants

l) Public Works & Utilities: Change Order No. 1 for Lift Station 23 Force Main Compression Fit Project
Change Order 1

m) Public Works & Utilities: Change Order No. 6 for the Water Reclamation Facility (WRF) 4th Clarifier
Change Order 6

n) Public Works & Utilities: Grant Agreement L0151 with the Florida Department of Environmental Protection (FDEP) for the Sanitary Sewer Lining Program
Grant Agreement L0151 with the FDEP

o) Purchasing: Agreements for Public Works and Utilities Capital Improvement Project Management Services with AlfKa, LLC; CPH Consulting, LLC; NorthStar Contracting Group, Inc.; V and A Consulting Engineers; and Woodard and Curran, Inc.
Agreement for Public Works and Utilities Capital Project Management Services with AlfKa LLC

Agreement for Public Works and Utilities Capital Project Management Services with CPH Consulting, LLC

Agreement for Public Works and Utilities Capital Project Management Services with NorthStar Contracting Group, Inc.
Agreement for Public Works and Utilities Capital Project Management Services with V and A Consulting Engineers
Agreement for Public Works and Utilities Capital Project Management Services with Woodard and Curran, Inc.

p) Purchasing: Amendment No. 1 to Agreement PB-25-029NT with Brett M. Muscat D/B/A Muscat Painting & Decorating
Amendment No. 1 to Agreement PB-25-029NT with Brett M. Muscat D/B/A Muscat Painting & Decorating

q) City Administration: Proposal with Woodard and Curran for the Fiscal Initiative Plan (FIP) for Drinking Water
Proposal from Woodard and Curran

r) City Administration: Proposal with Woodard and Curran for the Fiscal Initiative Plan (FIP) for Stormwater
Proposal from Woodard and Curran

7. BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

a) Police: FY 2025-26 Edward Byrne Memorial Justice Assistance Grant Submission (JAG) - PUBLIC HEARING
FY 2025-26 Justice Assistance Grant Application

b) Planning & Community Development: ORDINANCE 4072 - FIRST READING AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, ANNEXING INTO THE CITY OF BRADENTON CERTAIN REAL PROPERTY CONTIGUOUS THERETO, GENERALLY LOCATED EAST OF 50TH STREET WEST AND APPROXIMATELY 70 FEET SOUTH OF MANATEE AVE WEST, IDENTIFIED AS 507 50TH STREET WEST (PARCEL ID 3629100003) AND 509 50TH STREET WEST (PARCEL ID 3629000005), AND MORE PARTICULARLY DESCRIBED HEREIN, CONTAINING APPROXIMATELY 0.397 ACRES TOTAL AND OWNED BY SHIV OHM PL, AND ZEEVA RE, LLC, RESPECTIVELY, PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR AMENDMENT OF THE CITY BOUNDARIES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.
Ordinance 4072
Staff Report
Application

c) Legal: ORDINANCE 4075 - FIRST READING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING PART 1, CHARTER AND RELATED LAWS, SUBPART B, RELATED LAWS, ARTICLE III, FIREFIGHTERS' RETIREMENT SYSTEM, OF THE CITY OF BRADENTON, FLORIDA; AMENDING SECTION 1, DEFINITIONS, TO EXCLUDE CONTRACTED SPECIAL DETAILS FROM THE DEFINITION OF SALARY; AMENDING SECTION 5 (1), CONTRIBUTIONS, TO LOWER THE EMPLOYEE CONTRIBUTION TO 9% EFFECTIVE UPON RATIFICATION, TO 8% EFFECTIVE OCTOBER 1, 2026 AND TO 7% EFFECTIVE OCTOBER 1, 2027; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEAL OF ORDINANCES OR RESOLUTIONS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

Ordinance 4075
Actuarial Impact Statement

d) City Administration: ORDINANCE 4076 - FIRST READING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, RELATING TO THE PROVISION OF SERVICES, FACILITIES, PROGRAMS, AND LOCAL IMPROVEMENTS WITHIN THE CITY OF BRADENTON, FLORIDA; ADOPTING CHAPTER 75 OF THE CITY OF BRADENTON CODE OF ORDINANCES ENTITLED "MASTER CAPITAL PROJECT AND SERVICE ASSESSMENTS"; AUTHORIZING THE IMPOSITION AND COLLECTION OF SPECIAL ASSESSMENTS AGAINST PROPERTY WITHIN THE CITY OF BRADENTON; PROVIDING CERTAIN DEFINITIONS AND DEFINING THE TERMS "ASSESSMENT," "SERVICE ASSESSMENT," AND "CAPITAL ASSESSMENT"; PROVIDING FOR THE CREATION OF ASSESSMENT AREAS; ESTABLISHING THE PROCEDURES FOR IMPOSING CAPITAL AND SERVICE ASSESSMENTS; ESTABLISHING PROCEDURES FOR NOTICE AND ADOPTION OF ASSESSMENT ROLLS; PROVIDING THAT ASSESSMENTS CONSTITUTE A LIEN ON ASSESSED PROPERTY UPON ADOPTION OF THE ASSESSMENT ROLL; PROVIDING THAT THE LIEN FOR AN ASSESSMENT COLLECTED PURSUANT TO SECTIONS 197.3632 AND 197.3635, FLORIDA STATUTES, UPON PERFECTION SHALL ATTACH TO THE PROPERTY ON THE PRIOR JANUARY 1, THE LIEN DATE FOR AD VALOREM TAXES; PROVIDING THAT A PERFECTED LIEN SHALL BE EQUAL IN RANK AND DIGNITY WITH THE LIENS OF ALL STATE, CITY, DISTRICT, OR MUNICIPAL TAXES AND ASSESSMENTS AND SUPERIOR IN DIGNITY TO ALL OTHER PRIOR LIENS, MORTGAGES, TITLES, AND CLAIMS; AUTHORIZING EXEMPTIONS; PROVIDING PROCEDURES FOR COLLECTION OF ASSESSMENTS; PROVIDING A MECHANISM FOR THE IMPOSITION OF ASSESSMENTS ON GOVERNMENT PROPERTY; PROVIDING FOR ISSUANCE OF OBLIGATIONS; DECLARING THE PROVISIONS OF THIS ORDINANCE TO BE SUPPLEMENTAL, ADDITIONAL, AND AN ALTERNATIVE METHOD; PROVIDING FOR APPLICABILITY AND SEVERABILITY; PROVIDING FOR CONFLICTS AND CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.
Ordinance 4076

8. NEW BUSINESS BY DEPARTMENT HEADS, CITY ATTORNEY AND COUNCIL

a) Purchasing: Partial Guaranteed Maximum Price (GMP) Amendment to Agreement for Construction Management at Risk Services for the City of Bradenton City Park Project (Phase 1)
Partial GMP Amendment for Phase I

9. UNFINISHED BUSINESS

a) City Administration: Purchase of Property between New Rogers Garden Limited Partnership and the Housing Authority of the City of Bradenton

10. COUNCIL REPORTS

11. DEPARTMENT HEAD REPORTS

12. ADJOURN

RULES OF PROCEDURE FOR AGENDA AND PUBLIC APPEARANCES BEFORE CITY COUNCIL

Please place all cell phones on silent!

PRIOR TO COUNCIL MEETING: Appointments on the agenda, all items from Department Directors and other interested parties must be submitted before 12:00 p.m. on the Wednesday preceding the Council meeting. Anyone wishing to be placed on the agenda must contact Tamara Melton, City Clerk, at City Hall by phone 941-932-9463 or email: tamara.melton@bradentonfl.gov and give their name, business name (if applicable), whether they are resident taxpayers of the City and their business before Council. Appearances before Council will be authorized by the Mayor or Councilperson in charge of the meeting. NOTE: The Mayor may ask a city department to look into an issue prior to the meeting to see if the issue can be resolved. If the Mayor or Councilperson in charge of the meeting feels the request is justified, they will instruct the City Clerk as to its placement on the agenda.

Non-Discrimination Statement: The City of Bradenton prohibits discrimination in all of its services, programs or activities on the basis of race, color, age, disability, sex, national origin, religion, genetic information or marital status. Persons with a disability needing a reasonable accommodation to participate in, or who require assistance or an alternative means for communication of program information such as Braille, large print, etc., should contact as soon as possible, but at least 48 hours in advance:

City of Bradenton
ADA/Title VI Coordinator
101 Old Main Street
Bradenton, FL 34205
ADACoordinator@cityofbradenton.com
941-932-9400
TTY: 7-1-1 or 1-800-955-8771

La ciudad de Bradenton proveera servicio de interprete a las personas quienes su primer lenguage no es el ingles. Si necesita estos servicios, usted o su representante puede comunicar al ADA/Title VI Coordinator, 101 Old Main Street, Bradenton, FL 34205. Tambien puede llamar al (941) 932-9470 o enviar correo electronico a ADACoordinator@cityofbradenton.com

AT COUNCIL MEETING:

Citizen comment will be accepted during the Citizen Comment portion of the meeting on any non-agenda item, agenda item, future agenda item or topic of relevance to the City. Citizen comment related to any public hearing item shall be provided during the duly noticed public hearing in order to maintain an accurate record of the proceedings. All citizen comments related to quasi-judicial items are required to be under oath and such comments will be invited to be presented during the duly noticed public hearing for such items.

If an individual (or agent) wishes to address the City Council, they should complete a comment card available at the back of the Chamber and submit such card to the City Clerk.

At the appropriate time during the meeting, the Mayor will call speakers to come forward. After being recognized by the Mayor, the individual should come to the podium and, for the public record, state their name and address, and then provide any relevant comments or testimony related to the item they wish to address. In the case of an agent, they shall identify themselves and the party they represent. The speaker should then proceed to state their position or present their information.

An individual appearance for citizen comment will be limited to three (3) minutes unless additional time is permitted by the Mayor or consensus of the Council. Additional time will be allowed (up to 10 minutes at the discretion of the Mayor or consensus of the Council) for public hearing items if the speaker is officially representing a group of five or more people, provided that written authorization is provided that the person is authorized to speak on behalf of the group.

Note: If handouts are being distributed, please provide a minimum of ten (10) copies to the City Clerk. If you wish to display a drawing or rendering, contact Tamara Melton, as indicated above, prior to the meeting. Any submissions

commented on, photographs, letters, renderings, etc. will be kept by the City Clerk for the official record.

PURSUANT TO FLORIDA STATUTE 286.0105: If an individual decides to appeal any decision made by the board, council, agency, or commission at this meeting, such individual will need a record of the proceedings, and for such purpose may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

PLEDGE OF PUBLIC CONDUCT We, the Mayor, City Council and Employees of the City of Bradenton, agree to: *Establish a process to promote positive interaction among ourselves and the citizens of Bradenton in a positive and non-threatening environment. *Encourage visible, involved and active participation among all. *Promote improved communication through active listening, providing feedback and honest expression of ideas. *Utilize consensus for decision making. *We realize that though we may disagree, we will be respectful of each other. *We will direct all comments to the issues and will avoid personal attacks.

AGENDA ITEM NO. 3.a

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: April 8, 2026

SUBMITTED BY: Kelly Thomas, Legislative

ITEM TYPE: Proclamation

AGENDA SECTION: PROCLAMATIONS

SUBJECT: National Public Safety Telecommunicators Week

SUGGESTED ACTION: N/A

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
N/A

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
N/A

ATTACHMENTS:
National Public Safety Telecommunicators Week Proclamation

City of Bradenton
Office of the Mayor

Proclamation

By virtue of the authority vested in me as Mayor of the City of Bradenton, I do hereby issue this proclamation honoring

National Public Safety Telecommunicators Week
April 12-18, 2026

Whereas, emergencies can occur at any time that require police, fire or emergency medical services; and

Whereas, when an emergency occurs the prompt response of police officers is critical to the protection of life and preservation of property; and

Whereas, the safety of our police officers is dependent upon the quality and accuracy of information obtained from citizens who telephone the City of Bradenton emergency communications center; and

Whereas, public safety telecommunicators are the first and most critical contact our citizens have with emergency services; and

Whereas, they are a vital link for our police officers by monitoring their activities by radio, providing them information and ensuring their safety; and

Whereas, public safety telecommunicators of the Bradenton Police Department have contributed substantially to the apprehension of criminals. Each dispatcher continually exhibits compassion, understanding and professionalism during the performance of their job.

Now, Therefore Be It Resolved that, I, Gene Brown, as Mayor of the City of Bradenton, Florida, do hereby proclaim April 12-18, 2026, as ***National Public Safety Telecommunicators Week*** in Bradenton, in honor of the men and women whose diligence and professionalism keep our city and citizens safe.

Gene Brown
Mayor
April 8, 2026

AGENDA ITEM NO. 3.b

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: April 8, 2026

SUBMITTED BY: Kelly Thomas, Legislative

ITEM TYPE: Proclamation

AGENDA SECTION: PROCLAMATIONS

SUBJECT: Crime Victims' Rights Week

SUGGESTED ACTION: N/A

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
N/A

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
N/A

ATTACHMENTS:
Crime Victims Rights Week Proclamation

City of Bradenton

Office of the Mayor

Proclamation

By virtue of the authority vested in me as Mayor of the City of Bradenton, I do hereby issue this proclamation honoring

Crime Victims' Rights Week
April 17-23, 2026

Whereas, the term "victim" is more than just a label and has legal standing and protections that go along with it; and

Whereas, crime victims' rights passed here in Florida and at the federal level guarantee victims the right to meaningfully participate and use their voice in the criminal justice process. Victim service providers, advocates, law enforcement officers, attorneys, and other allied professionals can help survivors find their justice by enforcing these rights; and

Whereas, the right to provide an impact statement ensures that victims' voices are considered in court during the sentencing and, when applicable, restitution processes; and

Whereas, including and elevating the voices of survivors makes certain they are heard and seen and creates a path to forging and sustaining community trust; and

Whereas, engaging survivors create responses and services that are credible, meaningful, and centered on individual needs; and

Whereas, survivors' lived experience can serve as a catalyst for implementing innovative programs, shifting existing programs in new directions, and changing policies or practices that prevent survivors from accessing services or pursuing justice; and

Whereas, National Crime Victims' Rights Week provides an opportunity to recommit to listening to crime survivors in every space where decisions are made that could impact them. Manatee County Sheriff Office Victim Advocate Unit is dedicated to amplifying the voices of survivors and creating an environment where survivors have the confidence that they will be heard, believed and supported.

Now, Therefore Be It Resolved that, I, Gene Brown, as Mayor of the City of Bradenton, Florida, do hereby proclaim April 17-23, 2026, as ***Crime Victims' Rights Week*** in Bradenton.

Gene Brown
Mayor
April 8, 2026

AGENDA ITEM NO. 3.c

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: April 8, 2026

SUBMITTED BY: Kelly Thomas, Legislative

ITEM TYPE: Proclamation

AGENDA SECTION: PROCLAMATIONS

SUBJECT: Child Abuse Prevention Month

SUGGESTED ACTION: N/A

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
N/A

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
N/A

ATTACHMENTS:
Child Abuse Prevention Month Proclamation

City of Bradenton
Office of the Mayor

Proclamation

By virtue of the authority vested in me as Mayor of the City of Bradenton, I do hereby issue this proclamation honoring

Child Abuse Prevention Month
April 2026

Whereas, child abuse and neglect remain critical issues in Manatee County, with more than 200 children removed from their homes each year – a rate of 5.3 per 100 children compared to the statewide rate of 3.7; and

Whereas, the leading causes of child removal in Manatee County are caregiver substance misuse and inadequate supervision, demonstrating the urgent need for prevention, education, and family stabilization support; and

Whereas, child abuse and neglect can cause severe, costly, and lifelong problems among society and victims, such as social, criminal, and academic difficulties, and emotional, physical, and mental health challenges; and

Whereas, 36.84 percent of children in Manatee County who entered foster care achieved a safe, permanent home within 12 months – exceeding the statewide rate of 30.2 percent and reflecting the strength of a coordinated community response; and

Whereas, research shows parents and caregivers who have social networks and seek support systems in time of need or trouble are more resilient, less isolated, and better able to provide safe environments for their children; and

Whereas, individuals, businesses, schools, and community and faith-based organizations must support the emotional, social, physical, academic and mental development and wellbeing of all children; and

Whereas, during April, Prevent Child Abuse in Manatee County and Pinwheels for Prevention, in collaboration with community partners, will lead coordinated efforts to prevent child abuse and neglect by promoting awareness of healthy child development, positive parenting, and strong family relationships.

Now, Therefore Be It Resolved that, I, Gene Brown, as Mayor of the City of Bradenton, Florida, do hereby proclaim April 2026 as **Child Abuse Prevention Month**, and urge all citizens to engage in activities whose purpose is to strengthen families and communities.

Gene Brown
Mayor
April 8, 2026

AGENDA ITEM NO. 3.d

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: April 8, 2026

SUBMITTED BY: Kelly Thomas, Legislative

ITEM TYPE: Proclamation

AGENDA SECTION: PROCLAMATIONS

SUBJECT: National Arbor Day

SUGGESTED ACTION: N/A

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
N/A

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
N/A

ATTACHMENTS:
National Arbor Day Proclamation

City of Bradenton
Office of the Mayor

Proclamation

By virtue of the authority vested in me as Mayor of the City of Bradenton, I do hereby issue this proclamation honoring

National Arbor Day
April 24, 2026

Whereas, in 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees. This holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

Whereas, Arbor Day is now observed throughout the nation and the world; and

Whereas, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce oxygen and provide habitat for wildlife; and

Whereas, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products; and

Whereas, trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community; and

Whereas, trees, wherever they are planted, are a source of joy and spiritual renewal.

Now, Therefore Be It Resolved that, I, Gene Brown, as Mayor of the City of Bradenton, Florida, do hereby proclaim April 24, 2026 as National Arbor Day and urge all citizens to support efforts to protect our trees and woodlands, and to support our city's urban forestry program by planting trees. By planting trees, we help to promote the wellbeing of present and future generations and enhance our community.

Gene Brown
Mayor
April 8, 2026

AGENDA ITEM NO. 6.a

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: April 8, 2026

SUBMITTED BY: Dietra Barfield, Administrative Services

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 26-32 - State Housing Initiatives Partnership (SHIP) Loan Approval

SUGGESTED ACTION: Approve the SHIP loan for $52,230.00 for 1625 14th Avenue East, Bradenton, FL 34208. The bid submitted by Construction by Cadena for $52,230.00 was determined to be the most responsive bid.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
This loan will provide $52,230.00 in Housing Rehabilitation (SHIP) funding to rehabilitate single-family home located in Ward 5 at 1625 14th Avenue East, Bradenton, FL 34208. The funding is provided to the homeowner as a repayable loan with monthly payments.

FINANCIAL IMPACT:
The City of Bradenton receives SHIP funding on an annual basis for housing related activities. (SHIP Fund 180).

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by the City Attorney Scott Rudacille.

SUGGESTED MOTION:
Motion to approve Resolution 26-32.

ATTACHMENTS:

Resolution 26-32
Contractor Bids Received
Homeowner Selection of Contractor
Statement of Work

CITY OF BRADENTON
RESOLUTION NUMBER 26-32

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, APPROVING SHIP REHABILITATION LOAN FOR 1625 14th AVENUE EAST BRADENTON, FL 34208 FOR $52,230.00; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS the City Council for the City of Bradenton wishes to preserve its affordable housing stock by providing funds for housing rehabilitation; and

WHEREAS, homeowner **Yolanda Mays** (the "Owner") was determined eligible to receive assistance with rehabilitation of her home located at **1625 14th Avenue East, Bradenton, FL 34208**; and

WHEREAS the City awards funding for housing rehabilitation projects through an open, competitive bidding process, and the bid submitted by Construction by Cadena LLC for $52,230.00 was determined to be the most responsive bid.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA:

1. The City of Bradenton hereby approves the Housing Rehabilitation loan in the amount of $52,230.00 to the Owner for the property located at 1625 14th Avenue East, Bradenton, Florida 34208;
2. The City Housing and Community Development Manager is authorized, pursuant to Resolution 25-26 and Section 2-236 of the City Code, to execute the City of Bradenton Housing and Community Development Division Homeowner Agreement and related documents with the Owners, consistent with this Resolution; and
3. This Resolution shall take effect immediately upon its adoption.

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 8TH DAY OF APRIL 2026.

ATTEST:

Tamara Melton CITY CLERK	Gene Brown MAYOR

APPROVED AS TO FORM:

Scott Rudacille
CITY ATTORNEY

5528635v1

Contractor Bids Received

Date: March 12, 2026 @ 1:00 p.m.

Project: Yoland Mays
1625 14th Ave E
Bradenton, FL 34208

Program: SHIP- HOUSING REHABILITATION ASSISTANCE PROGRAM

Contractor	**Proposal Budget**	Received by:	Date:
Herman Cadena	$52,230.00	Dietra Barfield	3/12/26
Pinnacle group	$32,569.00	Vicki White	3/12/26

Opened by:

Dietra Barfield

Housing and Community Development

The Friendly City

CITY OF BRADENTON
Housing and Community Development Division
101 Old Main Street
Bradenton, Florida
Phone: (941) 932-9400

Homeowner Selection of Contractor

I, **Yolanda Mays,** along with **Vicki White, Housing and Community Development Manager,** have reviewed all the bids that were received by the City of Bradenton on my behalf for the rehabilitation of my home located at:

1625 14th Ave E, Bradenton, FL 34208

The bids that were received are as follows:

Herman Cadena	$52,230.00
Pinnacle Group	$32,569.20

I, **Yolanda Mays** select the following contractor and bid to be awarded the contract to rehabilitate my home. I further understand that any contractor that I select must be approved by the Housing and Community Development Manager who retains the right to reject any contractor.

Herman Cadena — Contractor

$52,230.00 — Bid amount

[signature] — Signature

03-16-26 — Date

WORK SPECIFICATIONS

Client: Yolanda Mays
Property: 1625 14th Ave E
Bradenton, FL 34208
Telephone: (941)737-3597

Contact for Information:
VICKI WHITE
CITY OF BRADENTON

Total Bid:	0.00
Change Orders	0.00
Adjusted Bid:	0.00

Revised on 3.6.26

Materials + Labor

1. GENERAL REQUIREMENTS - DISCLAIMER

General Requirements - DISCLAIMER
HOUSING & COMMUNITY DEVELOPMENT ASSUMES NO RESPONSIBILITY OR LIABILITY.

All work specified is not conclusive. All measurements, and quantities in this work write-up are approximate. Prior to bid submittal, all contractors are required to verify exact measurements, sizes and quantities; and to know job conditions, and to immediatly notify the Housing & Community Development Department of any other necessary work to achieve quality finish products that meet or exceed applicable specs and codes prior to contract signing. The specified items in this work write up DO NOT preempt any current applicable codes enforced by the permitting authority having jurisdiction.

2. OVERHEAD & PROFIT

OVERHEAD & PROFIT
Overhead and profit is capped at 20%

3. INSTALL A BATTERY OPERATED SMOKE DETECTOR

3.00 EACH

INSTALL A BATTERY OPERATED SMOKE DETECTOR
Install a UL listed battery operated smoke detector with test button.

- Replace the smoke detector in the hallway
- install two additional smoke detectors

4. PRESSURE WASH EXTERIOR WALLS

1.00 DU

PRESSURE WASH EXTERIOR WALLS

Materials + Labor

5. PAINT EXTERIOR SURFACES OF MASONRY WALLS (*)

1662.00 SF

PAINT EXTERIOR SURFACES OF MASONRY WALLS (*)
Apply sealer if necessary and 2 coats of masonry paint as per manufacturers specification. Homeowner may select up to two colors.

- Include wood gable ends and all wood trim around the home
- Remove all shutters and dispose

6. NEW MOTION ACTIVATED DUAL FLOOD LIGHT FIXTURE & WIRING (*)

7.00 EACH

NEW MOTION ACTIVATED DUAL FLOOD LIGHT FIXTURE & WIRING (*)
Remove any existing flood light fixtures. Install a new motion activated dual floodlight with floodlamps and new wiring. Fixture allowance $30.00.

7. REPLACE LOOSE STUCCO ON MASONRY WALL SURFACES

2.00 SY

REPLACE LOOSE STUCCO ON MASONRY WALL SURFACES
Remove all loose stucco and rake out all loose mortar in joints. Apply new cement stucco. Outer surface of new stucco to be even with remaining stucco. Texture to be as close to adjoining texture as possible.

- Repair around the front door and side pedestrian door

8. INSTALL A WALK-IN SHOWER

1.00 EACH

INSTALL A WALK-IN SHOWER
Remove bathtub and surrounding materials and install a walk-in shower, complete with tiled walls, plumbing, fixtures, shower curtain rod and grab bars. Fixtures will include a handheld shower that can be adjusted so that a person can use it sitting down in a shower chair or standing up.

- (Guest bathroom)
Only retile shower walls with new tile and replace the rest of the bathroom walls with moisture-resistant drywall. Customer can select up to two paint colors.

9. PLUMBING INSPECTION

1.00

Plumbing Inspection
A plumbing inspection must be done before work starts

- Contractor will need to submit a change order to cover the cost of the recommended repairs (Guest bathroom)

10. INSTALL A CEILING VENT

1.00 EACH

INSTALL A CEILING VENT
Wire and install a new 70 CFM vent fixture in ceiling with new switch. Remove any attic insulation from around fixture.

- Replace ceiling vent in guest bathroom

11. ADA-COMPLIANT TOILET

1.00 EACH

ADA-COMPLIANT TOILET
Install and ADA-compliant WaterSense toilet Include solid plastic white seat, plastic supply pipe, anti-syphon ballcock, brass stop valve and wax seal. All work and equipment shall meet all applicable codes.

- Guest bathroom

12. INSTALL A INTERIOR PREHUNG 6-PANEL DOOR (*)

2.00 EACH

INSTALL A INTERIOR PREHUNG 6-PANEL DOOR (*)
Install a new 6-panel prehung hardboard or masonite door with a door stop, split jamb, casing and a new lockset. Lockset to be appropriate for door type--privacy or passage.Purchase allowance: $15.00 for lockset.

- Master bathroom
- Guest bathroom(widen 32")

13. BATHROOM VANITY CABINET & INTEGRAL CULTURED MARBLE TOP W/BOWL

1.00 EACH

BATHROOM VANITY CABINET & INTEGRAL CULTURED MARBLE TOP W/BOWL (*)

FURNISH AND INSTALL A MEDIUM-PRICED, STANDARD-STOCK CABINET AND/OR COUNTERTOP. Cabinets shall be made by a professional cabinet maker or cabinet manufacturer. Homeowners shall make selection of color and style from within the offered group of medium-priced, standard-stock cabinets and/or countertops. Install a cultured marble countertop with intregal bowl and back and end splashes. Customer will have a $300 allowance for the vanity, including top.

- Install in guest bathroom and include a faucet. Customer will have a $100 allowance for the faucet.

Materials + Labor

14. NEW SHOWER FLOOR

1.00 EACH

NEW SHOWER FLOOR
Remove existing shower floor and replace with new tile.

-(Master bathroom) Replace shower pan and retile shower floor and walls.

15. INSTALL CERAMIC TOWEL BAR ON WALL

1.00 EACH

Install ceramic towel bar on wall
Install ceramic towel bar on wall that matches any existing towel bars in the bathroom. Include the cost of a towel bar rod in the bid.

- (Master bathroom)

16. INSTALL WOOD LAMINATE FLOORING

672.00 SF

Install wood laminate flooring
Install wood klaminate flooring in specified areas. Customer to select from in-stock flooring with a maximum allowance of 3.50 per square foot.

(Bedroom located in the back of the home)
** Customer is has approved LVP Flooring**

17. INSTALL A NEW ALUMINUM FRAME WINDOW SCREEN UNIT

1.00 EACH

INSTALL A NEW ALUMINUM FRAME WINDOW SCREEN UNIT
Install a new removable aluminum frame window screen unit to fit snugly in existing window opening. Color to be compatible with existing window unit.

-Window on back of house

18. TERMITE INSPECTION

1.00 EACH

Termite inspection
Schedule a termite inspection prior to beginning work. A change order may be submitted to cover the cost of treating infestation.

Materials + Labor

19. LEAD-BASED PAINT TESTING

1.00 EACH

LEAD-BASED PAINT TESTING- Home was built in 1974

Home will be tested for lead-based paint on interior and exterior painted surfaces. A copy of the report will be orwarded to the Housing and Community Development Division. If lead-based paint is found, the contractor will submit a change order to cover the cost of lead-based paint abatement. TESTING (INITIAL AND CLEARANCE) AND ABATEMENT MUST BE COMPLETED BY TWO DIFFERENT FIRMS.

AGENDA ITEM NO. 6.b

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: April 8, 2026

SUBMITTED BY: Dietra Barfield, Administrative Services

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 26-33 - State Housing Initiatives Partnership (SHIP) Loan Approval

SUGGESTED ACTION: Approve the SHIP loan $8,040.00 for 1011 13th Street East, Bradenton, FL 34208. The bid submitted by Construction by Cadena for $8,040.00 was determined to be the most responsive bid.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
This loan will provide $8,040.00 in Housing Rehabilitation (SHIP) funding to rehabilitate single-family home located in Ward 5 at 1011 13th Street East, Bradenton, FL 34208. The bid submitted by Construction by Cadena for $8,040.00 was determined to be the most responsive bid for this project.

FINANCIAL IMPACT:
The City of Bradenton receives SHIP funding on an annual basis for housing related activities. (SHIP Fund 180).

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by the City Attorney Scott Rudacille.

SUGGESTED MOTION:
Motion to approve Resolution 26-33.

ATTACHMENTS:

Resolution 26-33
Contractor bids received
Homeowner Selection of Contractor
Statement of Work

CITY OF BRADENTON

RESOLUTION NUMBER 26-33

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, APPROVING SHIP REHABILITATION LOAN FOR 1011 13th STREET EAST BRADENTON, FL 34208 FOR $8,040.00; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council for the City of Bradenton wishes to preserve its affordable housing stock by providing funds for housing rehabilitation; and

WHEREAS, homeowner **Patricia Adams** (the "Owner") was determined eligible to receive assistance with rehabilitation of her home located at **1011 13th Street East, Bradenton, FL 34208**; and

WHEREAS, the City awards funding for housing rehabilitation projects through an open, competitive bidding process, and the bid submitted by Construction by Cadena LLC for $8,040.00 was determined to be the most responsive bid.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA:

1. The City of Bradenton hereby approves the Housing Rehabilitation loan in the amount of $8,040.00 to the Owner for the property located at 1011 13th Street East, Bradenton, Florida 34208; and
2. The City Housing and Community Development Manager is authorized, pursuant to Resolution 25-26 and Section 2-236 of the City Code, to execute the City of Bradenton Housing and Community Development Division Homeowner Agreement and related documents with the Owners, consistent with this Resolution; and
3. This Resolution shall take effect immediately upon its adoption.

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 8th DAY OF APRIL 2026.

ATTEST:

Tamara Melton
CITY CLERK

Gene Brown
Mayor

APPROVED AS TO FORM:

Scott Rudacille
CITY ATTORNEY

Contractor Bids Received

Date: March 12, 2026 @ 1:00 p.m.

Project: Patricia Adams
1011 13th St E

Bradenton, FL 34208

Program: SHIP- HOUSING REHABILITATION ASSISTANCE PROGRAM

Contractor	**Proposal Budget**	Received by:	Date:
Herman Cadena	$ 8,040.00	Dietra Barfield	3/12/26

Opened by:

Housing and Community Development

The Friendly City

CITY OF BRADENTON
Housing and Community Development Division
101 Old Main Street
Bradenton. Florida
Phone: (941) 932-9400

Homeowner Selection of Contractor

I, **Patricia Adams,** along with **Dietra Barfield, Housing and Community Development Specialist,** have reviewed all the bids that were received by the City of Bradenton on my behalf for the rehabilitation of my home located at:

1011 13th St E, Bradenton, FL 34208

The bids that were received are as follows:

Herman Cadena	$8,040.00

I, **Patricia Adams** selected the following contractor and bid to be awarded the contract to rehabilitate my home. I further understand that any contractor that I select must be approved by the Housing and Community Development Manager who retains the right to reject any contractor.

Herman Cadena — Contractor Selected
8,040.00 — Bid amount

Patricia Adams — Signature
3-17-26 — Date

WORK SPECIFICATIONS

Client: Patricia Adams
Property: 1011 13th Street E
Bradenton, FL 34208
Telephone:

Contact for Information:
VICKI WHITE
CITY OF BRADENTON

Total Bid:	0.00
Change Orders	0.00
Adjusted Bid:	0.00

Revised on 3.5.26

Materials + Labor

1. GENERAL REQUIREMENTS - DISCLAIMER

General Requirements - DISCLAIMER
HOUSING & COMMUNITY DEVELOPMENT ASSUMES NO RESPONSIBILITY OR LIABILITY.

All work specified is not conclusive. All measurements, and quantities in this work write-up are approximate. Prior to bid submittal, all contractors are required to verify exact measurements, sizes and quantities; and to know job conditions, and to immediatly notify the Housing & Community Development Department of any other necessary work to achieve quality finish products that meet or exceed applicable specs and codes prior to contract signing. The specified items in this work write up DO NOT preempt any current applicable codes enforced by the permitting authority having jurisdiction.

2. OVERHEAD & PROFIT

OVERHEAD & PROFIT
Overhead and profit is capped at 20%

3. INSTALL A SELF CIRCULATING RANGE HOOD (*)

1.00 EACH

INSTALL A SELF CIRCULATING RANGE HOOD (*)
Install a new 2 speed 30", self circulating range hood with light. Owner shall select range hood using a $75 purchase allowance.

- Run new wiring through the attic

4. UNDER CABINET LIGHTING

1.00 EACH

UNDER CABINET LIGHTING

-Install light above kitchen sink
$50 Allowance for light fixture

-Run new wiring through attic

Materials + Labor

AGENDA ITEM NO. 6.c

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: April 8, 2026

SUBMITTED BY: Dietra Barfield, Administrative Services

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 26-34 - 2026-2029 SHIP Local Housing Assistance Plan (LHAP)

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:

The Local Housing Assistance Plan is required to be updated every three years and be approved by the Mayor and City Council prior to submission to the Florida Housing Finance Corporation by May 2, 2026, for final review and approval.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by the City Attorney Scott Rudacille.

SUGGESTED MOTION:
Motion to approve Resolution 26-34.

ATTACHMENTS:
Resolution 26-34
Certification to Florida Housing Finance Corporation

CITY OF BRADENTON
RESOLUTION 26-34

A RESOLUTION OF THE COUNCIL OF THE CITY OF BRADENTON FLORIDA APPROVING THE LOCAL HOUSING ASSISTANCE PLAN AS REQUIRED BY THE STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM ACT, SUBSECTIONS 420.907-420.9079, FLORIDA STATUTES; AND RULE CHAPTER 67-37, FLORIDA ADMINISTRATIVE CODE; AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTS AND CERTIFICATIONS NEEDED BY THE STATE; AUTHORIZING THE SUBMISSION OF THE LOCAL HOUSING ASSISTANCE PLAN FOR REVIEW AND APPROVAL BY THE FLORIDA HOUSING FINANCE CORPORATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the State of Florida enacted the William E. Sadowski Affordable Housing Act, Chapter 92-317 of Florida Sessions Laws, allocating a portion of documentary stamp taxes on deeds to local governments for the development and maintenance of affordable housing; and

WHEREAS, the State Housing Initiatives Partnership (SHIP) Act, ss. 420.907-420.9079, Florida Statutes (1992), and Rule Chapter 67-37, Florida Administrative Code, requires local governments to develop a one- to three-year Local Housing Assistance Plan outlining how funds will be used; and

WHEREAS, the SHIP Act requires local governments to establish the maximum SHIP funds allowable for each strategy; and

WHEREAS, the SHIP Act further requires local governments to establish an average area purchase price for new and existing housing benefiting from awards made pursuant to the Act;

WHEREAS, the methodology and purchase prices used are defined in the attached Local Housing Assistance Plan; and

WHEREAS, as required by *section 420.9075, F.S.,* it is found that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan. The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5% of program income deposited into the trust fund, except that small counties, as defined in s. 120.52(19), and eligible municipalities receiving a local housing distribution of up to $350,000 may use up to 10 percent of program income for administrative costs.

WHEREAS, the Housing and Community Development Division has prepared a three-year Local Housing Assistance Plan for submission to the Florida Housing Finance Corporation; and

WHEREAS, the City Council finds that it is in the best interest of the public for the City of Bradenton to submit the Local Housing Assistance Plan for review and approval so as to qualify for said documentary stamp tax funds; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA THAT:

Section 1: The City Council of the City of Bradenton hereby approves the Local Housing Assistance Plan, as attached and incorporated hereto for submission to the Florida Housing Finance Corporation as required by ss. 420.907-420-9079, Florida Statutes, for fiscal years 2026-2027, 2027-2028, 2028-2029.

Section 2: The Mayor is hereby designated and authorized to execute any documents and certifications required by the Florida Housing Finance Corporation as related to the Local Housing Assistance Plan, and to do all things necessary and proper to carry out the term and conditions of said program.

Section 3: This resolution shall take effect immediately upon its adoption.

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 8TH DAY OF APRIL 2026.

ATTEST:

Tamara Melton
CITY CLERK

Gene Brown
MAYOR

APPROVED AS TO FORM:

Scott Rudacille
CITY ATTORNEY

City of Bradenton

SHIP LOCAL HOUSING ASSISTANCE PLAN (LHAP)

2026-2027, 2027-2028, 2028-2029

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A. Administrative Budget for each fiscal year covered in the Plan B. Timeline for Estimated Encumbrance and Expenditure C. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the plan D. Signed LHAP Certification E. Signed, dated, witnessed or attested adopting resolution F. Ordinance: (If changed from the original creating ordinance) G. Interlocal Agreement	

I. Program Details:

A. LG(s)

Name of Local Government	City of Bradenton
Does this LHAP contain an interlocal agreement?	No
If yes, name of other local government(s)	

B. Purpose of the program:

- To meet the housing needs of the very low, low and moderate-income households;
- To expand production of and preserve affordable housing; and
- To further the housing element of the local government comprehensive plan specific to affordable housing.

C. Fiscal years covered by the Plan: 2026-2027, 2027-2028, 2028-2029

D. Governance: The SHIP Program is established in accordance with Section 420.907-9079, Florida Statutes and Chapter 67-37, Florida Administrative Code. Cities and Counties must be in compliance with these applicable statutes, rules and any additional requirements as established through the Legislative process.

E. Local Housing Partnership: The SHIP Program encourages building active partnerships between government, lending institutions, builders and developers, not-for-profit and community-based housing providers and service organizations, providers of professional services related to affordable housing, advocates for low-income persons, real estate professionals, persons or entities that can provide housing or support services and lead agencies of the local continuums of care.

F. Leveraging: The Plan is intended to increase the availability of affordable residential units by combining local resources and cost saving measures into a local housing partnership and using public and private funds to reduce the cost of housing. SHIP funds may be leveraged with or used to supplement other Florida Housing Finance Corporation programs and to provide local match to obtain federal housing grants or programs.

G. Public Input: Public input was solicited through the local media, including the City's website in the advertisement of the Local Housing Assistance Plan's (LHAP) availability for review and comment before it was adopted by the Mayor and City Council. The date that the LHAP would be adopted was included in the advertisements.

H. Advertising and Outreach: SHIP funding availability shall be advertised in a newspaper of general circulation and periodicals serving ethnic and diverse neighborhoods, at least 30 days before the beginning of the application period. If no funding is available due to a waiting list, no notice of funding availability is required.

I. Waiting List/Priorities: A waiting list will be established when there are eligible applicants for strategies that no longer have funding available. Those households on the waiting list will be notified of their status. Applicants will be maintained in an order that is consistent with the time completed applications were submitted as well as any established funding priorities as described in this plan.

The following priorities for funding (very low income, Special Needs, etc.) described/listed here apply to all strategies unless otherwise stated in an individual strategy in Section II:

Special Needs applicants receive priority in all strategies, followed by very low-income households.

J. Discrimination: In accordance with the provisions of ss.760.20-760.37, it is unlawful to discriminate on the basis of race, color, religion, sex, national origin, age, handicap, or marital status in the award application process for eligible housing.

K. Support Services and Counseling: Support services are available from various sources. Available support services may include but are not limited to: Homeownership Counseling (Pre and Post), Credit Counseling, Tenant Counseling, Foreclosure Counseling and Transportation.

L. Purchase Price Limits: The sales price or value of new or existing eligible housing may not exceed 90% of the average area purchase price in the statistical area in which the eligible housing is located. Such average area purchase price may be that calculated for any 12-month period beginning not earlier than the fourth calendar year prior to the year in which the award occurs. The sales price of new and existing units, which can be lower but may not exceed 90% of the average area purchase price established by the U.S. Treasury Department or as described above.

The methodology used is:

U.S. Treasury Department	X
Local HFA Numbers	

M. Income Limits, Rent Limits and Affordability: The Income and Rent Limits used in the SHIP Program are updated annually by the Department of Housing and Urban Development and posted at www.floridahousing.org.

"Affordable" means that monthly rents or mortgage payments including taxes and insurance do not exceed 30 percent of that amount which represents the percentage of the median annual gross income for the households as indicated in Sections 420.9071, F.S. However, it is not the intent to limit an individual household's ability to devote more than 30% of its income for housing, and housing for which a household devotes more than 30% of its income shall be deemed Affordable if the first institutional mortgage lender is satisfied that the household can afford mortgage payments in excess of the 30% benchmark and in the case of rental housing does not exceed those rental limits adjusted for bedroom size.

N. Welfare Transition Program: Should an eligible sponsor be used, a qualification system and selection criteria for applications for Awards to eligible sponsors shall be developed, which includes a description that demonstrates how eligible sponsors that employ personnel from the Welfare Transition Program will be given preference in the selection process.

O. Monitoring and First Right of Refusal: In the case of rental housing, the staff and any entity that has administrative authority for implementing the local housing assistance plan assisting rental developments shall annually monitor and determine tenant eligibility or, to the extent another governmental entity provides periodic monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility. However, any loan or grant in the original amount of $10,000 or less shall not be subject to these annual monitoring and determination of tenant eligibility requirements. Tenant eligibility will be monitored annually for no less than 15 years or the term of assistance whichever is longer unless as specified above. Eligible sponsors that offer rental housing for sale before 15 years

or that have remaining mortgages funded under this program must give a first right of refusal to eligible nonprofit organizations for purchase at the current market value for continued occupancy by eligible persons.

P. Administrative Budget: A line-item budget is attached as Exhibit A. The city/county finds that the moneys deposited in the local housing assistance trust fund are necessary to administer and implement the local housing assistance plan.

Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, states: *"A county or an eligible municipality may not exceed the 5 percent limitation on administrative costs, unless its governing body finds, by resolution, that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan."*

Section 420.9075 Florida Statute and Chapter 67-37, Florida Administrative Code, further states: "*The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5 percent of program income deposited into the trust fund, except that small counties, as defined in s. 120.52(19), and eligible municipalities receiving a local housing distribution of up to $350,000 may use up to 10 percent of program income for administrative costs." The applicable local jurisdiction has adopted the above findings in the resolution attached as Exhibit E.*

Q. Program Administration: Administration of the local housing assistance plan will be performed by:

Entity	Duties	Admin. Fee Percentage
Local Government		10%
Third Party Entity/Sub-recipient		

R. First-time Homebuyer Definition: For any strategies designed for first-time homebuyers, the following definition will apply: *An individual who has had no ownership in a principal residence during the 3-year period ending on the date of purchase of the property. This includes a spouse (if either meets the above test, they are considered first-time homebuyers). A single parent who has only owned a home with a former spouse while married. An individual who is a displaced homemaker and has only owned with a spouse. An individual who has only owned a principal residence not permanently affixed to a permanent foundation in accordance with applicable regulations. An individual who has only owned a property that was not in compliance with state, local or model building codes and which cannot be brought into compliance for less than the cost of constructing a permanent structure.*

S. **Project Delivery Costs:** N/A.

T. Essential Service Personnel Definition (ESP): ESP includes municipal workers, teachers and educators, other school district, community college , and university employees, police and fire personnel, health care personnel, utility workers, licensed child care workers, skilled building trades and active duty military including the Coast Guard and the National Guard.

U. Describe efforts to incorporate Green Building and Energy Saving products and processes: The City will work to ensure that projects involving SHIP dollars will incorporate green building and energy saving products and process to the greatest extent possible. The Housing Rehabilitation, Housing Reconstruction, and Multifamily

Rental Construction strategies will be most affected by the incorporation of these items. While the following items will be included in these projects, the city will not limit its green building and energy saving activities to these items alone:

1. **Roofs**- Energy Star qualified roof coverings will be used. If necessary, the attic will be insulated to the correct R factor if necessary.
2. **Windows**- Energy Star qualified impact windows will be used.
3. **Doors-** Insulated impact-rated exterior doors will be installed. This includes garage lift doors.
4. **HVAC units -** Energy-Star qualified units will be installed. In addition, a residential load calculation will be completed in order to ensure the HVAC system is properly sized to heat and cool the home.
5. **Plumbing**- WaterSense products will be used in plumbing repairs.
6. **Solar power systems**- if customers are interested in having a solar power system installed as part of the rehab work, this can be done. However, the roof will also be assessed for life expectancy' and replaced if necessary, prior to the solar power system being installed.
7. **Other items-** other items designed to increase the energy efficiency of the home will be considered, based on the scope of work for the project.

V. Describe efforts to meet the 20% Special Needs set-aside: Historically, the city has met its special needs set aside primarily through its housing rehabilitation strategy. When initial inspections are conducted for the housing rehabilitation process, accessibility modifications are mentioned as a possibility if an applicant has not already indicated that they need these types of improvements. Housing rehabilitation can include modifications made to the home to increase its livability for a special-needs family member. The City expects this trend to continue. The City also assisted people with special needs through its multifamily construction/rehabilitation strategy, so it is possible that this could happen in the future, depending on SHIP program funding. When the city advertises funding availability, special needs households are mentioned as receiving a priority for this funding.

W. Describe efforts to reduce homelessness: The City has funded rental assistance and homelessness prevention programs through its CDBG program for over 20 years and has started using its SHIP funds for the same purpose more recently. Homeless prevention using SHIP funding will be continued through a foreclosure prevention strategy and a rental assistance and security and/or utility deposits strategy for the 2026-2029 LHAP.

Section II. LHAP Strategies:

A. Strategy Name: Purchase Assistance	Code: 2

a.	Summary: The purchase assistance strategy will provide purchase assistance to the first-time homebuyers, as defined in Section 1, Paragraph R. This purchase assistance includes, but is not limited to down payment assistance, closing cost assistance up to $10,000, principal reduction payments, and buying down the rate on the mortgage, up to the maximum amount available. HUD FHA 203k loans are eligible for this strategy. However, SHIP funding will e used for purchase assistance only with these types of loans.

b. Fiscal Years Covered: 2026-2027, 2027-2028, 2028-2029

c. Income Categories to be served: Very low, low and moderate

d. Maximum award: $50,000

e. Terms:

1. Repayment loan/deferred loan/grant: loan secured by a note and mortgage.
2. Interest Rate: 0%
3. Years in loan term: 20
4. Forgiveness: Any unpaid balance will be forgiven at the end of the 20-year term, provided the loan is in good standing. "Good standing" means that the loan is not delinquent (no more than 10 payments that are over 15 days late over the life of the loan or in default at that time).
5. Repayment: Repayments are required, and the minimum monthly payment is $50. Payments are based upon a total debt to income ratio, which is calculated as (first mortgage + long term debt + COB SHIP loan/gross monthly income). These terms are defined below:
   - First mortgage: Principal, interest, insurance, and taxes.
   - Long-term debt: Any debt with 12 or more payments remaining.
   - COB loan: City purchase assistance loan calculated monthly payment.
   - Gross monthly income: Monthly income before deductions.

   The monthly payment is calculated using a worksheet that calculates the customer's debt to income ratio before the City's monthly loan payment is added to it. This monthly payment is adjusted until the total debt to income ratio reaches 42%. The debt-to-income ratio will be reviewed by Housing and Community Development staff per the customer's request if their financial situation changes through no fault of their own. The payments may be adjusted downward or eliminated completely - if necessary - to meet the maximum 42% debt to income ratio, should there be a decrease in income. This change in monthly payments will be effective for six months. At the end of the six-month period, payments will revert to the original amount unless the customer requests an additional six-month deferral.

6. Default: The property must be occupied by the owner during the loan term. Should the property cease to be owner-occupied during the loan term, the loan will be considered in default, and the balance becomes immediately due and payable. If the owner does not repay the balance of the loan upon demand, it will be due and payable when the property is refinanced, sold, leased, or conveyed. Upon the death of the homeowner, an heir may assume the loan. However, the property must be transferred into the heir's name, and it must continue to be homesteaded. Otherwise, the loan will be in default.

f. Recipient/Tenant Selection Criteria: Recipients will be selected based on their eligibility on a first qualified, first served basis and the priorities described in Section I, paragraph I.

g. Sponsor Selection Criteria: N/A

h. Additional Information: Should the homebuyer default on their first mortgage while the city has an active lien on the property, the city will provide the firm handling the foreclosure with a payoff amount, If the property is sold and there are insufficient funds left from covering the first mortgage costs to cover the city's payoff, the lien will be written off as a loss.

Eligible properties will be located in the Bradenton city limits. These properties may be single-family homes, duplexes, condominiums, townhomes, or manufactured homes attached to a permanent foundation.

Manufactured homes must be constructed after June 1994 and manufactured in accordance with the wind zone standards where the home is located. The manufactured home must also be installed in accordance with the installation standards for mobile or manufactured homes contained in 15C-1, F.A.C. When rehabilitating a manufactured home, the customer must own the land on which the home is situated.

B. Strategy Name: Owner Occupied Rehabilitation	Code: 3

a. Summary: the purpose of this strategy is to correct health violations, code violations, safety hazards, and to improve the energy efficiency of homeowner housing in the City of Bradenton. As much as possible, green building features will be incorporated into the repair work. For wood frame homes built before 2002 repairs will be limited to the replacement of roofs and HVAC systems.

b. Fiscal Years Covered: 2026-2027, 2027-2028, 2028-2029

c. Income Categories to be served: Very low, low and moderate

d. Maximum award: $75,000

e. Terms:

1. Repayment loan/deferred loan/grant: Project costs under $15,001 will be provided as a grant. For project costs that exceed $15,001, the loan will be repayable or deferred, depending on the borrower's ability to repay the loan.
2. Interest Rate: 0%
3. Years in loan term: The term of the loan will be based upon the amount borrowed. Below is a table describing loan terms and amounts:

Award amount	**Loan term**
Less than $15,001	Grant
$15,001-30,000	10 years
$30,001-$50,000	15 years
$50,001-$75,000	20 years

4. Forgiveness: For repayable loans, any unpaid balance will be forgiven at the end of the loan term, provided the loan is in good standing at the end of the term. "Good standing" means that the loan is not delinquent (no more than 10 late payments over the life of the loan) or in default at that time. For non-amortizing loans, the loan will be released at the end of the Loan term.
5. Repayment: All borrowers will be evaluated for their ability to repay the loan. Repayments are based upon a total debt to income ratio of 35% (first mortgage + long-term debt + COB loan/gross monthly income). The definitions for these terms are:
   - First mortgage: Principal, interest, insurance, and taxes.
   - Long-term debt: Any debt with 12 or more payments remaining.
   - COB loan: City purchase assistance loan calculated monthly payment.
   - Gross monthly income: Monthly income before deductions.

The monthly payment is calculated using a worksheet that calculates the customer's total debt to income ration before the City's monthly loan is added to it. This monthly payment is added to the worksheet until the total debt to income ratio reaches 42%. The City reserves the right to calculate payments at lower ratios, particularly for those at lower income levels, elderly, or disabled.

For repayable loans, the payments may be adjusted downward or eliminated completely - if necessary - to meet the maximum 42% total debt to income ratio, should there be a decrease in income. This change in monthly payments will be effective for six months. At the end of the six-month period, payments will revert to the original amount unless the customer requests an additional six-month deferral.

6. Default: If the loan is not current and in good standing, the balance of the lien will remain on the property, repayable whenever the property is sold, leased or conveyed, for a period not to exceed 20 years. This balance will also become due and payable should the property be refinanced for a lower interest rate or shorter term. The property must be occupied by the owner during the loan term. Should the property cease to be owner-occupied during the loan term, the loan will be considered in default, and the balance becomes immediately due and payable. If the owner does not repay the balance of the loan upon demand, it will be due and payable when the property is refinanced, sold, leased, or conveyed. Upon the death of the homeowner, an heir may assume the loan. However, the property must be transferred into the heir's name, and it must continue to be homesteaded. Otherwise, the loan will be in default.

f. Recipient/Tenant Selection Criteria: Recipients will be selected based on their eligibility on a first qualified, first served basis and the priorities described in Section I, paragraph I.

g. Sponsor Selection Criteria: N/A

h. Additional Information: Should the homebuyer default on their first mortgage while the City has an active lien on the property, the City will provide the firm handling the foreclosure with a payoff amount. If the property is sold and there are insufficient funds left from covering the first mortgage costs to cover the city's payoff, the lien will be written off as a loss.

If a short sale is pursued as an alternative to foreclosure, program staff will provide the City Attorney with a payoff amount to negotiate a settlement. if the city receives a partial payoff, the city may still release the lien to facilitate the sale, based upon the counsel of the City Attorney. All payments received, either through regular loan payments, first mortgage default payoffs, or short sale payoffs will be considered program income.

Borrowers may apply for additional assistance within five years of receiving housing rehabilitation assistance, provided their loan is in good standing at the time of application.

C. Strategy Name: Barrier Removal	Code: 3

a. Summary: This activity will modify a home to make it more accessible for a household member with mobility issues. Applicants are not required to be special needs persons. This strategy can be used in combination with other strategies, such as Housing Rehabilitation Assistance or Emergency Repair.

b. Fiscal Years Covered: 2026-2027, 2027-2028, 2028-2029

c. Income Categories to be served: Very low and low

d. Maximum award: $20,000

e. Terms:
1. Repayment loan/deferred loan/grant: Grant
2. Interest Rate: N/A
3. Years in loan term: N/A
4. Forgiveness: N/A
5. Repayment: N/A
6. Default: N/A

f. Recipient/Tenant Selection Criteria: Recipients will be selected based on their eligibility on a first qualified, first served basis and the priorities described in Section I, paragraph I.

g. Sponsor Selection Criteria: N/A

h. Additional Information: None

D. Strategy Name: Emergency Repair	Code: 6

a. Summary: This strategy will be used to address smaller items that do not call for major rehabilitation of the residence, including but not limited to roof repairs, HVAC repairs, , minor electrical and plumbing repairs, or tree removal.

b. Fiscal Years Covered: 2026-2027, 2027-2028, 2028-2029

c. Income Categories to be served: Very low, low and moderate

d. Maximum award: $15,000

e. Terms:
1. Repayment loan/deferred loan/grant: Grant
2. Interest Rate: N/A
3. Years in loan term: N/A
4. Forgiveness: N/A
5. Repayment: N/A
6. Default: N/A

f. Recipient/Tenant Selection Criteria: Recipients will be selected based on their eligibility on a first qualified, first served basis and the priorities described in Section I, paragraph I.

g. Sponsor Selection Criteria: N/A

h. Additional Information: None

E. Strategy Name: Acquisition/Rehabilitation/New Construction-Homeownership	Code: 9, 10

a. Summary: This activity will provide funding to non-profit developers of affordable housing for homeownership. The funding will be provided as a loan repayable within 2 years or when the property is sold to a homebuyer, whichever occurs first. Homebuyers of these properties may receive up to $50,000 in purchase assistance, depending on funds availability.

b. Fiscal Years Covered: 2026-2027, 2027-2028, 2028-2029

c. Income Categories to be served: Very low, low and moderate

d. Maximum award: Up to $250,000 per unit (Developer) and $50,000 per unit (Homebuyer).

e. Terms:

1. Repayment loan/deferred loan/grant:
   Developer: Deferred, repayable after 2 years or when the property is sold to a homebuyer, whichever occurs first.
   Homebuyer: Repayable loan with a term of up to 20 years, depending on the amount awarded and the homebuyer's ability to repay the loan.
2. Interest Rate: 0% (both)
3. Years in loan term:
   Developer: Up to 2 years
   Homebuyer: 20 years
4. Forgiveness:
   Developer: Loan is not forgivable.
   Homebuyer: Any unpaid balance will be forgiven at the end of the 20-year term, provided the loan is in good standing. "Good standing" means that the loan is not delinquent (no more than 10 payments that are over 15 days late over the life of the loan or in default at that time).
5. Repayment:
   Developer: Loan will be repaid in full at the time the property is sold to a homebuyer
   Homebuyer: The minimum monthly payment is $50. Payments are based upon a total debt to income ratio, which is calculated as (first mortgage + long term debt + COB SHIP loan/gross monthly income). These terms are defined below:
   - First mortgage: Principal, interest, insurance, and taxes.
   - Long-term debt: Any debt with 12 or more payments remaining.
   - COB loan: City purchase assistance loan calculated monthly payment.
   - Gross monthly income: Monthly income before deductions.

   The COB loan's monthly payment is calculated using a worksheet that calculates the customer's total debt to income ratio before the City's monthly loan payment is added to it. This monthly payment is

adjusted until the total debt to income ratio reaches 42%. The total debt-to-income ratio will be reviewed by Housing and Community Development staff per the customer's request if their financial situation changes through no fault of their own. The payments may be adjusted downward or eliminated completely - if necessary - to meet the maximum 42% total debt to income ratio, should there be a decrease in income. This change in monthly payments will be effective for six months. At the end of the six-month period, payments will revert to the original amount unless the customer requests an additional six-month deferral.

6. Default:
   Developer: The Developer will be considered in default if the property is not completed and sold within 2 years of being awarded funds for the project. Exceptions may be made if the Developer can show good cause for the reason for delay, provided this does not affect expenditure deadlines.
   Homebuyer: The property must be occupied by the owner during the loan term. Should the property cease to be owner-occupied during the loan term, the loan will be considered in default, and the balance becomes immediately due and payable. If the owner does not repay the balance of the loan upon demand, it will be due and payable when the property is refinanced, sold, leased, or conveyed. Upon the death of the homeowner, an heir may assume the loan. However, the property must be transferred into the heir's name and it must continue to be homesteaded. Otherwise, the loan will be in default.

f. Recipient/Tenant Selection Criteria:
Homebuyer: The Developer will submit a homebuyer package to the City. This homebuyer package will include information regarding family composition, income, assets, and whether the household is a special needs household. The homebuyer package will be submitted at least 30 days prior to closing so that the City may review the household's eligibility to purchase the home. If the Developer is requesting purchase assistance for the household, this request will be included with the homebuyer package.

g. Sponsor/Sub-recipient Selection Criteria: Developers will be selected based upon their previous performance developing affordable homeowner housing and must have at least five years of experience developing affordable homeowner housing.

h. Additional Information: Eligible properties will be located in the Bradenton city limits. In the case of properties assisted with purchase assistance, should the homebuyer default on their first mortgage while the city has an active lien on the property, the city will provide the firm handling the foreclosure with a payoff amount, If the property is sold and there are insufficient funds left from covering the first mortgage costs to cover the city's payoff, the lien will be written off as a loss.

If the Developer exercises a first right of refusal to acquire the property, the Developer has the option of paying the City the loan balance or keeping the loan balance as a subsidy for the next eligible buyer. If the loan balance is kept as a subsidy on the property, then the Developer will submit a homebuyer package to the City for review. Purchase assistance may be requested for the new homebuyer, and the loan balance subsidy will be considered in calculating the amount of purchase assistance to be provided to the homebuyer.

F. Strategy Name: Foreclosure Prevention	Code: 7

a. Summary: This strategy will help those having trouble making their mortgage payments through no fault of their own. The assistance will be available to homeowners in need from 3 to six months. They must be able to show that they will be able to maintain their mortgage following assistance. Eligible reasons for falling behind on mortgage payments include:
a) Involuntary loss in pay due to unemployment/underemployment
b) Divorce/separation resulting in a temporary loss in income
c) Death of a spouse resulting in a loss in income
d) Sudden, unforeseen medical payments
e) Involuntary loss of verifiable income from other sources (temporary or permanent)
f) worked missed due to family member illness
g) unexpected vehicle repair bills
If there is a difference between the $10,000 and the amount owed, the applicant must be able to pay this difference in order to be eligible for the assistance.

b. Fiscal Years Covered: 2026-2027, 2027-2028, 2028-2029

c. Income Categories to be served: Very low, low and moderate

d. Maximum award: $10,000

e. Terms :
1. Repayment loan/deferred loan/grant: Grant
2. Interest Rate: N/A
3. Years in loan term: N/A
4. Forgiveness: N/A
5. Repayment: N/A
6. Default: N/A

f. Recipient/Tenant Selection Criteria: Recipients must meet income requirements and at least one of the hardship requirements mentioned in the summary above.

g. Sponsor Selection Criteria: N/A

h. Additional Information:

G. Strategy Name: Rental Assistance and Security and/or Utility Deposits	Code: 13, 23

a. Summary: This strategy will provide upfront financial assistance with rental security deposits, first and last months' rents and utility deposits. If this amount is not sufficient to cover the cost of moving into a rental unit, the family must be able to make up the difference, or they will be considered ineligible to receive the assistance.

b. Fiscal Years Covered: 2026-2027, 2027-2028, 2028-2029

c. Income Categories to be served: Very low, low and moderate

d. Maximum award: $10,000

e. Terms:
1. Repayment loan/deferred loan/grant: Grant
2. Interest Rate: N/A
3. Years in loan term: N/A
4. Forgiveness: N/A
5. Repayment: N/A
6. Default: N/A

f. Recipient/Tenant Selection Criteria: Sponsors will be responsible for selecting recipients based on their eligibility on a first-qualified, first. served basis and the priorities described in Section l, Paragraph l.

g. Sponsor Selection Criteria: This strategy will be administered by a sponsor, that sponsor must be a nonprofit with at least five years' experience administering this type of program and will be chosen through a competitive application process. Access to HMIS is preferable, since the sponsor could be working with households that are homeless or at risk of homelessness, but it is not necessary. However, if two agencies are equal in terms of capacity and experience, preference will be given to the agency that has access to HMIS.

The sponsor will enter into an agreement with the city to provide the services and will be responsible for completing monthly and quarterly reports on the strategy, as well as providing a final closeout report at the end of the grant year. The sponsor will be responsible for maintaining client files and will have them available for inspection by City staff upon request. The sponsor will be reimbursed for service delivery costs, such as inspection fees and eligibility determination and case management for applicants for the assistance.

h. Additional Information: The funds will either be paid directly to the party that is owed the funds or to the sponsor on a reimbursement basis. No funds will be given directly to the household. Households may apply for additional assistance, but there must be at least three years between the times the households apply for assistance.

Applicants should be leasing units where their gross monthly rent does not exceed 30% of their gross monthly income; however, applicants may rent units where the rent is 50% of their gross monthly income, after the assistance has been provided. The recipients must show that they are able to continue making the monthly rental payments after the assistance is provided, and they must be signing at least a 12-month lease.

H. Strategy Name: Multifamily Rental Construction	Code: 14, 20, 21

a. Summary: This strategy is designed to provide nonprofit and for-profit developers with deferred loans for the production of affordable multifamily rental units within the City. Funds may be used for the acquisition, rehabilitation of multifamily units, including duplexes, transitional/group home housing, or the housing portion of a mixed-use facility. The funds may be used for infrastructure costs as well as the costs of

acquiring, rehabilitating, or constructing the units on a pro rata basis. The funds may be used as a match for other state and federal housing programs, such as HOME or SAIL.

b. Fiscal Years Covered: 2026-2027, 2027-2028, 2028-2029

c. Income Categories to be served: Very low, low and moderate

d. Maximum award: $150,000 per development

e. Terms:
1. Repayment loan/deferred loan/grant: deferred loan, secured with a Land Use Restriction Agreement (LURA) and mortgage, both of which will be recorded.
2. Interest Rate: 0%
3. Years in loan term: 15
4. Forgiveness: The deferred loan will be forgiven at the end of the 15-year term, provided the developer abides by the terms of the mortgage and LURA.
5. Repayment: Repayment will not be required as long as the developer abides by the term of the mortgage and LURA.
6. Default: If the developer fails to begin construction within six months of receiving funding, they will be in default. If the project is not completed within two years the developer will repay any unused funds, and if they have spent a portion of the funds awarded, the developer will still be required to comply with the eligibility period and monitoring requirements. The developer may request an extension of up to one additional year if the delay is due to circumstances beyond their control. Circumstances beyond their control can include, but are not limited to: weather, difficulty obtaining building materials, and unexpected site findings. The decision to extend the contract will be solely at the city's discretion and will be made after a review of the circumstances surrounding the delay.

f. Recipient/Tenant Selection Criteria: Applications for potential tenants will be reviewed for eligibility by the development's management team and will be approved according to their policies and procedures. The developer and/or their management team may not refuse to rent to households receiving tenant-based rental assistance.

g. Sponsor Selection Criteria: Applications from project sponsors (or developers) will be reviewed on an ongoing basis, pending funding received. The following factors will be taken into consideration when reviewing proposals:
1) Capacity and capability to carry out the project, including financial capacity and capability.
2) Experience in completing affordable multifamily housing projects.
3) Leverage.
4) Site control.
5) Compatibility with the City of Bradenton Comprehensive Plan.
6) Neighborhood compatibility.
7) Creation of a mixed-income community.
8) Access to public transportation and walkability- proximity to shopping, schools, amenities.
9) Attractiveness of design.

10) ADA compliance and the use of universal design features.
11) Use of green building techniques.
12) Developer fee.

h. Additional Information: If the property is transferred to another entity prior to the end of the affordability period, the mortgage may be assumed, provided the new owner(s) continue making the units affordable. Any sale of units assisted under this strategy with a remaining mortgage balance must give a first right of refusal to eligible nonprofit organizations at the current market value for continued occupancy by eligible persons in accordance with Section 420.9075 (4) F. S.

The rental and income limits will be based on the SHIP program income and rent limits published annually by the Florida Housing Finance Corporation. Monitoring of rent and income eligibility will be completed annually by SHIP program staff. In the case of developments that the Florida Housing Finance Corporation or U.S. Department of Housing and Urban Development monitor, the SHIP program staff will rely on this monitoring for determination of rent and tenant eligibility.

I. Strategy Name: Disaster Assistance	Code: 5, 16

a. Summary: a). Summary: The Disaster Strategy provides assistance to households following a disaster as declared by President of the United States or Governor of the State of Florida. SHIP disaster funds may be used for items such as, but not limited to:

i) purchase of emergency supplies for eligible households to weatherproof damaged homes;
ii) interim repairs to avoid further damage; tree and debris removal required to make the individual housing unit habitable;
iii) construction of wells or repair of existing wells where public water is not available;
iv) payment of insurance deductibles for rehabilitation of homes covered under homeowners' insurance policies;
v) security deposit for eligible recipients that have been displaced from their homes due to disaster;
vi) rental assistance for eligible recipients that have been displaced from their homes due to disaster;
vii) Strategies included in the approved LHAP that benefit applicants directly affected by the declared disaster;
viii) mortgage assistance for those who may have lost their employment due to disaster;
ix) assistance with utilities;
x) aid those who may have to travel out of state to find housing or live with family or friends
xi) Other activities as proposed by the counties and eligible municipalities and approved by Florida Housing.

b. Fiscal Years Covered: 2023-2024, 2024-2025, 2025-2026

c. Income Categories to be served: Very low, low and moderate

d. Maximum award: $15,000

e. Terms :
1. Repayment loan/deferred loan/grant: Grant

2. Interest Rate: N/A
3. Years in loan term: N/A
4. Forgiveness: N/A
5. Repayment: N/A Default: N/A

f. Recipient/Tenant Selection Criteria Recipients will be selected based on their eligibility on a first-qualified, first-served basis and the priorities described in Section 1, Paragraph 1.

g. Sponsor Selection Criteria: N/A

h. Additional Information: This strategy will only be implemented in the event of a disaster using any funds that have not yet been encumbered or with additional disaster funds allocated by Florida Housing Finance Corporation. SHIP funds at all times must be used for eligible applicants and eligible housing.

III. LHAP Incentive Strategies

In addition to the **required Incentive Strategy A and Strategy B**, include all adopted incentives with the policies and procedures used for implementation as provided in Section 420.9076, F.S.:

A. Name of the Strategy: **Expedited Permitting**
Permits as defined in s. 163.3177 (6) (f) (3) for affordable housing projects are expedited to a greater degree than other projects.

Provide a description of the procedures used to implement this strategy:

B. Name of the Strategy: **Ongoing Review Process**
An ongoing process for review of local policies, ordinances, regulations and plan provisions that increase the cost of housing prior to their adoption.

C. Other Incentive Strategies Adopted:

1. The modification of impact fee requirements, including the reduction or waiver of fees and alternative methods of fee payment for affordable housing. The City of Bradenton revised the Housing Element of the City's Comprehensive Plan in 2011. A new policy regarding a reduction and/or waiver of most impact fees as incentives for developing affordable housing was included in the updated plan.

2. The allowance of flexibility in densities for affordable housing: Currently, City's the Future land Use Element of the Comprehensive Plan and the Urban Central Business District, Urban Village zoning districts allow density bonuses for the provision of affordable housing.

3. The allowance of affordable accessory residential units in residential zoning districts: The City's zoning ordinance currently allows for accessory residential units in the "Village of the Arts" overlay district and is considering extending these uses to residential properties in the "Urban Village" land use designation.

4. The allowance of flexible lot configurations, including zero-lot-line configurations for affordable housing: The City's Planned Development Permit zone district and process currently permits flexible lot configurations for all housing types and income levels.

5. Parking and setback requirements- areas of the city covered by form-based code already offer more generous parking and setback requirements, and the city allows for parking and setback reductions as incentives for the production of affordable housing.

6. The support of development near transportation hubs and major employment centers and mixed-use developments: The update of the City's Comprehensive Plan (especially the Future Land Use, Transportation, Design, Capital Improvements, and Housing Elements) is focusing on using the principles of "new urbanism" as a basis for developing a framework for future development of the City. Inherent in these principles is the support of development near transportation hubs and employment centers. This effort has been further enhanced by the incorporation these principles into the revision of the CRA Development Plans.

7. Modification of setback requirements: The city allows for setback reductions as incentives for the production of affordable housing. Areas of the city covered by form-based code allow for more generous setback requirements. The strategy was implemented in 7/06. Form-based code requirements were adopted in 6/11.

8. Public land inventory: Completed 4/21. The city has an inventory of land it owns. This inventory was evaluated to determine if there are any parcels suitable for affordable housing development, and these parcels are advertised on the city's website.

IV. EXHIBITS:

Required

A. Administrative Budget for each fiscal year covered in the Plan.

B. Timeline for Estimated Encumbrance and Expenditure.

C. Housing Delivery Goals Chart (HDGC) For Each Fiscal Year Covered in the plan.

D. Signed LHAP Certification.

E. Signed, dated, witnessed or attested adopting resolution.

Optional

F. Ordinance: (If changed from the original creating ordinance).

G. Interlocal Agreement (Required if applicable).

H. Other Documents Incorporated by Reference.

(Local Government name)		

Fiscal Year: 2026-2027		
Estimated SHIP Funds for Fiscal Year:	$	401,887.00
Salaries and Benefits	$	37,688.70
Office Supplies and Equipment	$	500.00
Travel Per diem Workshops, etc.	$	1,000.00
Advertising	$	500.00
Other*	$	500.00
Total	$	40,188.70
Admin %		10.00%
		OK
Fiscal Year 2027-2028		
Estimated SHIP Funds for Fiscal Year:	$	401,887.00
Salaries and Benefits	$	37,688.70
Office Supplies and Equipment	$	500.00
Travel Per diem Workshops, etc.	$	1,000.00
Advertising	$	500.00
Other*	$	500.00
Total	$	40,188.70
Admin %		10.00%
		OK
Fiscal Year 2028-2029		
Estimated SHIP Funds for Fiscal Year:	$	401,887.00
Salaries and Benefits	$	37,688.70
Office Supplies and Equipment	$	500.00
Travel Per diem Workshops, etc.	$	1,000.00
Advertising	$	500.00
Other*	$	500.00
Total	$	40,188.70
Admin %		10.00%
		OK

*All "other" items need to be detailed here and are subject to review and approval by the SHIP review committee. Project Delivery Costs that are outside of administrative costs are not to be included here, but must be detailed in the LHAP main document.

Details: legal fees, recording fees (releases), vehicle fuel and maintenance, dues, publications, and subscriptions.

Exhibit B
Timeline for SHIP Expenditures

_City of Bradenton affirms that funds allocated for these fiscal years will
(local government)
meet the following deadlines:

Fiscal Year	Encumbered	Expended	Closeout Report
2026-2027	6/30/2028	6/30/2029	9/15/2029
2027-2028	6/30/2029	6/30/2030	9/15/2030
2028-2029	6/30/2030	6/30/2031	9/15/2031

If funds allocated for these fiscal years is not anticipated to meet expenditure deadlines, Florida Housing Finance Corporation should be notified according to the following dates:

Fiscal Year	Funds Not Expended	Closeout AR Not Submitted
2026-2027	3/30/2029	6/15/2029
2027-2028	3/30/2030	6/15/2030
2028-2029	3/30/2031	6/15/2031

Requests for Expenditure Extensions (close-out year ONLY) must be emailed to kathy.cutler@floridahousing.org and include:

1. A statement that "(city/county) requests an extension to the expenditure deadline for fiscal year _____.
2. The amount of funds that is not expended.
3. The amount of funds that is not encumbered or has been recaptured.
4. A detailed plan/timeline of how/when the money will be expended.

Note: an extension to the expenditure deadline (June 30) does not relieve the requirement to submit (September 15) the annual report online detailing all funds that have been expended.

Other Key Deadlines:

AHAC reports are due annually by December 31. Local governments receiving the minimum (or less) allocation may choose not to report.

ACFR financial statements are due each June 30 for the report ending September 30 of the previous year.

FLORIDA HOUSING FINANCE CORPORATION

HOUSING DELIVERY GOALS CHART

2026-2027

Name of Local Government: City of Bradenton

Estimated Funds (Anticipated allocation only): $ 401,887

Code	Strategies Homeownership	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
2	Purchase Assistance	Yes	0	$50,000	1	$50,000	1	$50,000	$100,000.00	$0.00	$100,000.00	2
3	Owner Occupied Rehabilitation	Yes	1	$75,000	1	$75,000	0	$75,000	$150,000.00	$0.00	$150,000.00	2
3	Barrier Removal	Yes	2	$20,000	2	$20,000	0	$0	$80,000.00	$0.00	$80,000.00	4
3	Emergency Repair	Yes	1	$15,000	1	$15,000	0	$10,000	$30,000.00	$0.00	$30,000.00	2
9, 10	Acquisition/Rehabilitation/New Construction-Homeownership	Yes	0	$250,000	0	$250,000	0	$250,000	$0.00	$0.00	$0.00	0
7	Foreclosure Prevention	Yes	0	$10,000	0	$10,000	0	$10,000	$0.00	$0.00	$0.00	0
5	Disaster Assistance	Yes	0	$15,000	0	$15,000	0	$15,000	$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Homeownership		4		5		1		$360,000.00	$0.00	$360,000.00	10
Purchase Price Limits:			New	$ 544,233	Existing	$ 544,233						
			OK		OK							

Code	Rental	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
13, 23	Rental Assistance and Security and/or Utility Deposits	No	0	$10,000	0	$10,000	0	10000	$0.00	$0.00	$0.00	0
14, 20, 21	Multifamily Rental Construction	Yes	0	$10,000	0	$10,000	0	10000	$0.00	$0.00	$0.00	0
16	Diasaster Assistance	No	0	$15,000	0	$15,000	0	15000	$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Rental		0		0		0		$0.00	$0.00	$0.00	0
	Administration Fees		$	40,189	10%			OK				
	Home Ownership Counseling		$	-								
	Total All Funds		$	400,189	OK							

Set-Asides

Percentage Construction/Rehab (75% requirement)		89.6%	OK
Homeownership % (65% requirement)		89.6%	OK
Rental Restriction (25%)		0.0%	OK
Very-Low Income (30% requirement)	$ 130,000	32.3%	OK
Low Income (30% requirement)	$ 180,000	44.8%	OK
Moderate Income	$ 50,000	12.4%	

FLORIDA HOUSING FINANCE CORPORATION

HOUSING DELIVERY GOALS CHART

2027-2028

Name of Local Government: City of Bradenton

Estimated Funds (Anticipated allocation only): $ 401,887

Code	Strategies Homeownership	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
3	Purchase Assistance	No	0	$50,000	0	$50,000	0	$50,000	$0.00	$0.00	$0.00	0
3	Owner Occupied Rehabilitation	Yes	1	$75,000	0	$75,000	0	$75,000	$75,000.00	$0.00	$75,000.00	1
3	Barrier Removal	Yes	1	$20,000	0	$20,000	0	$0	$20,000.00	$0.00	$20,000.00	1
3	Emergency Repair	Yes	1	$15,000	0	$15,000	0	$15,000	$15,000.00	$0.00	$15,000.00	1
9, 10	Acquisition/Rehabilitation/New Construction-Homeownership	Yes	0	$250,000	1	$250,000	0	$250,000	$250,000.00	$0.00	$250,000.00	1
7	Foreclosure Prevention	No	0	$10,000	0	$10,000	0	$10,000	$0.00	$0.00	$0.00	0
5	Disaster Assistance	Yes	0	$15,000	0	$15,000	0	$15,000	$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Homeownership		3		1		0		$360,000.00	$0.00	$360,000.00	4
Purchase Price Limits:			New	$ 544,233	Existing	$ 544,233						
			OK		OK							

Code	Rental	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
13, 23	Rental Assistance and Security and/or Utility Deposits	No	0	$10,000	0	$10,000	0	10000	$0.00	$0.00	$0.00	0
14, 20, 21	MItifamily Rental Construction	Yes	0	$150,000	0	$150,000	0	150000	$0.00	$0.00	$0.00	0
16	Diasaster Assistance	No	0	$15,000	0	$15,000	0	15000	$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Rental		0		0		0		$0.00	$0.00	$0.00	0
	Administration Fees		$	40,188	10%			OK				
	Home Ownership Counseling		$	-								
	Total All Funds		$	400,188	OK							

Set-Asides

Percentage Construction/Rehab (75% requirement)		89.6%	OK
Homeownership % (65% requirement)		89.6%	OK
Rental Restriction (25%)		0.0%	OK
Very-Low Income (30% requirement)	$ 110,000	27.4%	OK
Low Income (30% requirement)	$ 250,000	62.2%	OK
Moderate Income	$ -	0.0%	

FLORIDA HOUSING FINANCE CORPORATION

HOUSING DELIVERY GOALS CHART

2028-2029

Name of Local Government: City of Bradenton

Estimated Funds (Anticipated allocation only): $ 401,887

Code	Strategies Homeownership	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
2	Purchase Assistance	Yes	1	$50,000	1	$50,000	0	$50,000	$100,000.00	$0.00	$100,000.00	2
3	Owner Occupied Rehabilitation	Yes	2	$75,000	0	$75,000	0	$75,000	$150,000.00	$0.00	$150,000.00	2
3	Barrier Removal	Yes	2	$20,000	2	$20,000	0	$0	$80,000.00	$0.00	$80,000.00	4
3	Emergency Repair	Yes	2	$15,000	0	$15,000	0	$15,000	$30,000.00	$0.00	$30,000.00	2
9, 10	Acquisition/Rehabilitation/New Construction-Homeownership	Yes	0	$250,000	0	$250,000	0	$250,000	$0.00	$0.00	$0.00	0
7	Foreclosure Prevention	No	0	$10,000	0	$10,000	0	$10,000	$0.00	$0.00	$0.00	0
5	Disaster Assistance	Yes	0	$15,000	0	$15,000	0	$15,000	$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Homeownership		7		3		0		$360,000.00	$0.00	$360,000.00	10
Purchase Price Limits:			New	$ 544,233	Existing	$ 544,233						
			OK		OK							

Code	Rental	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
13, 23	Rental Assistance and Security and/or Utility Deposits	No	0	$10,000	0	$10,000	0	10000	$0.00	$0.00	$0.00	0
14, 20, 21	Multifamily Rental Construction	Yes	0	$150,000	0	$150,000	0	150000	$0.00	$0.00	$0.00	0
16	Disaster Assistance	No	0	$15,000	0	$15,000	0	15000	$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Rental		0		0		0		$0.00	$0.00	$0.00	0
	Administration Fees		$	40,188	10%		OK					
	Home Ownership Counseling		$	-								
	Total All Funds		$	400,188	OK							

Set-Asides

Percentage Construction/Rehab (75% requirement)		89.6%	OK
Homeownership % (65% requirement)		89.6%	OK
Rental Restriction (25%)		0.0%	OK
Very-Low Income (30% requirement)	$ 270,000	67.2%	OK
Low Income (30% requirement)	$ 90,000	22.4%	OK
Moderate Income	$ -	0.0%	

Exhibit D
67-37.005(1), F.A.C.
2026

CERTIFICATION TO
FLORIDA HOUSING FINANCE CORPORATION

Local Government or Interlocal Entity: City of Bradenton

Certifies that:

(1) The availability of SHIP funds will be advertised pursuant to program requirements in 420.907-420.9079, Florida Statutes.

(2) All SHIP funds will be expended in a manner which will ensure that there will be no discrimination on the basis of race, color, national origin, sex, handicap, familial status, or religion.

(3) A process to determine eligibility and for selection of recipients for funds has been developed.

(4) Recipients of funds will be required to contractually commit to program guidelines and loan terms.

(5) Florida Housing will be notified promptly if the local government /interlocal entity will be unable to comply with any provision of the local housing assistance plan (LHAP).

(6) The LHAP provides a plan for the encumbrance of funds within twelve months of the end of the State fiscal year in which they are received and a plan for the expenditure of SHIP funds including allocation, program income and recaptured funds within 24 months following the end of the State fiscal year in which they are received.

(7) The LHAP conforms to the Local Government Comprehensive Plan, or that an amendment to the Local Government Comprehensive Plan will be initiated at the next available opportunity to insure conformance with the LHAP.

(8) Amendments to the approved LHAP shall be provided to the Florida Housing for review and/or approval within 21 days after adoption.

(9) The trust fund exists with a qualified depository for all SHIP funds as well as program income or recaptured funds.

(10) Amounts on deposit in the local housing assistance trust fund shall be invested as permitted by law.

(11) The local housing assistance trust fund shall be separately stated as a special revenue fund in the local governments audited financial statements (ACFR). An electronic copy of the ACFR or a hyperlink shall be provided to Florida Housing by June 30 of the applicable year.

(12) Evidence of compliance with the Florida Single Audit Act, as referenced in Section 215.97, F.S. shall be provided to Florida Housing by June 30 of the applicable year.

(13) SHIP funds will not be pledged for debt service on bonds.

(14) Developers receiving assistance from both SHIP and the Low-Income Housing Tax Credit (LIHTC) Program shall comply with the income, affordability and other LIHTC requirements, similarly, any units receiving assistance from other federal programs shall comply with all Federal and SHIP program requirements.

(15) Loans shall be provided for periods not exceeding 30 years, except for deferred payment loans or loans that extend beyond 30 years which continue to serve eligible persons.

(16) Rental Units constructed or rehabilitated with SHIP funds shall be monitored for compliance with tenant income requirements and affordability requirements or as required in Section 420.9075 (3)(e). To the extent another governmental entity provides periodic monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility.

(17) The LHAP meets the requirements of Section 420.907-9079 FS, and Rule Chapter 67-37 FAC.

(18) The provisions of Chapter 83-220, Laws of Florida have not been implemented (except for Miami-Dade County).

_____ _____

Witness Chief Elected Official or designee

_____ _____

Witness Type Name and Title

_____

Date

OR

_____

Attest: (Seal)

RESOLUTION 26-34

A RESOLUTION OF THE COUNCIL OF THE CITY OF BRADENTON FLORIDA APPROVING THE LOCAL HOUSING ASSISTANCE PLAN AS REQUIRED BY THE STATE HOUSING INITIATIVES PARTNERSHIP PROGRAM ACT, SUBSECTIONS 420.907-420.9079, FLORIDA STATUTES; AND RULE CHAPTER 67-37, FLORIDA ADMINISTRATIVE CODE; AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTS AND CERTIFICATIONS NEEDED BY THE STATE; AUTHORIZING THE SUBMISSION OF THE LOCAL HOUSING ASSISTANCE PLAN FOR REVIEW AND APPROVAL BY THE FLORIDA HOUSING FINANCE CORPORATION; AND PROVIDING AN EFFECTIVE DATE.

* * * * * * * * * *

WHEREAS, the State of Florida enacted the William E. Sadowski Affordable Housing Act, Chapter 92-317 of Florida Sessions Laws, allocating a portion of documentary stamp taxes on deeds to local governments for the development and maintenance of affordable housing; and

WHEREAS, the State Housing Initiatives Partnership (SHIP) Act, ss. 420.907-420.9079, Florida Statutes (1992), and Rule Chapter 67-37, Florida Administrative Code, requires local governments to develop a one- to three-year Local Housing Assistance Plan outlining how funds will be used; and

WHEREAS, the SHIP Act requires local governments to establish the maximum SHIP funds allowable for each strategy; and

WHEREAS, the SHIP Act further requires local governments to establish an average area purchase price for new and existing housing benefiting from awards made pursuant to the Act;

WHEREAS, the methodology and purchase prices used are defined in the attached Local Housing Assistance Plan; and

WHEREAS, as required by *section 420.9075, F.S.,* it is found that 5 percent of the local housing distribution plus 5 percent of program income is insufficient to adequately pay the necessary costs of administering the local housing assistance plan. The cost of administering the program may not exceed 10 percent of the local housing distribution plus 5% of program income deposited into the trust fund, except that small counties, as defined in s. 120.52(19), and eligible municipalities receiving a local housing distribution of up to $350,000 may use up to 10 percent of program income for administrative costs.

WHEREAS, the Housing and Community Development Division has prepared a three-year Local Housing Assistance Plan for submission to the Florida Housing Finance Corporation; and

WHEREAS, the City Council finds that it is in the best interest of the public for the City of Bradenton to submit the Local Housing Assistance Plan for review and approval so as to qualify for said documentary stamp tax funds; and

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA that:

Section 1: The City Council of the City of Bradenton hereby approves the Local Housing Assistance Plan, as attached and incorporated hereto for submission to the Florida Housing Finance Corporation as required by ss. 420.907-420-9079, Florida Statutes, for fiscal years 2026-2027, 2027-2028, 2028-2029.

Section 2: The Mayor is hereby designated and authorized to execute any documents and certifications required by the Florida Housing Finance Corporation as related to the Local Housing Assistance Plan, and to do all things necessary and proper to carry out the term and conditions of said program.

Section 3: This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED THIS 8TH DAY OF APRIL 2026.

_____
Mayor

(SEAL)

ATTEST:

_____
City Clerk

5528660v1

Exhibit D
67-37.005(1), F.A.C.
2026

CERTIFICATION TO
FLORIDA HOUSING FINANCE CORPORATION

Local Government or Interlocal Entity: City of Bradenton

Certifies that:

(1) The availability of SHIP funds will be advertised pursuant to program requirements in 420.907-420.9079, Florida Statutes.

(2) All SHIP funds will be expended in a manner which will ensure that there will be no discrimination on the basis of race, color, national origin, sex, handicap, familial status, or religion.

(3) A process to determine eligibility and for selection of recipients for funds has been developed.

(4) Recipients of funds will be required to contractually commit to program guidelines and loan terms.

(5) Florida Housing will be notified promptly if the local government /interlocal entity will be unable to comply with any provision of the local housing assistance plan (LHAP).

(6) The LHAP provides a plan for the encumbrance of funds within twelve months of the end of the State fiscal year in which they are received and a plan for the expenditure of SHIP funds including allocation, program income and recaptured funds within 24 months following the end of the State fiscal year in which they are received.

(7) The LHAP conforms to the Local Government Comprehensive Plan, or that an amendment to the Local Government Comprehensive Plan will be initiated at the next available opportunity to insure conformance with the LHAP.

(8) Amendments to the approved LHAP shall be provided to the Florida Housing for review and/or approval within 21 days after adoption.

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(17) The LHAP meets the requirements of Section 420.907-9079 FS, and Rule Chapter 67-37 FAC.

(18) The provisions of Chapter 83-220, Laws of Florida have not been implemented (except for Miami-Dade County).

_____ _____

Witness Chief Elected Official or designee

_____ _____

Witness Type Name and Title

_____

Date

OR

_____

Attest: (Seal)

AGENDA ITEM NO. 6.d

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: April 8, 2026

SUBMITTED BY: Corey Fortin, City Administration

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: First Amendment to Water Tank Lease Agreement with New Cingular Wireless PCS, LLC

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
On January 9, 2002, BellSouth Mobility, LLC (New Cingular Wireless PCS, LLC, successor by merger) and the City of Bradenton entered into a communications equipment Lease Agreement for the Water Tower located at 1915 8th Avenue East which included a site plan for communications equipment. The balcony handrail on the water tank was remodeled and improved to support all Lessee's equipment. The purpose of this Amendment is to include the amended Site Plan and updated equipment on the Tower. The Amendment also contains additional provisions that are now required by the City of Bradenton's Policy Governing Review and Approval of Installation and/or Modification of Telecommunications Towers and Equipment on City Elevated Water Tanks and Adjacent Areas and Lease Agreements for Equipment dated June 12, 2024, related to the City's right to terminate, with notice, for a public purpose and increased rental payments.

FINANCIAL IMPACT:
Annual rental payments of $36,000.00 beginning January of 2027. This is an increase of $8,908.32 per year.

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed and approved by Blalock Walters.

SUGGESTED MOTION:
Motion to approve the First Amendment to Water Tank Lease Agreement with New Cingular Wireless PCS, LLC.

ATTACHMENTS:
First Amendment to Water Tank Lease Agreement with New Cingular Wireless PCS, LLC

Market: FLORIDA
Cell Site Name: SAMOSET
Fixed Asset Number: FA#10016244

FIRST AMENDMENT TO WATERTANK LEASE AGREEMENT

THIS FIRST AMENDMENT TO WATERTANK LEASE AGREEMENT ("Amendment") is made and entered into by and between City of Bradenton, a political body of the State of Florida ("Lessor"), and New Cingular Wireless PCS, LLC, successor by merger to BellSouth Mobility LLC ("Lessee").

Recitals

The parties hereto recite, declare, and agree as follows:

A. Lessor and Lessee (or as applicable, their respective predecessors in interest) entered into a Watertank Lease Agreement dated January 9, 2002 (the "Lease"), with respect to Demised Premises located at 1915 8th Avenue East, Bradenton, FL 34205 (the "Land").

B. Pursuant to the terms of the Lease, Lessee is permitted to have up to nine (9) antennas, including mounting kits on the tower at the Property.

C. Lessee desires to have up to fifteen (15) antennas, including mounting kits on the tower at the Property.

D. Lessor and Lessee desire to enter into this Amendment to modify and amend certain provisions of the Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee covenant and agree as follows:

1. Lessee will have the right to modify its Communications Equipment as described and depicted on the updated construction drawing of the Communications Equipment on the Demised Premises, which is attached hereto as Exhibit A-1 and by this reference incorporated herein. Lessor hereby consents to and approves of the modifications described and depicted on Exhibit A-1 in all respects, which includes, but is not limited to, the installation of up to fifteen (15) antennas including mounting kits.

2. The terms and conditions of the Lease are incorporated herein by this reference, and capitalized terms used in this Amendment shall have the same meanings such terms are given in the Lease. Except as specifically set forth herein, this Amendment shall in no way modify, alter or amend the remaining terms of the Lease, all of which are ratified by the parties and shall remain in full force and effect. To the extent there is any conflict between the terms and conditions of the Lease and this Amendment, the terms and conditions of this Amendment will govern and control.

3. Lessor represents and warrants to Lessee that the consent or approval of no third party, including, without limitation, a lender, is required with respect to the execution of this Amendment, or if any such third-party consent or approval is required, Lessor has obtained any and all such consents or approvals.

4. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. Signed facsimile and electronic copies of this Amendment shall legally bind the parties to the same extent as original documents.

5. Section 21 of the Lease is hereby deleted and replaced in its entirety as follows:

i. Antennas:
   i. (9) Commscope NNHH-65B-R4
   ii. (3) Ericsson AIR 6449 B77D
   iii. (3) Ericsson AIR 6419 B77G
ii. Remote radio units:
   i. (3) Ericsson RRUS32 B30
   ii. (3) Ericsson Radio 4449 B5/B12
   iii. (3) Ericsson Radio 4478 B14
   iv. (3) Ericsson Radio 4426 B66
   v. (3) Ericsson Radio 4415 B25
iii. Surge protectors:
   i. (3) Raycap DC9-48-60-24-8C-EV
iv. Cables:
   i. (3) 3/8 Fiber
   ii. (3) 3/4 DC Power
   iii. (6) 7/8 DC Power
   iv. (18) 1-5/8" Coax Lines
   v. (3) RET Cables

7. A new Section 1(e) shall be added as follows:

(e) Lessee retains the right to make alterations and additions that will not adversely affect the integrity of the Tower, provided such alterations and additions do not result in an antenna configuration with a greater wind loading than the wind load capacity of the Tower and further provided that the alterations and additions do not interfere with other uses of the Tower; and provided further, that written consent for such alterations and/or additions must first be obtained from Lessor, which consent shall not be unreasonably withheld. In the event that Lessee desires to modify its Communications Equipment on the Tower, Lessee shall provide notice to Lessor. Upon notice, the Lessor shall provide Lessee with an application to be completed and returned along with an application fee of $1,000.00 made payable to Lessor. The Lessee shall also submit a structural analysis and intermodulation and radio frequency emissions study as part of the application process. Once the application, required fee and analysis and study are submitted to Lessor, Lessor shall have sixty (60) days to review the application and advise Lessee as to whether its application is approved or denied. If the application is approved, Lessee shall perform the modification in a reasonable amount of time with no interruptions to other providers on the Demised Premises. Lessee shall be responsible for any and all Tower modification costs associated with an approved modification.

8. Commencing on January 9, 2027, the term of the Agreement shall continue in force and effect upon the terms and conditions contained herein for two (2) additional renewal terms of five (5) years each, unless Lessee terminates this Agreement by providing written notice to Lessor at least six (6) months prior to the commencement of the following renewal term. Commencing on January 9, 2027, the Annual Rent shall increase to Thirty-Six Thousand Dollars ($36,000.00) per year. In addition to any other rights of termination provided herein, the Lessor has the absolute right to terminate the Lease if it is later determined by the Lessor that the leased space is needed for municipal purposes. In such event, the Lessee agrees to provide Lessee twelve (12) months prior written notice of such action.

9. Paragraph 27(b) shall be deleted in its entirety and replaced with the following:

If any part of the Tower is damaged by fire, wind, or other casualty as to prevent the continuation of the intent of the Lease in a reasonable manner, the Lessor shall have sixty (60) days in which

to decide whether or not to rebuild the Tower. If Lessor decides not to rebuild the Tower, this Agreement shall automatically terminate. If Lessor decides to rebuild the Tower or, at any time, that the Demised Premises are in need of repair and/or replacement that will cause an interruption to Lessee's use of the Demies Premises and/or require Lessee to remove its Communications Equipment from the Demised Premises, Lessor shall give at least sixty (60) days' notice of such decision. If any rebuilding, repairing and/or replacement of the Demised Premises cannot reasonably be undertaken without the moving of Lessee's Communication Equipment, then Lessee shall immediately remove its Communications Equipment from the Demised Premises and have the option to deploy and use, a mobile structure, temporary power solution or other interim cell siting arrangement in a location mutually agreed upon by the Parties in good faith, and to an abatement of its Rent obligation (and/or a pro rata refund of prepaid Rent, as applicable) until such time as the Demised Premises are rebuilt, repaired and/or replaced in accordance with industry standards.

IN WITNESS WHEREOF, the parties have executed this First Amendment effective as of the date of execution by the last party to sign.

NEW CINGULAR WIRELESS PCS, LLC
By: AT&T Mobility Corporation, its Manager

By: _____
Name: Steven Berghane
Title: Associate Director
Date: 3/31/2026

CITY OF BRADENTON

By: _____
Name: _____
Title: _____
Date: _____

Market: FLORIDA
Cell Site Name: SAMOSET
Fixed Asset Number: FA#10016244

EXHIBIT A-1

VICINITY MAP



LTE 4TX4RX/5G NR RADIO /5G NR 1SR CBAND CONSTRUCTION DRAWINGS

at&t

FA #:

10016244

IWM/PACE #:

WSTFL0031965 / MRTFL021538

SITE NAME:

SAMOSET

SITE ADDRESS:

1915 8TH AVENUE EAST BRADENTON, FL 34208 (MANATEE COUNTY)

LOCAL MAP



SCOPE OF WORK

THIS PROJECT CONSISTS OF

CBAND 4 GHZ BAND N77

- REPLACE THREE (3) DC6S WITH (3) NEW DC9-48-60-24-8C-EV SQUIDS
- INSTALL TWO (2) NEW WR-VG66ST-BRD DC TRUNKS
- REMOVE EXISTING DIPLEXERS, TMAS, AND ANTENNAS IN P1 ON ALL SECTORS
- INSTALL THREE NEW AIR6449 N77D AIR ANTENNAS ONE EACH IN P1 ON ALPHA AND BETA AND P4 ON GAMMA

DOD 3.45 GHZ BAND N77

- INSTALL THREE NEW AIR6419 N77G AIR ANTENNAS ONE EACH IN P1 ON ALPHA AND BETA AND P4 ON GAMMA, ABOVE THE NEW AIR6449 N77D AIR ANTENNAS

700 8MHZ LOWER, B+C (10 MHZ) E-UTRA BAND 17

- REPLACE THE EXISTING RRUS-11 B12 RADIOS WITH THREE (3) NEW 4449 B5/B12 RADIOS PLACED ONE EACH IN P2 ON ALPHA AND BETA AND P1 ON GAMMA
- CABLE PER PLUMBING DIAGRAM

APPROVALS

PROPERTY OWNER	DATE
RF ENGINEER	DATE
CONSTRUCTION	DATE
SITE ACQUISITION	DATE
ZONING	DATE
NETWORK	DATE
OPERATIONS	DATE
CONTRACTOR	DATE

SHEET INDEX

SHEET	DESCRIPTION	REV.	REV. DATE
T-1	TITLE SHEET	F	2/3/2026
C-1	SITE PLAN	F	2/3/2026
C-2	EXISTING ANTENNA LAYOUT	F	2/3/2026
C-3	FINAL ANTENNA LAYOUT & TOWER ELEVATION	F	2/3/2026
C-4	EQUIPMENT DETAILS	F	2/3/2026
RF-1	RF EQUIPMENT SCHEDULE	F	2/3/2026
G-1	GROUNDING DETAILS	F	2/3/2026
GN-1	GENERAL NOTES	F	2/3/2026
	PLUMBING DIAGRAMS		
	MOUNT SHEETS ATTACHED		

PROJECT REFERENCES

1. THESE PLANS WERE COMPLETED PER PRELIMINARY/APPROVED LTE 4TX4RX/5G NR RADIO/5G NR 1SR CBAND RFDS ID# 4809145 V 4.00 DATED 03/26/2024. CONTRACTOR SHALL REQUEST CURRENT RFDS & WORKBOOK FROM CONSTRUCTION MANAGER PRIOR TO CONSTRUCTION
2. THESE PLANS WERE COMPLETED PER MASTEC NETWORK SOLUTIONS MOUNT STRUCTURAL ANALYSIS, COMPLETED ON 02/23/2024
3. THESE PLANS WERE COMPLETED PER TEP STRUCTURAL ANALYSIS, COMPLETED ON 10/28/25

CODE COMPLIANCE

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THE LATEST EDITIONS OF THE FOLLOWING:

- 2023 FLORIDA BUILDING CODE 8TH EDITION
- ANSI/EIA/TIA-222-H (ALLOWED PER EXEMPTION #5 OF 1609.1.1) ASCE 7-22
- NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 70-20, NATIONAL ELECTRICAL CODE 2020
- FLORIDA FIRE PREVENTION CODE 8TH EDITION 2023
- ASCE 7-22
- LIFE SAFETY CODE NFPA-101-2021
- AMERICAN INSTITUTE OF STEEL CONSTRUCTION (AISC) 360-16 AND 341-16
- CONTRACTOR TO CONFIRM THAT THE SITE IS COMPLIANT WITH RF WARNING SIGNAGE & EMERGENCY SIGNAGE AS REQUIRED BY THE FEDERAL GUIDELINES CONTAINED WITH OET 65 BULLETIN 8 AS PER AT&T GUIDELINES

THIS PROJECT HAS BEEN PERFORMED IN ACCORDANCE WITH THE 2023 FLORIDA BUILDING CODE, 8TH EDITION BASED UPON AN ULTIMATE 3-SECOND GUST WIND SPEED OF 156 MPH, EXPOSURE CATEGORY C WITH A MAXIMUM TOPOGRAPHIC FACTOR, KTZ, OF 1 AND RISK CATEGORY II AND DESIGN CRITERIA IN FLORIDA STATUTE 61G15-31.002 HAVE BEEN USED FOR THIS PROJECT

CONSTRUCTION NOTES

1. CONTRACTOR SHALL VERIFY ALL PLANS AND EXISTING DIMENSIONS AND CONDITIONS ON THE JOB SITE AND SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK OR BE RESPONSIBLE FOR SAME.
2. CONTRACTOR SHALL NOTIFY OWNER FOR ACCESS TO SITE.
3. THIS PROJECT CONSISTS OF REMOVING (3) ANTENNAS, (3) RRUS-11 B12, (3) RRUS 4478 B5, (6) LGP21902 DIPLEXERS, (3) LGP 17201 TMAS, (2) DC6 RAYCAPS, (6) DC2-48-60-0-8E RAYCAPS ADDING (3) AIR6449 B77D ANTENNAS, (3) AIR6419 B77G ANTENNAS, (3) RRUS 4449 B5/B12, (2) NEW RAYCAP DC6, (2) #6 AWG DC POWER CABLE, AND ALL ASSOCIATED WORK.

PROJECT INFORMATION

1. THIS IS AN UNMANNED FACILITY AND WILL BE USED FOR THE TRANSMISSION OF THE RADIO SIGNALS FOR THE PURPOSE OF PROVIDING PUBLIC CELLULAR SERVICE.
2. AT&T CERTIFIES THAT THIS EQUIPMENT FACILITY WILL BE SERVICED ONLY BY AT&T EMPLOYEES AND SUBCONTRACTORS AND THE WORK ASSOCIATED WITH ANY EQUIPMENT CANNOT BE PERFORMED BY HANDICAPPED PERSONS. THIS FACILITY WILL BE FREQUENTED ONLY BY SERVICE PERSONNEL FOR REPAIR PURPOSES ONLY.
3. NO POTABLE WATER SUPPLY IS TO BE PROVIDED AT THIS LOCATION.
4. NO WASTE WATER WILL BE GENERATED AT THIS LOCATION.
5. NO SOLID WASTE WILL BE GENERATED AT THIS LOCATION.

SITE SUMMARY

SCOPE TYPE	CARRIER ADD
STRUCTURE TYPE	WATER TANK
STRUCTURE HEIGHT	140'±
ANTENNA R.C. HEIGHT	118'±
OCCUPANCY TYPE	TELECOMMUNICATIONS
STRUCTURE LAT	N 27° 29' 33.54" / N 27.4926500°
STRUCTURE LONG	W -82° 32' 26.12004" / W -82.5405689°
JURISDICTION	CITY OF BRADENTON
COUNTY	MANATEE
PARCEL ID	1299000008

PROJECT DIRECTORY

APPLICANT	AT&T MOBILITY CORP 12150 RESEARCH PARKWAY ORLANDO, FL 32826
TOWER OWNER	CITY OF BRADENTON 101 OLD MAIN STREET WEST BRADENTON, FL 64205
SITE DESIGN	MASTEC NETWORK SOLUTIONS 1151 SE CARY PARKWAY, SUITE 101 CARY, NC 27518 CONTACT: JORDAN PHILLIPS PHONE: (248) 709-3642

JORDAN D. PHILLIPS LICENSE No. 82109 STATE OF FLORIDA PROFESSIONAL ENGINEER

SUBMITTALS

DATE	DESCRIPTION	REV	ISSUED BY
3/29/2024	FOR REVIEW	B	RM
3/28/2024	FOR REVIEW	C	RM
4/4/2024	FOR REVIEW	D	RM
4/15/2024	FOR REVIEW	E	RM
04/22/2024	FOR REVIEW	F	RM
11/10/2025	CONSTRUCTION	G	JP
02/03/2026	CONSTRUCTION	H	JP

DRAWN BY	SM
CHECKED BY	QA
APPVD BY	RM
MNS PROJECT NO	47466-AEC

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PREPARED FOR

at&t
3218 LAKE EMMA ROAD
LAKE MARY, FL 32746

PREPARED BY

MasTec Network Solutions
1151 SE CARY PARKWAY, SUITE 101
CARY, NC 27518

SITE NAME:
SAMOSET

SITE ADDRESS:
1915 8TH AVENUE EAST BRADENTON, FL 34208

FA LOCATION
10016244

SHEET TITLE
TITLE SHEET

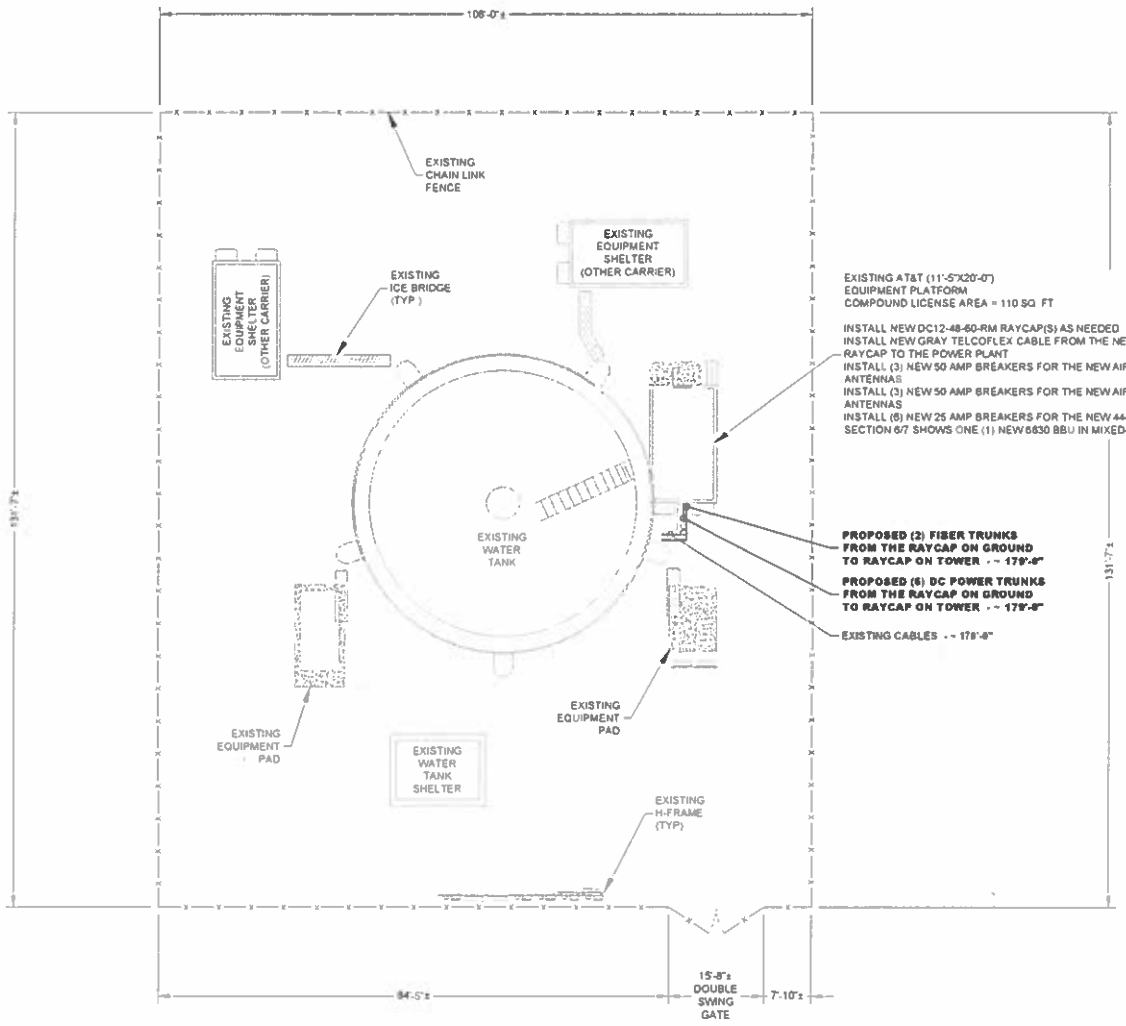
SHEET NUMBER
T-1

NOTES

- CONTRACTOR TO FILL ANY EXISTING GRAVEL AREAS THAT ARE DISTURBED DURING THE COURSE OF CONSTRUCTION. GRAVEL TO MATCH EXISTING
- THE CONTRACTOR TO ENSURE THAT NO DAMAGE OR DEBRIS OCCURS ON THE ADJACENT PROPERTIES
- THE CONTRACTOR SHALL SEED ALL DISTURBED AREAS WITH LOW MAINTENANCE NATIVE GRASS AND COVER WITH APPROVED STRAW
- CONTRACTOR SHALL PROVIDE ALL REQUIRED EROSION CONTROL TECHNIQUES AND BEST MANAGEMENT PRACTICES PER LOCAL AND AND STATE REQUIREMENTS AS APPLICABLE
- NORTH ARROW SHOWN ON PLANS REFERS TO TRUE NORTH CONTRACTOR SHALL VERIFY NORTH AND INFORM ARCHITECT/ENGINEER OF ANY DISCREPANCY BEFORE STARTING CONSTRUCTION

CONTRACTOR IS RESPONSIBLE FOR MODIFYING THE RAYCAP INSTALLED ON THE TOWER TO ACCOMMODATE THE QUANTITY OF RRU'S

THE CONTRACTOR MUST FIELD VERIFY ALL MEASUREMENTS AND FIELD CONDITIONS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION



EXISTING SITE PLAN

11"x17" SCALE: 1" = 20'-0"

0 10' 20' 40'

1" = 20'-0"

Sunshine State 811 One Call

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1-800-638-4097

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04/22/2024	FOR REVIEW	F	RM
11/10/2025	CONSTRUCTION	0	JP
02/03/2026	CONSTRUCTION	1	JP

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APPV'D BY	RM
MNS PROJECT NO	47466-AEC

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LAKE MARY, FL 32746

PREPARED BY

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1151 SE CARY PARKWAY, SUITE 101
CARY, NC 27518

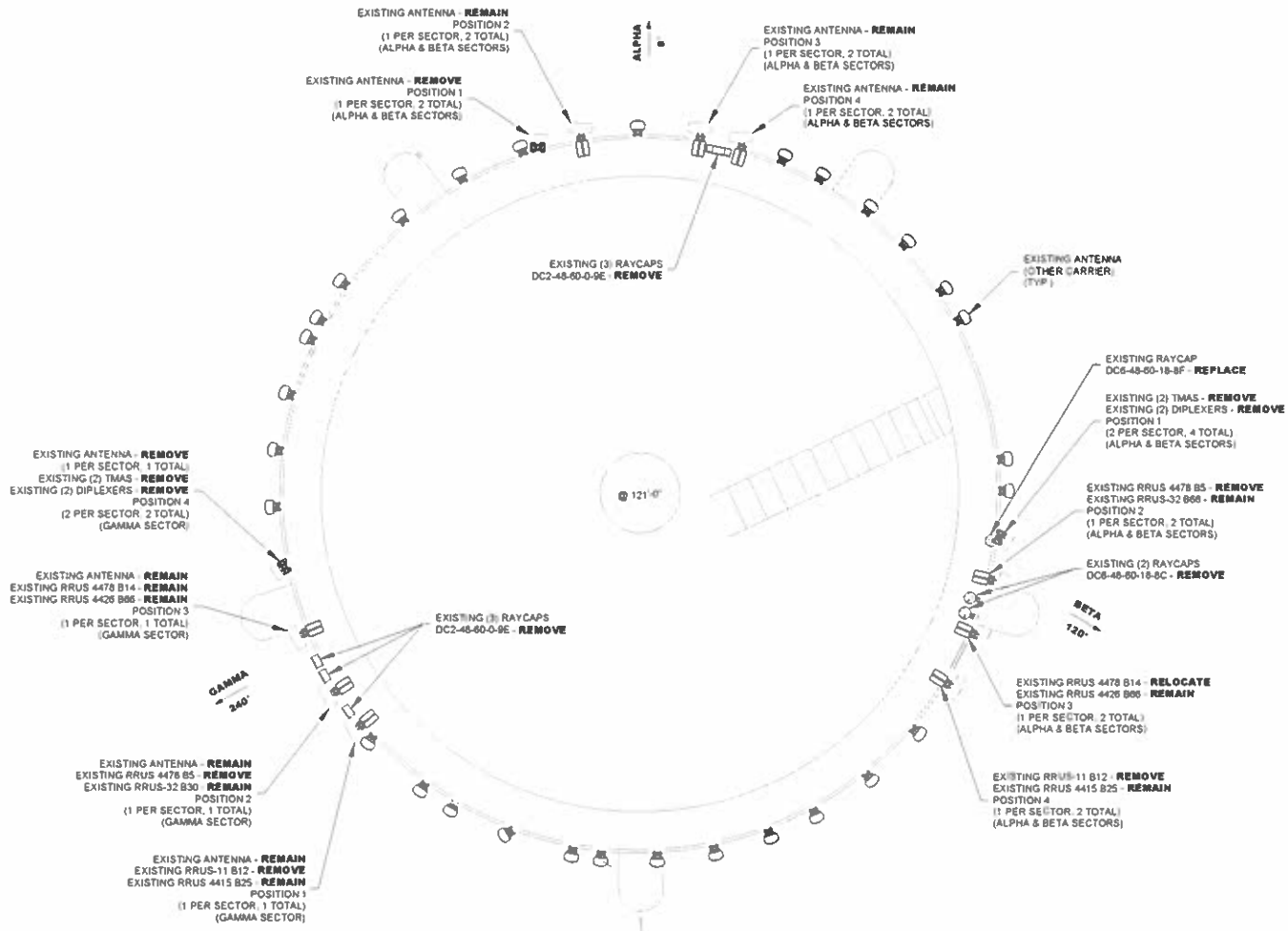
SITE NAME
SAMOSET

SITE ADDRESS
1915 8TH AVENUE EAST
BRADENTON, FL 34208

FA LOCATION
10016244

SHEET TITLE
SITE PLAN

SHEET NUMBER
C-1



0 2 4 6 12

1/8" = 1'-0"

EXISTING ANTENNA LAYOUT

11"x17" SCALE: 1/8" = 1'-0"

JORDAN D. PHILLIPS
LICENSE
No. 82109
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

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FA LOCATION
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SHEET TITLE
TOWER ELEVATION & ANTENNA LAYOUTS

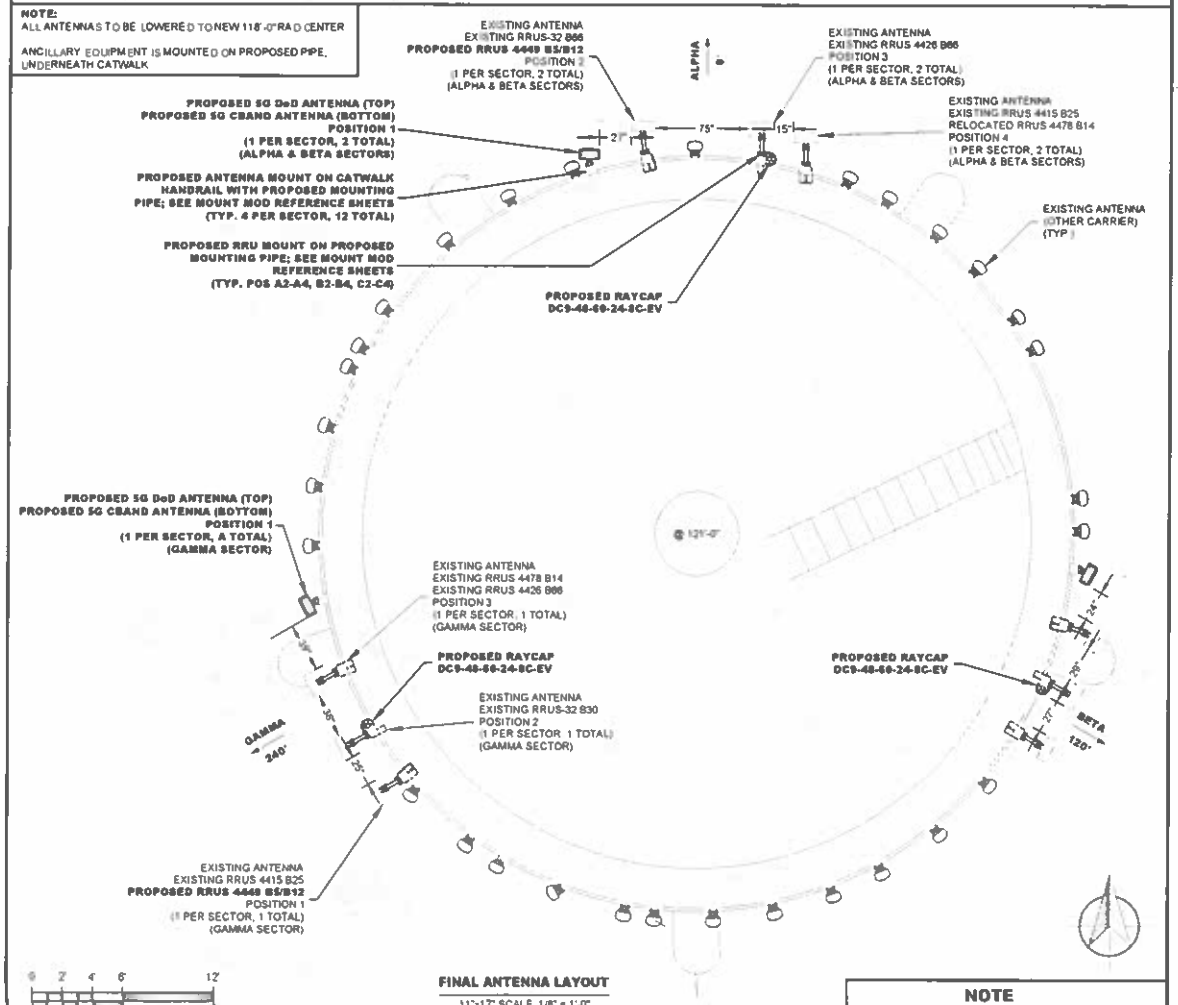
SHEET NUMBER
C-2

NOTES

1. A STRUCTURAL ANALYSIS SHALL BE PERFORMED BY THE OWNER'S AGENT TO CERTIFY THAT THE EXISTING/PROPOSED COMMUNICATION STRUCTURE AND COMPONENTS ARE STRUCTURALLY ADEQUATE TO SUPPORT ALL EXISTING AND PROPOSED ANTENNAS, COAXIAL CABLES, AND OTHER APPURTENANCES. THE OWNER'S AGENT SHALL FURNISH A CERTIFICATION LETTER SEALED BY A REGISTERED PROFESSIONAL ENGINEER STATING THAT THIS STRUCTURAL ANALYSIS WAS PREPARED IN ACCORDANCE WITH ALL APPLICABLE CODES AND STANDARDS
2. ALL ANTENNAS, CABLES, AND MOUNTS SHALL BE INSTALLED IN ACCORDANCE WITH THE STRUCTURAL ANALYSIS REPORT
3. IF ANY WORK IS PERFORMED AT THIS SITE THAT REQUIRES THE SITE TO BE OFF AIR OR TURNED DOWN, THE SWITCH IS TO BE NOTIFIED 48 HOURS PRIOR TO CONSTRUCTION VIA NCR/CTS
4. INSTALLATION SHALL BE CONDUCTED BY FIELD CREWS EXPERIENCED IN THE ASSEMBLY AND ERECTION OF RADIO ANTENNAS, TRANSMISSION LINES, AND SUPPORT STRUCTURES. ANTENNA WORK TO BE INSTALLED PER THE REQUIREMENTS OF THE TOWER MANUFACTURER'S SPECIFICATION
5. ANTENNA AND MOUNT DESIGN MUST COMPLY WITH TIA-EIA-222-G AND ALL LOCAL CODES
6. CONTRACTOR TO PROVIDE THE PROPER COAX AND JUMPER SUPPORT ATTACHMENTS TO THE TOWER AND ANTENNA MOUNT
7. REFER TO CURRENT RFDS FOR ADDITIONAL INFO
8. ADJUST ANTENNA MOUNTS AS REQUIRED TO ACHIEVE THE AZIMUTH SPECIFIED AND LIMIT RF SHADOWING
9. UNLESS NOTED OTHERWISE THE CONTRACTOR MUST PROVIDE ALL MATERIAL NECESSARY
10. CONTRACTOR TO RETURN ALL EXISTING ANTENNAS BEING REMOVED TO AT&T

NOTE:
ALL ANTENNAS TO BE LOWERED TO NEW 118'-0" RAD CENTER

ANCILLARY EQUIPMENT IS MOUNTED ON PROPOSED PIPE, UNDERNEATH CATWALK



FINAL ANTENNA LAYOUT
11"x17" SCALE: 1/8" = 1'-0"

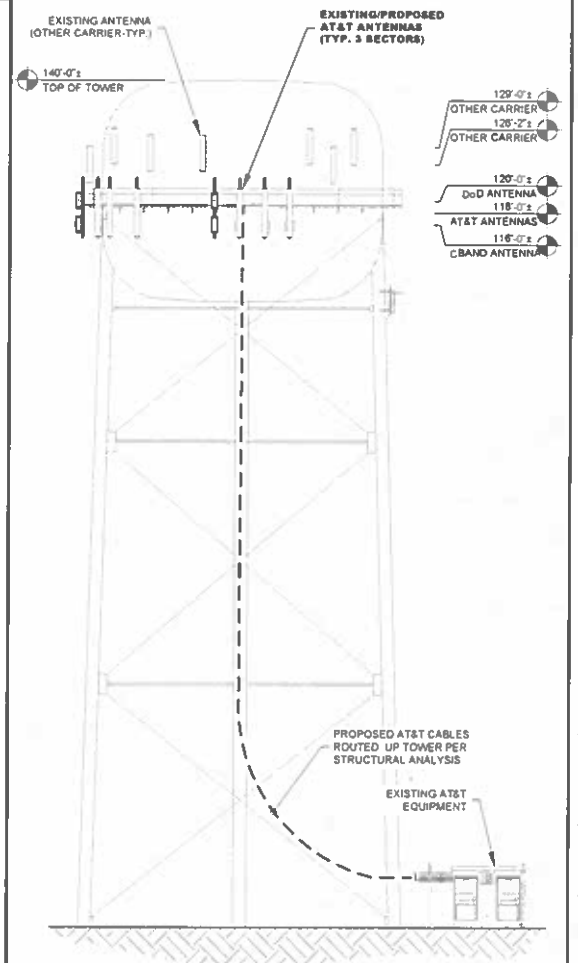
THE CONTRACTOR MUST FIELD VERIFY ALL MEASUREMENTS AND FIELD CONDITIONS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION

THE CONTRACTOR IS RESPONSIBLE FOR MODIFYING THE RAYCAP INSTALLED ON THE TOWER TO ACCOMMODATE THE QUANTITY OF RRU'S

- ALL RRU MOUNTING BRACKETS TO BE SUPPLIED BY AT&T
- SEE SHEET C-3 FOR RRU MOUNTING BRACKET DETAILS

- MAINTAIN 3'-0" MIN SEPARATION BETWEEN FIRSTNET AND LTE 700 ANTENNAS
- INSTALLER TO FIELD VERIFY ANTENNA SEPARATION
- INSTALLER MAY NEED TO SHIFT ANTENNA MOUNTS AS NEEDED TO OBTAIN REQUIRED MINIMUM SEPARATION BETWEEN ANTENNAS

NOTE
REFER TO CURRENT RFDS FOR EQUIPMENT INFORMATION



TOWER ELEVATION
11"x17" SCALE: 1" = 20'-0"

JORDAN D. PHILLIPS
LICENSE
No. 82109
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

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MNS PROJECT NO	47466-AEC

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LAKE MARY, FL 32746

PREPARED BY
MasTec
Network Solutions
1151 SE CARY PARKWAY, SUITE 101
CARY, NC 27518

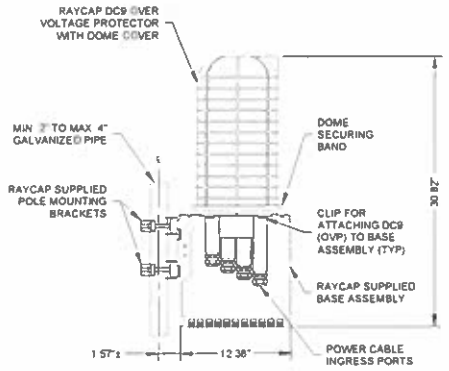
SITE NAME
SAMOSET

SITE ADDRESS
1915 8TH AVENUE EAST
BRADENTON, FL 34208

FA LOCATION
10016244

SHEET TITLE
TOWER ELEVATION & ANTENNA LAYOUTS

SHEET NUMBER
C-3



NOTES

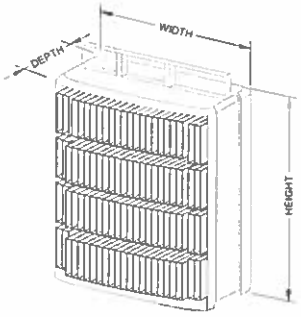
RAYCAP VIA AT&T SUPPLIES THE DC9 OVER VOLTAGE PROTECTOR AND PIPE MOUNTING BRACKETS SUBCONTRACTOR SHALL SUPPLY THE PIPE

RAYCAP DC9-48-60-24-8C-EV ASSEMBLY

SCALE N T S

ERICSSON RRUS 4449 B5/B12

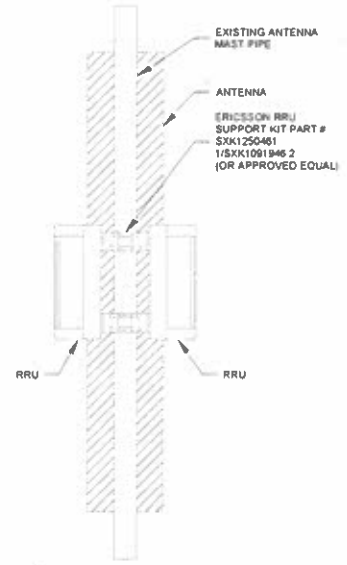
- DIMENSIONS (H x W x D) 14 96" x 13 19" x 10 43" (INCLUDES SUNSHIELD)
- WEIGHT 73 LBS
- B5/B12 4TX/4RX PER BAND
- LTE MAX 6 CARRIERS PER PORT (DL) MAX 6 CARRIERS PER PORT (UL)
- CPRI SUPPORT 2 5/4 9/9 8/10 1 GBPS



NOTE:
RRUS CAN ONLY BE PAINTED ON SOLAR SHIELD

ERICSSON RRUS 4449 B5/B12 DETAIL

SCALE N T S

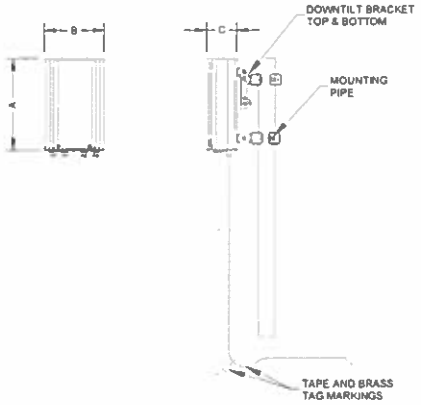


NOTES

DETAIL IS DIAGRAMMATIC CONTRACTOR TO INSTALL RRU'S ON RRU MOUNT BEST SUITED FOR ANTENNA CONFIGURATION

RRU MOUNTING DETAIL ELEVATION VIEW

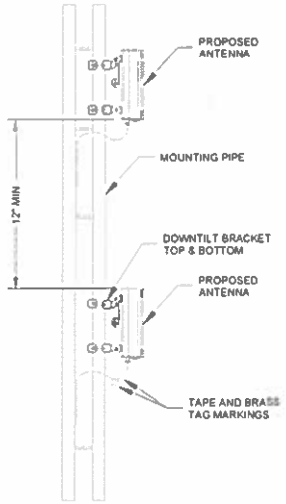
SCALE N T S



NEW ANTENNA SPECIFICATIONS				
ANTENNA MODEL	LENGTH (A)	WIDTH (B)	DEPTH (C)	WEIGHT
ERICSSON AIR6449 B77D	30 4"	15 9"	8 1"	81 6 LBS
ERICSSON AIR6419 B77G	28 0"	15 7"	6 7"	66 1 LBS

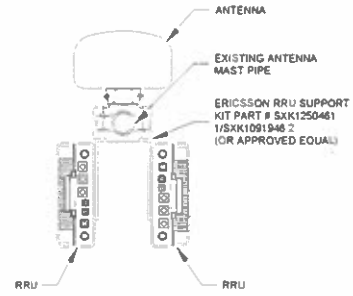
NEW ANTENNA SPECIFICATIONS

SCALE N T S



ANTENNA MOUNTING DETAIL

SCALE N T S



NOTES

DETAIL IS DIAGRAMMATIC CONTRACTOR TO INSTALL RRU'S ON RRU MOUNT BEST SUITED FOR ANTENNA CONFIGURATION

RRU MOUNTING DETAIL PLAN VIEW

SCALE N T S

JORDAN D. PHILLIPS LICENSE No. 82109 STATE OF FLORIDA PROFESSIONAL ENGINEER

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3240 LAKE EMMA ROAD
LAKE MARY, FL 32746

PREPARED BY

MasTec Network Solutions
1151 SE CARY PARKWAY, SUITE 101
CARY, NC 27518

SITE NAME
SAMOSET

SITE ADDRESS
1915 8TH AVENUE EAST BRADENTON, FL 34208

FA LOCATION
10016244

SHEET TITLE
EQUIPMENT DETAILS

SHEET NUMBER
C-4

NOTE

OEM EQUIPMENT MANUFACTURER MAKE/MODELS SPECIFIC TO 3.45-3.55 GHZ BAND ARE AS FOLLOWS, BUT NOT LIMITED TO

- ERICSSON - AIR 6419 B77G
- NOKIA - AIRSCALE MAA 64T64R 192AE N77 200W AEQU

DC / FIBER DEMARCATION BOX

RAYCAP DC FIBER DEMARCATION BOX			CABLES				NOTES
MOUNTING HEIGHT	MODEL	QTY.	MODEL	SIZE	QTY.	CABLE LENGTH	
116'-0"	DC9-48-60-24-8C-EV	3	18 PAIR FIBER TRUNK	3/8"	1	179'-0"±	UTILIZE (1) EXISTING #8 DC TRUNK FOR THE 3RD TRUNK FOR BETA SECTOR
-	-	-	#8 AWG POWER TRUNK	0.774"	3	179'-0"±	
-	-	-	#6 AWG POWER TRUNK (WR-VG66ST-BRD)	0.957"	6	250'-0"±	
-	-	-	24 PAIR FIBER TRUNK (P)	3/8"	2	250'-0"±	

ANTENNA AND COAX SCHEDULE

ANTENNAS					RRU	TWR	GND	DIPLEXER/TRIPLEXER/FILTER			TMA	
SECTOR	AZ	RAD CENTER	MAKE - MODEL	QTY	MODEL	QTY	QTY	MODEL	TWR QTY	GRND QTY	MODEL	QTY
A1	0°	120'-0" 116'-0"	ERICSSON - AIR6419 B77G (P) ERICSSON - AIR6449 B77D (P)	1	-	-	-	-	-	-	-	-
A2	0°	116'-0"	COMMSCOPE - NNHH-65B-R4	1	RRUS 4449 B5/B12 RRUS-32 B30	1 1	-	-	-	-	-	-
A3	0°	116'-0"	COMMSCOPE - NNHH-65B-R4	1	RRUS 4426 B66	1	-	-	-	-	-	-
A4	0°	116'-0"	COMMSCOPE - NNHH-65B-R4	1	RRUS 4478 B14 RRUS 4415 B25	1 1	-	-	-	-	-	-
B1	120°	120'-0" 116'-0"	ERICSSON - AIR6419 B77G (P) ERICSSON - AIR6449 B77D (P)	1	-	-	-	-	-	-	-	-
B2	120°	116'-0"	COMMSCOPE - NNHH-65B-R4	1	RRUS 4449 B5/B12 RRUS-32 B30	1 1	-	-	-	-	-	-
B3	120°	116'-0"	COMMSCOPE - NNHH-65B-R4	1	RRUS 4426 B66	1	-	-	-	-	-	-
B4	120°	116'-0"	COMMSCOPE - NNHH-65B-R4	1	RRUS 4478 B14 RRUS 4415 B25	1 1	-	-	-	-	-	-
C1	240°	120'-0" 116'-0"	COMMSCOPE - NNHH-65B-R4	1	RRUS 4449 B5/B12 RRUS 4415 B25	1 1	-	-	-	-	-	-
C2	240°	116'-0"	COMMSCOPE - NNHH-65B-R4	1	RRUS-32 B30	1	-	-	-	-	-	-
C3	240°	116'-0"	COMMSCOPE - NNHH-65B-R4	1	RRUS 4478 B14 RRUS 4426 B66	1 1	-	-	-	-	-	-
C4	240°	116'-0"	ERICSSON - AIR6419 B77G (P) ERICSSON - AIR6449 B77D (P)	1	-	-	-	-	-	-	-	-
			TOTAL	15	TOTAL	15	-	TOTAL	-	-	TOTAL	-

*FIBER JUMPER - ROSENBERGER FIBER JUMPER
*DC JUMPER - ROSENBERGER SINGLE PAIR DC CABLE
ANTENNA AND COAX INFORMATION PROVIDED FROM THE LTE 4TX4RX/5G NR RADIO/5G NR 15R CBAND RFDS SHEET V4.00 DATED 03/25/2024.
CONTRACTOR TO VERIFY RF INFO WITH CLIENT PRIOR TO CONSTRUCTION.
COAX LENGTHS ARE APPROXIMATE AND MUST BE VERIFIED PRIOR TO CONSTRUCTION.
ALL COAX SHALL BE COLOR CODED AT TOP AN BOTTOM JUMPER AND AT TOP OF TOWER BOTTOM OF TOWER, AND INSIDE SHELTER ON MAIN COAX.
EACH MAIN COAX SHALL HAVE CORROSION PROOF "ID TAGS" INSTALLED INSIDE THE SHELTER AT THE PORT AND AT THE ANTENNA.
QUANTITIES GIVEN ARE TOTAL EXISTING AND PROPOSED.

JORDAN D. PHILLIPS LICENSE No. 82109 STATE OF FLORIDA PROFESSIONAL ENGINEER

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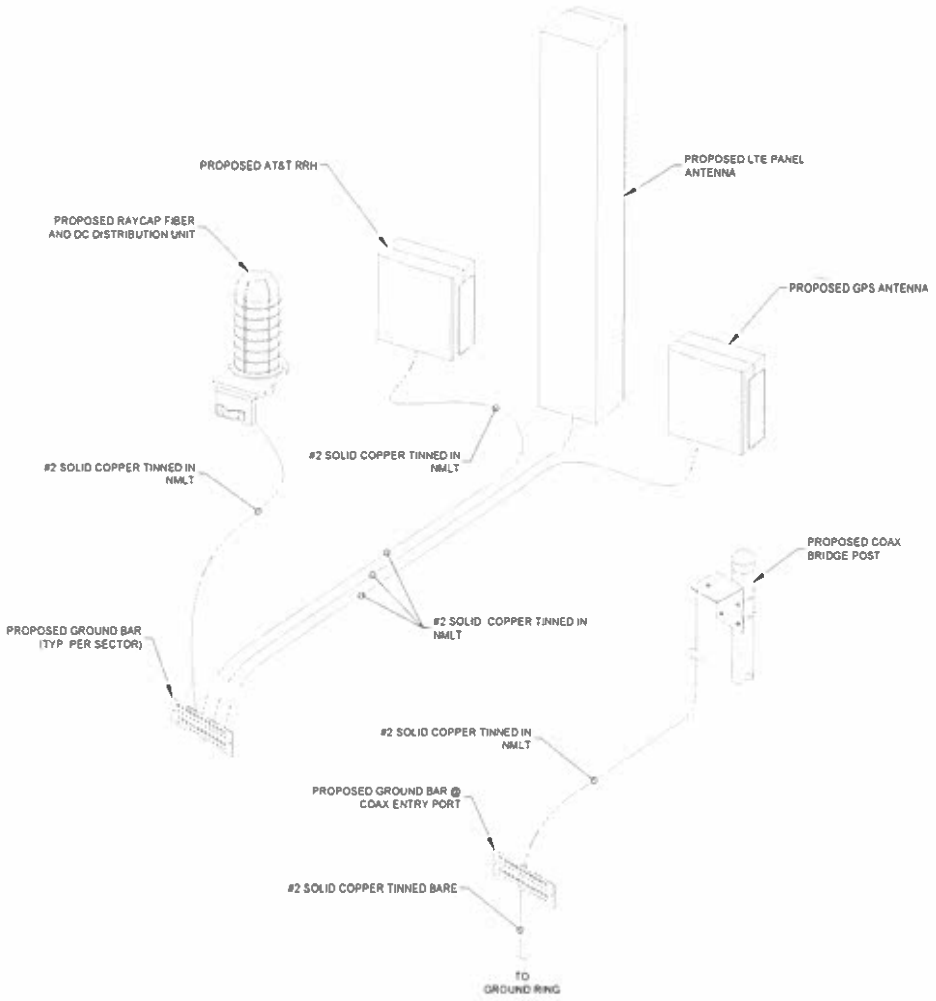
FA LOCATION
10016244

SHEET TITLE
RF EQUIPMENT SCHEDULE

SHEET NUMBER
RF-1

NOTES

1 CONTRACTOR SHALL REFER TO AT&T GROUNDING AND BONDING PRACTICE TP-76416
2 PROVIDE WEATHER PROOFING AND GROUNDING KIT TO BOND DC POWER CABLE SHIELD TO EXTERNAL HATCH PLATE GROUND BAR
3 PROVIDE GROUND CONNECTION FOR DC POWER CABLE SHIELD TO "P" SECTION OF CRGB WITHIN SHELTER

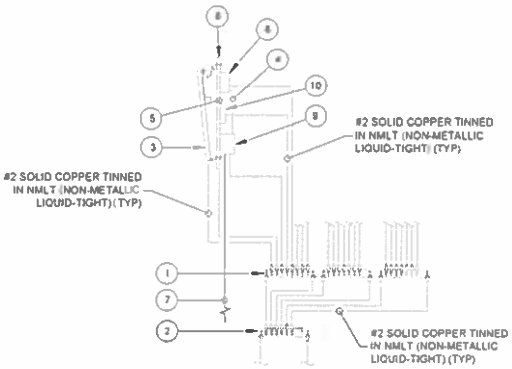


GROUNDING DETAIL

SCALE: NTS

KEYNOTE LEGEND

1 SECTOR GROUND BAR (TYP)
2 COLLECTOR GROUND BAR
3 NEW ANTENNA
4 SINGLE PAIR FIBER & DC POWER
5 JUMPER CABLE, 1/2" (TYP)
6 PIPE MOUNT
7 DC POWER & FIBER TO RAYCAP UNIT
8 REMOTE RADIO HEAD (RRH) (IF APPLICABLE)
9 DC6 RAYCAP SURGE SUPPRESSOR (IF APPLICABLE)
10 FILTER (IF APPLICABLE)



1 UTILIZE EXISTING AT&T GROUND BARS AND GROUNDING
2 ADD GROUND BARS IF THERE ARE INSUFFICIENT LUG POSITIONS.
3 REFERENCE AT&T BONDING & GROUNDING PRACTICE TP76416

ANTENNA GROUNDING SCHEMATIC

SCALE: NTS

JORDAN D. PHILLIPS LICENSE No. 82109 STATE OF FLORIDA PROFESSIONAL ENGINEER

SUBMITTALS

DATE	DESCRIPTION	REV	ISSUED BY
3/20/2024	FOR REVIEW	B	RM
3/28/2024	FOR REVIEW	C	RM
4/4/2024	FOR REVIEW	D	RM
4/15/2024	FOR REVIEW	E	RM
04/22/2024	FOR REVIEW	F	RM
11/10/2025	CONSTRUCTION	0	JP
02/03/2026	CONSTRUCTION	1	JP

DRAWN BY	SM
CHECKED BY	OA
APPV'D BY	RM
MNS PROJECT NO	47466-AEC

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PREPARED FOR

at&t
3210 LAKE EMMA ROAD
LAKE MARY, FL 32746

PREPARED BY

MasTec Network Solutions
1151 SE CARY PARKWAY, SUITE 101
CARY, NC 27518

SITE NAME
SAMOSET

SITE ADDRESS
1915 8TH AVENUE EAST
BRADENTON, FL 34208

FA LOCATION
10016244

SHEET TITLE
GROUNDING DETAILS

SHEET NUMBER
G-1

GENERAL NOTES

1. ALL REFERENCES TO OWNER HEREIN SHALL BE CONSTRUED TO MEAN AT&T OR IT'S DESIGNATED REPRESENTATIVE
2. ALL WORK PRESENTED ON THESE DRAWINGS MUST BE COMPLETED BY THE CONTRACTOR UNLESS NOTED OTHERWISE. THE CONTRACTOR MUST HAVE CONSIDERABLE EXPERIENCE IN PERFORMANCE OF WORK SIMILAR TO THAT DESCRIBED HEREIN. BY ACCEPTANCE OF THIS ASSIGNMENT, THE CONTRACTOR IS ATTESTING THAT HE DOES HAVE SUFFICIENT EXPERIENCE AND ABILITY, THAT HE IS KNOWLEDGEABLE OF THE WORK TO BE PERFORMED AND THAT HE IS PROPERLY LICENSED AND PROPERLY REGISTERED TO DO THIS WORK IN THE STATE AND/OR COUNTY IN WHICH IT IS TO BE PERFORMED
3. UNLESS SHOWN OR NOTED OTHERWISE ON THE CONTRACT DRAWINGS, OR IN THE SPECIFICATIONS, THE FOLLOWING NOTES SHALL APPLY TO THE MATERIALS LISTED HEREIN, AND TO THE PROCEDURES TO BE USED ON THIS PROJECT
4. ALL HARDWARE ASSEMBLY MANUFACTURER'S INSTRUCTIONS SHALL BE FOLLOWED EXACTLY AND SHALL SUPERCEDE ANY CONFLICTING NOTES ENCLOSED HEREIN
5. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO DETERMINE ERECTION PROCEDURE AND SEQUENCE TO ENSURE THE SAFETY OF THE STRUCTURE AND ITS COMPONENT PARTS DURING ERECTION AND/OR FIELD MODIFICATIONS. THIS INCLUDES, BUT IS NOT LIMITED TO, THE ADDITION OF WHATEVER TEMPORARY BRACING, GUYS, OR TIE DOWNS THAT MAY BE NECESSARY. SUCH MATERIAL SHALL BE REMOVED AND SHALL REMAIN THE PROPERTY OF THE CONTRACTOR AFTER THE COMPLETION OF THE PROJECT
6. ALL DIMENSIONS, ELEVATIONS, AND EXISTING CONDITIONS SHOWN ON THE DRAWINGS SHALL BE FIELD VERIFIED BY THE CONTRACTOR AND THE TESTING AGENCY PRIOR TO BEGINNING ANY MATERIALS ORDERING, FABRICATION, OR CONSTRUCTION WORK ON THIS PROJECT. ANY DISCREPANCIES SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNER AND THE OWNER'S ENGINEER. THE DISCREPANCIES MUST BE RESOLVED BEFORE THE CONTRACTOR IS TO PROCEED WITH THE WORK. THE CONTRACT DOCUMENTS DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK AND SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES. OBSERVATION VISITS TO THE SITE BY THE OWNER AND/OR THE ENGINEER SHALL NOT INCLUDE INSPECTION OF THE PROTECTIVE MEASURES OR THE CONSTRUCTION PROCEDURES
7. ALL MATERIALS AND EQUIPMENT FURNISHED SHALL BE NEW AND OF GOOD QUALITY, FREE FROM FAULTS AND DEFECTS AND IN CONFORMANCE WITH THE CONTRACT DOCUMENTS. ANY AND ALL SUBSTITUTIONS MUST BE PROPERLY APPROVED AND AUTHORIZED IN WRITING BY THE OWNER AND ENGINEER PRIOR TO INSTALLATION. THE CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE AS TO THE KIND AND QUALITY OF THE MATERIALS AND EQUIPMENT BEING SUBSTITUTED
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INITIATING, MAINTAINING, AND SUPERVISING ALL SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK. THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THAT THIS PROJECT AND RELATED WORK COMPLIES WITH ALL APPLICABLE LOCAL STATE, AND FEDERAL SAFETY CODES AND REGULATIONS GOVERNING THIS WORK
9. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE LATEST EDITION OF THE LOCAL BUILDING CODE
10. ALL PROPOSED CELLULAR EQUIPMENT AND FIXTURES SHALL BE FURNISHED BY OWNER FOR INSTALLATION BY THE CONTRACTOR, UNLESS SPECIFICALLY NOTED OTHERWISE HEREIN
11. ACCESS TO THE PROPOSED WORK SITE MAY BE RESTRICTED. THE CONTRACTOR SHALL COORDINATE INTENDED CONSTRUCTION ACTIVITY, INCLUDING WORK SCHEDULE AND MATERIALS ACCESS WITH THE RESIDENT LEASING AGENT FOR APPROVAL
12. PREFABRICATED BUILDING INSTALLATION SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS

STRUCTURAL STEEL NOTES

1. STRUCTURAL STEEL SHALL CONFORM TO THE LATEST EDITION OF THE A I S C SPECIFICATIONS FOR STRUCTURAL STEEL BUILDINGS- ALLOWABLE STRESS DESIGN AND PLASTIC DESIGN INCLUDING THE COMMENTARY AND THE A I S C. CODE OF STANDARD PRACTICE
2. STRUCTURAL STEEL PLATES AND SHAPES SHALL CONFORM TO ASTM A36. ALL STRUCTURAL STEEL PIPES SHALL CONFORM TO ASTM A53 GRADE B. ALL STRUCTURAL STEEL TUBING SHALL CONFORM TO ASTM A500 GRADE B. ALL STRUCTURAL STEEL COMPONENTS AND FABRICATED ASSEMBLIES SHALL BE HOT DIP GALVANIZED AFTER FABRICATION
3. WELDING SHALL BE IN ACCORDANCE WITH THE AMERICAN WELDING SOCIETY (AWS) D 1 1/D1.1M:2010 STRUCTURAL WELDING CODE-STEEL WELD ELECTRODES SHALL BE E70XX
4. ALL COAXIAL CABLE CONNECTORS AND TRANSMITTER EQUIPMENT SHALL BE AS SPECIFIED BY THE OWNER AND IS NOT INCLUDED IN THESE CONSTRUCTION DOCUMENTS. THE CONTRACTOR SHALL FURNISH ALL CONNECTION HARDWARE REQUIRED TO SECURE THE CABLES. CONNECTION HARDWARE SHALL BE STAINLESS STEEL
5. ALL REINFORCING STEEL SHALL CONFORM TO ASTM 615 GRADE 60. DEFORMED BILLET STEEL BARS. WELDED WIRE FABRIC REINFORCING SHALL CONFORM TO ASTM A185
6. THE FABRICATION AND ERECTION OF STRUCTURAL STEEL SHALL CONFORM TO THE LATEST A I S C. SPECIFICATIONS
7. ALL CONNECTIONS NOT FULLY DETAILED ON THESE PLANS SHALL BE DETAILED BY THE STEEL FABRICATOR IN ACCORDANCE WITH SPECIFICATIONS
8. HOT-DIP GALVANIZE ITEMS SPECIFIED TO BE ZINC-COATED, AFTER FABRICATION WHERE PRACTICAL. GALVANIZING: ASTM A 123, ASTM A 153/A 153M OR ASTM A 653/A 653M, G90, AS APPLICABLE
9. REPAIR DAMAGED SURFACES WITH GALVANIZING REPAIR METHOD AND PAINT CONFORMING TO ASTM A 780 OR BY APPLICATION OF STICK OR THICK PASTE MATERIAL SPECIFICALLY DESIGNED FOR REPAIR OF GALVANIZING. CLEAN AREAS TO BE REPAIRED, AND REMOVE SLAG FROM WELDS. HEAT SURFACES TO WHICH STICK OR PASTE MATERIAL IS APPLIED WITH A TORCH TO A TEMPERATURE SUFFICIENT TO MELT THE METALLICS IN STICK OR PASTE, SPREAD MOLTEN MATERIAL UNIFORMLY OVER SURFACES TO BE COATED AND WIPE OFF EXCESS MATERIAL
10. CONTRACTOR SHALL FOLLOW THE MANUFACTURER'S INSTRUCTIONS/SPECIFICATIONS IF NO INFORMATION IS CONTAINED IN THESE PLANS OR IF THE MANUFACTURER'S SPECIFICATIONS ARE STRICTER

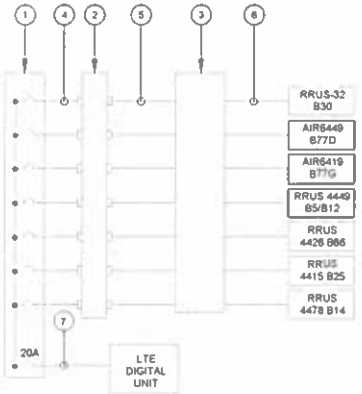
NOTE: REFER TO AT&T SPECIFICATIONS AS THE CONTROLLING STANDARD FOR PROPOSED CONSTRUCTION

PERMITS

1. CONTRACTOR SHALL SECURE ALL NECESSARY PERMITS FOR THIS PROJECT FROM ALL APPLICABLE GOVERNMENTAL AGENCIES
2. ANY PERMITS WHICH MUST BE OBTAINED SHALL BE THE CONTRACTOR'S RESPONSIBILITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ABIDING BY ALL CONDITIONS AND REQUIREMENTS OF THE PERMITS
3. ALL WORK SHALL BE IN ACCORDANCE WITH LOCAL CODES AND THE ACI 318-08 "BUILDING REQUIREMENTS FOR STRUCTURAL CONCRETE"
4. THE CONTRACTOR SHALL NOTIFY THE APPLICABLE JURISDICTIONAL (STATE, COUNTY, OR CITY) ENGINEER 24 HOURS PRIOR TO THE BEGINNING OF CONSTRUCTION
5. ALL DIMENSIONS SHALL BE VERIFIED WITH THE PLANS (LATEST REVISION) PRIOR TO COMMENCING CONSTRUCTION. NOTIFY THE OWNER IMMEDIATELY IF DISCREPANCIES ARE DISCOVERED. THE CONTRACTOR SHALL HAVE A SET OF APPROVED PLANS AVAILABLE AT THE SITE AT ALL TIME WHEN WORK IS BEING PERFORMED. A DESIGNATED RESPONSIBLE EMPLOYEE SHALL BE AVAILABLE FOR CONTACT BY GOVERNING AGENCY INSPECTORS

MISCELLANEOUS

1. ALL THREADED STRUCTURAL FASTENERS FOR ANTENNA SUPPORT ASSEMBLIES SHALL CONFORM TO ASTM A307 OR ASTM 36. ALL STRUCTURAL FASTENERS FOR STRUCTURAL STEEL FRAMING SHALL CONFORM TO ASTM A325. FASTENERS SHALL BE 5/8" MIN. DIA. BEARING TYPE CONNECTIONS WITH THREADS EXCLUDED FROM THE PLANE. ALL EXPOSED FASTENERS, NUTS, AND WASHERS SHALL BE GALVANIZED UNLESS OTHERWISE NOTED. ALL ANCHORS INTO CONCRETE SHALL BE STAINLESS STEEL
2. THE CONTRACTOR SHALL FURNISH ALL CONNECTOR HARDWARE REQUIRED TO SECURE THE CABLES. CONNECTION HARDWARE SHALL BE STAINLESS STEEL
3. NORTH ARROW SHOWN ON PLANS REFERS TO TRUE NORTH. CONTRACTOR SHALL VERIFY NORTH AND NOTIFY CONSULTANT OF ANY DISCREPANCY BEFORE STARTING CONSTRUCTION
4. PROVIDE LOCK WASHERS FOR ALL MECHANICAL CONNECTORS FOR GROUND CONDUCTORS. USE STAINLESS STEEL HARDWARE THROUGHOUT
5. THOROUGHLY REMOVE ALL PAINT AND CLEAN ALL DIRT FROM SURFACES REQUIRING GROUND CONNECTIONS
6. MAKE ALL GROUND CONNECTIONS AS SHORT AND DIRECT AS POSSIBLE. AVOID SHARP BENDS. ALL BENDS TO BE A MIN. OF 8" RADIUS
7. FOR GROUNDING TO BUILDING FRAME AND HATCH PLATE GROUND BARS, USE A TWO-BOLT HOLE NEPA DRILLED CONNECTOR SUCH AS T&B 32007 OR APPROVED EQUAL
8. FOR ALL EXTERNAL GROUND CONNECTORS, CLAMPS, AND CADWELDS, APPLY A LIBERAL PROTECTIVE COATING OR AN ANTI-OXIDE COMPOUND SUCH AS "NO-OXIDE A" BY DEARBORN CHEMICAL COMPANY
9. REPAIR ALL METAL SURFACES THAT HAVE BEEN CUT OR DAMAGED BY REMOVING ANY EXISTING RUST AND APPLYING COLD GALVANIZATION
10. ANTENNA CABLE LENGTHS HAVE BEEN DETERMINED BASED ON THESE PLANS. CABLE LENGTHS LISTED ARE APPROXIMATED AND ARE NOT INTENDED TO BE USED FOR FABRICATION DUE TO FIELD CONDITIONS. ACTUAL CABLE LENGTHS VARY. CONTRACTOR MUST FIELD VERIFY ANTENNA CABLE LENGTHS PRIOR TO ORDER



KEYNOTE LEGEND:
1. -48V DC POWER PLANT. CONTRACTOR TO VERIFY CORRECT BREAKER SIZE IS INSTALLED FOR EACH RRU PER CHART
2. (1) RACK MOUNTED RAYCAP DC SURGE PROTECTOR
3. RAYCAP FIBER AND DC DISTRIBUTION UNIT TOWER/ROOFTOP MOUNTED
4. #* AWG SHIELDED CONDUCTORS
5. PROVIDE (2) 6-CONDUCTOR #* AWG BUNDLES FOR DC POWER FROM RACK MOUNTED RAYCAP SURGE PROTECTION UNIT TO THE RAYCAP FIBER AND DISTRIBUTION UNIT ON TOWER
6. DC CABLE ROUTED TO RRH UNITS
7. #12AWG SHIELDED CONDUCTORS

* PER AT&T PRACTICE

ELECTRICAL NOTE

- ALL ELECTRICAL UPGRADES ARE BEING PERFORMED ON THE DC RECTIFIERS AND DC SIDE OF THE POWER PLANT. THESE UPGRADES WILL NOT REQUIRE ANY CHANGES TO THE AC LOADING
- ALL NEWLY PLACED DC JUMPER CABLES WILL BE #8 AWG

ABBREVIATIONS

AC	ALTERNATING CURRENT
AGP	ABOVE GROUND POWER
AGT	ABOVE GROUND TELCO
AIC	AMPERAGE INTERRUPTION CAPACITY
ATS	AUTOMATIC TRANSFER SWITCH
AWG	AMERICAN WIRE GAUGE
BTC	BARE TINNED COPPER CONDUCTOR
BATT	BATTERY
CHG	CHARGING
COMM	COMMON
DC	DIRECT CURRENT
DIA	DIAMETER
DWG	DRAWING
EC	ELECTRICAL CONDUCTOR
EMT	ELECTRICAL METALLIC TUBING
FIF	FACILITY INTERFACE FRAME
GEN	GENERATOR
GPS	GLOBAL POSITIONING SYSTEM
HVAC	HEAT/VENTILATION/AIR CONDITIONING
IGR	INTERIOR GROUNDING RING (HALO)
MGB	MASTER GROUNDING BAR
MIN	MINIMUM
M/W	MICROWAVE
MTS	MANUAL TRANSFER SWITCH
NEC	NATIONAL ELECTRICAL CODE
OC	ON CENTER
OHP	OVERHEAD POWER
OHU	OVERHEAD UTILITIES
PP	POLARIZING PRESERVING
PCU	PRIMARY CONTROL UNIT
PDU	PROTOCOL DATA UNIT
RECT	RECTIFIER
RMC	RIGID METALLIC CONDUIT
RRU	REMOTE RADIO UNIT
RWY	RACEWAY
SIAD	SMART INTEGRATED ACCESS DEVICE
TVSS	TRANSIENT VOLTAGE SUPPRESSION SYSTEM
TYP	TYPICAL
UGD	UNDERGROUND DUCT
UGP	UNDERGROUND POWER
UGT	UNDERGROUND TELCO
UPS	UNINTERRUPTIBLE POWER SOURCE (DC POWER PLANT)

GENERAL NOTES TO APPLY IN APPLICABLE SITUATIONS ONLY

SYMBOLS LIST

(SYMBOLS SHOWN MAY NOT BE USED ON THIS PROJECT)

- CONDUIT RISER UP
- CONDUIT RISER DOWN
- GROUNDING CONDUCTOR
- INDICATES CIRCUIT CONTINUATION
- ENCLOSED CIRCUIT BREAKER (SIZE AS SHOWN)
- FUSED DISCONNECT SWITCH (SIZE AS SHOWN)
- RECEPTACLE PANELBOARD, 120/240 VOLT
- NOTES REFERENCE SYMBOLS, DENOTED "SEE NOTE NO 1"
- INDICATES MOUNTING HEIGHT AFF
- EXISTING ELEC EQUIPMENT TO REMAIN

ERICSSON RRU BREAKER REQUIREMENTS

ERICSSON RADIO	SIZE BREAKER	TECHNOLOGY
RRUS-32 B66	30 AMP	AWS (2100)
RRUS-32 B30	20 AMP	WCS (2300)
RRUS-32 B2	30 AMP	PCS (1900)
RRUS-11	25 AMP	VAR BANDS: (700 [B12], 850 [B5], 1900 [B2], 2100 [B4])
RRUS-12 + A2	25 AMP	VAR BANDS: (850 [B5], 1900 [B2], 2100 [B4])
RRUS 4415 B25	25 AMP	1900
RRUS 4426 B66	30 AMP	2100
RRUS 4478 B14	25 AMP	700
RRUS 4478 B5	25 AMP	850
RRUS 4478 B12	25 AMP	700
RRUS E2 B29	25 AMP	700 (B29 TX ONLY)
RRUS 4449 B5/B12	2 X 25 AMP OR 1 40 AMP	700/ 850 2 SEPARATE DC POWER CABLES OR 1 DC TRUNK POWER CABLE WITH A #10AWG Y DC SPLITTER CABLE TO THE RADIO'S 2 DC POWER CONNECTIONS
RRUS 8843 B2/B66A	2 X 30 AMP OR 1 40 AMP	1900 / 2100 2 SEPARATE DC POWER CABLES OR 1 DC TRUNK POWER CABLE WITH A #10AWG Y DC SPLITTER CABLE TO THE RADIO'S 2 DC POWER CONNECTIONS
RRUS 4460 B2/B66	2 X 40 AMP or 1 50 AMP	1900 / 2100 2 SEPARATE DC POWER CABLES OR 1 DC TRUNK POWER CABLE WITH A #8 AWG Y DC SPLITTER CABLE TO THE RADIO'S 2 DC POWER CONNECTIONS
RRUS 2203 B14	10 AMP	B14
RRUS 2203 B2/B5	7 AMP AC	850, 1900
RRUS 2203 B2/B5	10 AMP DC	850, 1900
RRUS 2205 B46	7 AMP AC OR 10 AMP DC	5 GHz
RRUS 4402 B66/B25	10 AMP	PCS (1900) AWS (2100)
RRUS 4415 B30	25 AMP	2300
RRUS 8863	50 AMP	5G C-BAND/DOD (C-BAND 3.8 – 4.2 GHZ)
RRUS 2012 B29	15 AMP	700 (B29 TX ONLY)
RRUS 4455	15 AMP	1900/2100
RADIO 4590	50 AMP	B2/B5-B66
RADIO 4490	50 AMP	B5/B12 DUAL BAND
RADIO 4467	45 AMP	N77 DUAL C-BAND/3.45GHZ
RADIO 4435 B77D	15 AMP DC	C-BAND PICO RADIO 3.7 - 3.98 GHZ
RADIO 4435 B77D	10 AMP AC	C-BAND PICO RADIO 3.7 - 3.98 GHZ
RADIO 4408	15 AMP DC OR 10 AMP AC	3.45 GHZ PICO RADIO
LPRU 4420 B25/B66	15 AMP DC OR 10 AMP AC	PCS 1900/AWS 2100
LPRU 4419 B5/B12	15 AMP DC OR 10 AMP AC	700/850
AIR 6488 B48	35 AMP	CBRS 3.55 - 3.7 GHz
AIR 6472 B77G/B77M	50 AMP DC	DUAL BAND C-BAND/DOD
AIR 6449 B77D	50 AMP	5G CBAND
AIR6419 B77G	50 AMP	5G DOD
AIR 5331 RADIO	20 AMP DC OR 15 AMP AC	AIR INTEGRATED 5G RADIO 39GHZ
AIR 5322 RADIO	10 AMP DC OR 6 AMP AC	AIR INTEGRATED B260
AIR 3246 B25 B66	45 OR 50 AMP	AIR INTEGRATED 1900 OR 2100 MHZ RADIO
AIR 1641 B25/B66 RADIO	50 AMP	AIR INTEGRATED B25/B66 RADIO
AIR 1281 RADIO	10 AMP DC OR 6 AMP AC	AIR INTEGRATED 5G MICRO RADIO 39GHZ
AIR6464 B77D B77G	2 X 50 AMP	5G
AIR6472 B77D B77G	50 AMP	5G

JORDAN D. PHILLIPS LICENSE No. 82109 STATE OF FLORIDA PROFESSIONAL ENGINEER

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02/03/2026	CONSTRUCTION	1	JP

DRAWN BY	SM
CHECKED BY	OA
APPVD BY	RM
MNS PROJECT NO	47466-AEC

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at&t
3210 LAKE EMMA ROAD
LAKE MARY, FL 32746

PREPARED BY

MasTec Network Solutions
1151 SE CARY PARKWAY, SUITE 101
CARY, NC 27518

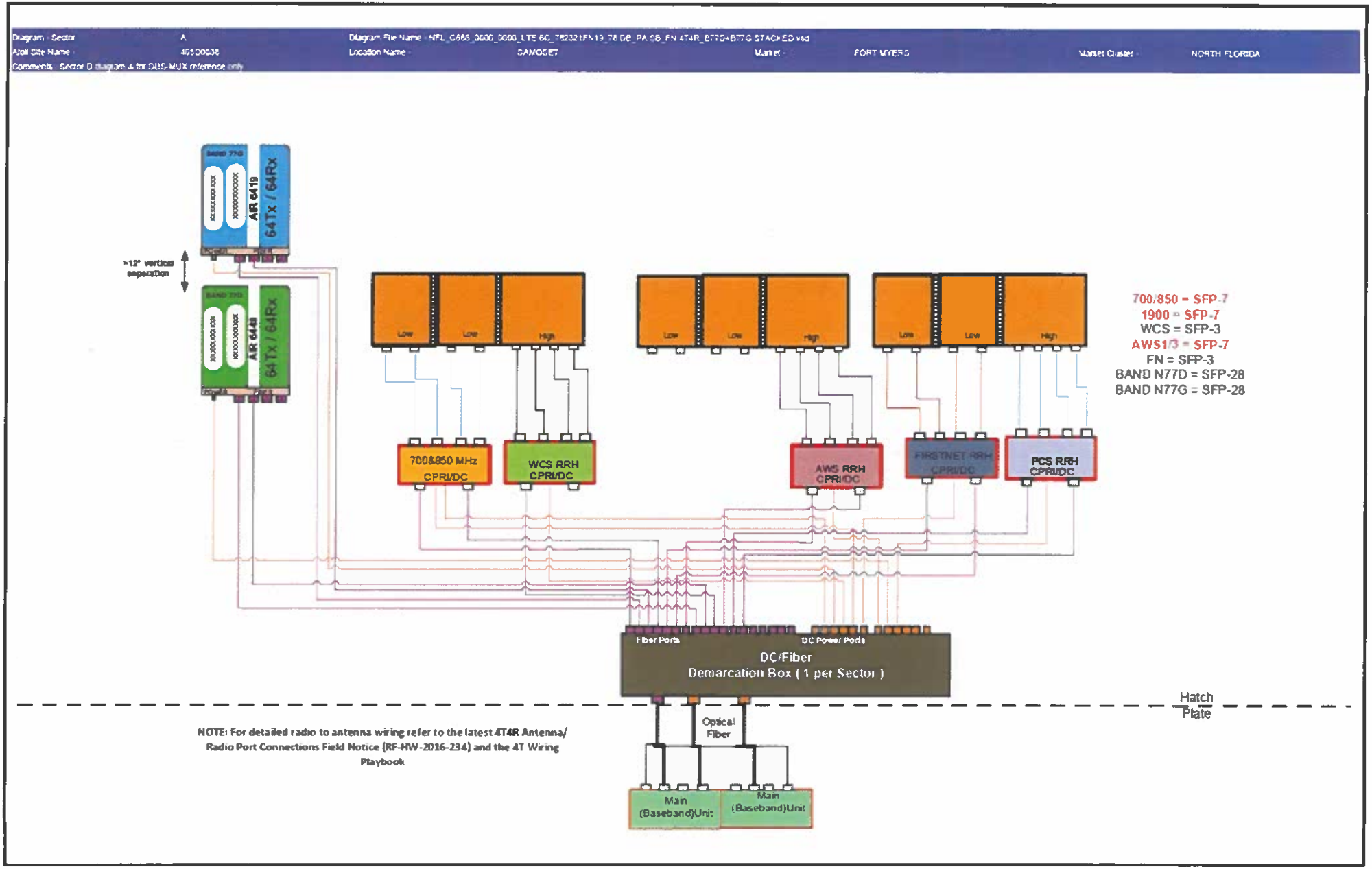
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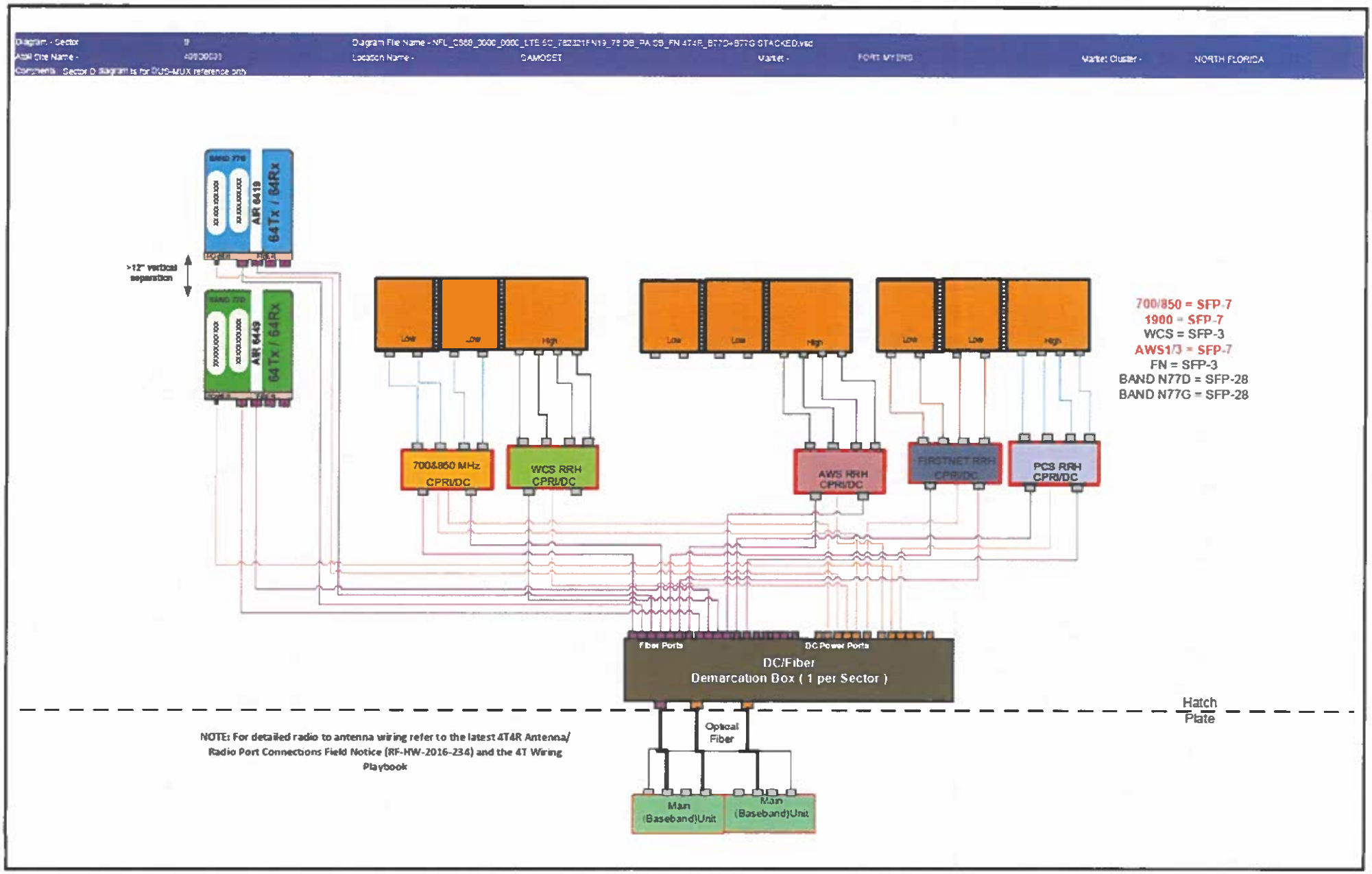
SITE ADDRESS
1915 8TH AVENUE EAST
BRADENTON, FL 34208

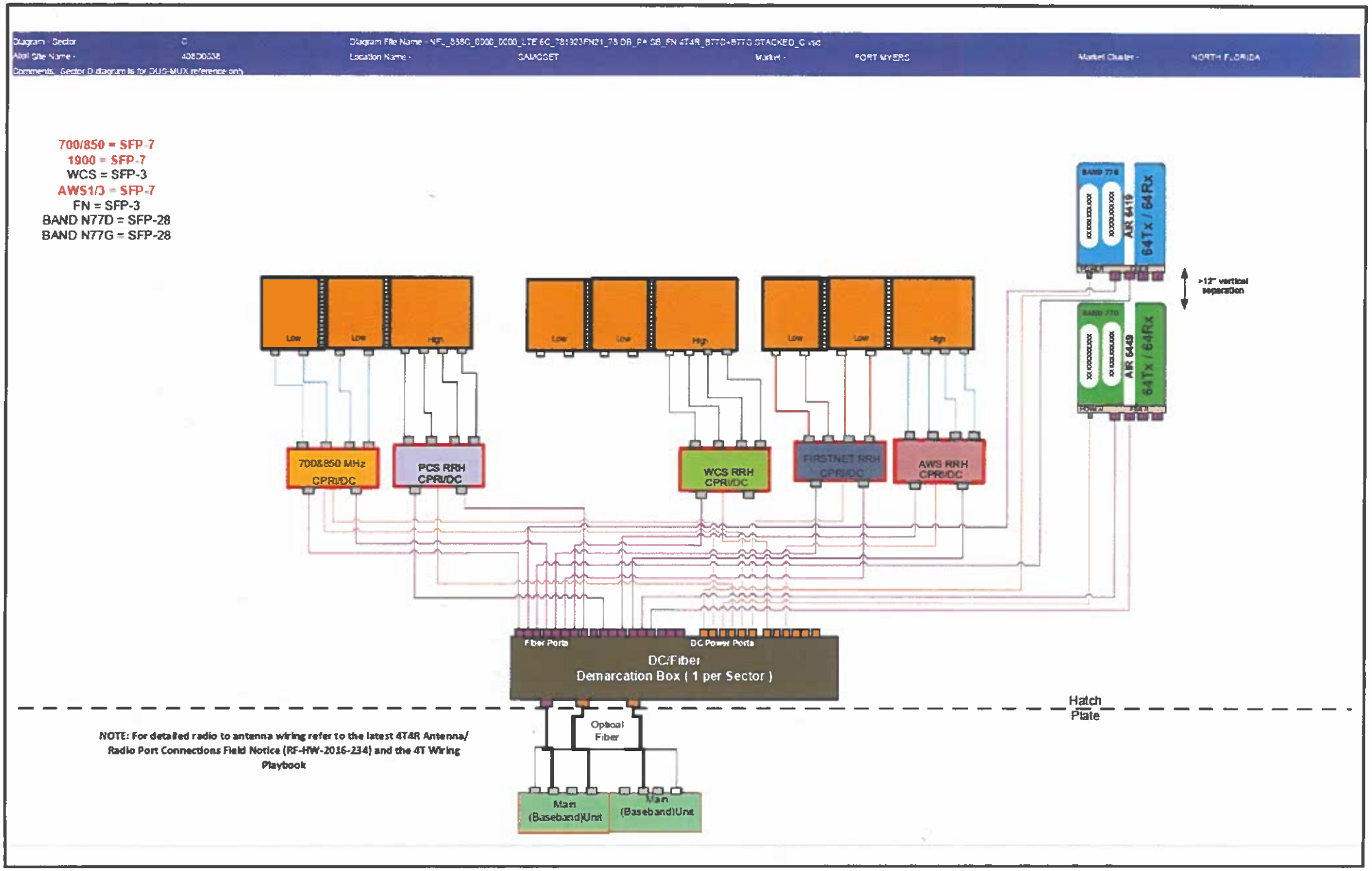
FA LOCATION
10016244

SHEET TITLE
GENERAL NOTES

SHEET NUMBER
GN-1


Diagram - Sector A
Diagram File Name - NFL_C666_0000_0000_LTE 6G_78232 FN19_78 DB_PA 6B_FN 4T4R_B77G+B77G STACKED.vsd
Atoll Site Name - 405D0038
Location Name - SAMOSET
Market - FORT MYERS
Market Cluster - NORTH FLORIDA
Comments - Sector D diagram is for DUG-MUX reference only
AIR 6419
64Tx / 64Rx
AIR 6449
64Tx / 64Rx
>12" vertical separation
Low
Low
High
Low
Low
High
Low
Low
High
700&850 MHz CPRI/DC
WCS RRH CPRI/DC
AWS RRH CPRI/DC
FIRSTNET RRH CPRI/DC
PCS RRH CPRI/DC
700/850 = SFP-7
1900 = SFP-7
WCS = SFP-3
AWS1/3 = SFP-7
FN = SFP-3
BAND N77D = SFP-28
BAND N77G = SFP-28
Fiber Ports
DC Power Ports
DC/Fiber
Demarcation Box (1 per Sector)
Hatch Plate
Optical Fiber
Main (Baseband)Unit
Main (Baseband)Unit
NOTE: For detailed radio to antenna wiring refer to the latest 4T4R Antenna/ Radio Port Connections Field Notice (RF-HW-2016-234) and the 4T Wiring Playbook


Diagram - Sector
Diagram File Name - NFL_C568_3000_0000_LTE 6C_7823218N19_78 DB_PA 05_FN 4T4R_B77D+B77G STACKED.vsd
Location Name -
GAMOSET
Market -
Market Cluster -
NORTH FLORIDA
Comments - Sector D diagram is for RUS-MUX reference only
AIR 6419
64Tx / 64Rx
AIR 6449
64Tx / 64Rx
>12" vertical separation
Low
Low
High
700&850 MHz CPRI/DC
WCS RRH CPRI/DC
AWS RRH CPRI/DC
FIRSTNET RRH CPRI/DC
PCS RRH CPRI/DC
700/850 = SFP-7
1900 = SFP-7
WCS = SFP-3
AWS1/3 = SFP-7
FN = SFP-3
BAND N77D = SFP-28
BAND N77G = SFP-28
Fiber Ports
DC Power Ports
DC/Fiber
Demarcation Box (1 per Sector)
Hatch Plate
Optical Fiber
Main (Baseband)Unit
Main (Baseband)Unit
NOTE: For detailed radio to antenna wiring refer to the latest 4T4R Antenna/ Radio Port Connections Field Notice (RF-HW-2016-234) and the 4T Wiring Playbook


Diagram - Sector C
Diagram File Name - NF_838C_0000_0000_LTE 6C_781923FN21_78 DB_PA SB_FN 4T4R_B77D+B77G STACKED_C.vsd
Comments - Sector D diagram is for DUG-MUX reference only
Location Name - OAKCOET
Market - FORT MYERS
Market Cluster - NORTH FLORIDA
700/850 = SFP-7
1900 = SFP-7
WCS = SFP-3
AWS1/3 = SFP-7
FN = SFP-3
BAND N77D = SFP-28
BAND N77G = SFP-28
Low
Low
High
700&850 MHz CPRI/DC
PCS RRH CPRI/DC
WCS RRH CPRI/DC
FIRSTNET RRH CPRI/DC
AWS RRH CPRI/DC
AIR 6419
64Tx / 64Rx
AIR 6449
64Tx / 64Rx
>12" vertical separation
Fiber Ports
DC Power Ports
DC/Fiber
Demarcation Box (1 per Sector)
Hatch Plate
Optical Fiber
Main (Baseband)Unit
Main (Baseband)Unit
NOTE: For detailed radio to antenna wiring refer to the latest 4T4R Antenna/ Radio Port Connections Field Notice (RF-HW-2016-234) and the 4T Wiring Playbook

STRUCTURAL DESIGN DRAWINGS

SITE NAME:

WSTFL0031965

SITE NUMBER:

10016244

SITE ADDRESS:

1915 8TH AVE EAST
BRADENTON, FL 34208
(MANATEE COUNTY)
N 27°29'33.56", W 82°32'26.32"

MODIFICATION PROVISIONS

THE MODIFICATIONS DEPICTED ON THESE DRAWINGS ARE BASED ON THE RECOMMENDATIONS OUTLINED IN THE STRUCTURAL MODIFICATION ANALYSIS REPORT COMPLETED BY TEP, JOB#: 48121.1217145 DATED JANUARY 29, 2026 (REV 0) PER TIA-222-H. THIS REPORT IS BASED ON A SPECIFIC ANTENNA LOADING AND COAX CONFIGURATION. SEE THE REPORT FOR THE ANTENNA AND COAX LOADING INFORMATION. ANY OTHER ANTENNA OR COAX CONFIGURATION REQUIRES REVIEW BY TEP. SATISFACTORY COMPLETION OF THE MODIFICATIONS INDICATED ON THESE DRAWINGS WILL RESULT IN THE STRUCTURE MEETING THE REQUIREMENTS OF THE SPECIFICATIONS UNDER WHICH THE STRUCTURAL WAS COMPLETED.

CONTRACTOR SHALL FIELD VERIFY ALL: DIMENSIONS, QUANTITIES, PART NUMBERS AND COAX/ANTENNA PLACEMENTS PRIOR TO BIDDING, ORDERING MATERIALS, AND CONSTRUCTION

ATTENTION

QUALIFIED ENGINEERING SERVICES ARE AVAILABLE FROM TEP TO ASSIST CONTRACTORS IN CLASS IV RIGGING PLAN REVIEWS. FOR REQUESTED QUALIFIED ENGINEERING SERVICES, CONTACT TEP FOR QUOTE AT RIGGING@TEPGROUP.NET.

INDEX OF SHEETS

NO.	SHEET TITLE	REV
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N-1	MI CHECKLIST AND NOTES	0
N-2	PROJECT NOTES I	0
N-3	PROJECT NOTES II	0
S-1	TANK ELEVATION AND MODIFICATION SCHEDULE	0
S-2	ANTENNA MOUNT DETAILS I	0
S-3	ANTENNA MOUNT DETAILS II	0
S-4	ANTENNA MOUNT DETAILS III	0

PROJECT TEAM

PROJECT CONTACT:

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CITY, STATE, ZIP	CORAL GABLES, FL 33134
CONTACT	JOHN ABSHIRE

ENGINEERING FIRM PROJECT MANAGER:

NAME	TEP
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TEP IS A FAMILY OF COMPANIES LICENSED TO PROVIDE DIFFERENT SERVICES IN DIFFERENT JURISDICTIONS, DEPENDING ON THE JURISDICTION, PROFESSIONAL ENGINEERING AND LAND SURVEYING SERVICES ARE PROVIDED BY TEP DPCO LLC, A DELAWARE LIMITED LIABILITY COMPANY, TEP ENGINEERING, PLLC, A NORTH CAROLINA PROFESSIONAL LIMITED LIABILITY COMPANY, OR M&H ENGINEERING, PLLC, A NEW YORK PROFESSIONAL LIMITED LIABILITY COMPANY (GENERAL CONTRACTOR SERVICES ARE PROVIDED BY TEP48 DPCO LLC, A DELAWARE LIMITED LIABILITY COMPANY WE ACQUIRE THE REQUISITE LICENSES IN EACH STATE. ADDITIONAL INFORMATION CAN BE OBTAINED FROM THE COMPANY

PLANS PREPARED FOR:

MasTec Communications Group

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PROJECT INFORMATION:

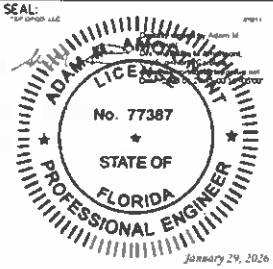
WSTFL0031965
(10016244)

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SEAL:



January 29, 2026

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REV	DATE	ISSUED FOR:
0	01.29.25	MODIFICATION DRAWINGS

DRAWN BY: EAJ | CHECKED BY: PRS

SHEET TITLE:

TITLE SHEET

SHEET NUMBER: **T-1**

REVISION: **0**

TEP #: 48221.1217145

MI CHECKLIST

REQUIRED	REPORT ITEM	BRIEF DESCRIPTION
	PRE-CONSTRUCTION	
NA	EOR APPROVED SHOP DRAWINGS	ONCE THE PRE-MODIFICATION MAPPING IS COMPLETE AND PRIOR TO FABRICATION, THE CONTRACTOR SHALL PROVIDE DETAILED ASSEMBLY DRAWINGS AND/OR SHOP DRAWINGS ALONG WITH EOR RFI FORM DETAILING ANY CHANGES FROM THE ORIGINAL DESIGN TO THE EOR FOR REVIEW AND APPROVAL.
X	FABRICATION INSPECTION	A LETTER FROM THE FABRICATOR, STATING THAT THE WORK WAS PERFORMED IN ACCORDANCE WITH INDUSTRY STANDARDS AND THE CONTRACT DOCUMENTS, SHALL BE PROVIDED TO THE MI INSPECTOR FOR INCLUSION IN THE MI REPORT
NA	FABRICATOR CERTIFIED WELD INSPECTION	A CWI SHALL INSPECT ALL WELDING PERFORMED ON STRUCTURAL MEMBERS DURING FABRICATION. A WRITTEN REPORT SHALL BE PROVIDED TO THE MI INSPECTOR FOR INCLUSION IN THE MI REPORT
X	MATERIAL TEST REPORTS (MTR)	MATERIAL TEST REPORTS SHALL BE PROVIDED FOR MATERIAL USED. MTRS SHALL BE PROVIDED TO THE MI INSPECTOR FOR INCLUSION IN THE MI REPORT
NA	FABRICATOR NDE INSPECTION REPORT	CRITICAL SHOP WELDS THAT REQUIRE TESTING ARE NOTED ON THESE CONTRACT DRAWINGS. A CERTIFIED NDT INSPECTOR SHALL PERFORM NON-DESTRUCTIVE EXAMINATION AND A REPORT SHALL BE PROVIDED TO THE MI INSPECTOR FOR INCLUSION IN THE MI REPORT
NA	NDE OF MONOPOLE BASE PLATE	A NDE OF THE POLE TO BASE PLATE CONNECTION IS REQUIRED AND A WRITTEN REPORT SHALL BE PROVIDED TO THE MI INSPECTOR FOR INCLUSION IN THE MI REPORT
X	PACKING SLIPS	PACKING/SHIPPING LIST FOR ALL MATERIAL USED DURING CONSTRUCTION OF THE MODIFICATION
ADDITIONAL TESTING AND INSPECTIONS:		
NA		
	CONSTRUCTION	
NA	FOUNDATION INSPECTIONS	A VISUAL OBSERVATION OF THE EXCAVATION AND REBAR SHALL BE PERFORMED BEFORE PLACING THE CONCRETE. A VISUAL OBSERVATION OF THE REBAR SHALL BE PERFORMED BEFORE PLACING THE EPOXY. A SEALED WRITTEN REPORT SHALL BE PROVIDED TO THE MI INSPECTOR FOR INCLUSION IN THE MI REPORT
NA	CONCRETE COMP. STRENGTH AND SLUMP TEST	THE CONCRETE MIX DESIGN, SLUMP TEST, AND COMPRESSIVE STRENGTH TESTS SHALL BE PROVIDED AS PART OF THE FOUNDATION REPORT.
NA	EARTHWORK: SOIL COMPACTION	FOUNDATION SOIL COMPACTION SHALL BE INSPECTED AND APPROVED BY AN APPROVED FOUNDATION INSPECTOR AND RESULTS INCLUDED AS PART OF THE FOUNDATION REPORT
NA	EARTHWORK: BEARING CAPACITY	FOUNDATION SUB-GRADES SHALL BE INSPECTED AND APPROVED BY AN APPROVED FOUNDATION INSPECTOR AND RESULTS INCLUDED AS PART OF THE FOUNDATION REPORT
NA	MICROPILE/ROCK ANCHOR	MICROPILES/ROCK ANCHORS SHALL BE INSPECTED BY THE FOUNDATION INSPECTION VENDOR AND SHALL BE INCLUDED AS PART OF THE FOUNDATION INSPECTION REPORT. ADDITIONAL TESTING AND/OR INSPECTION REQUIREMENTS ARE NOTED IN THESE CONTRACT DOCUMENTS.
NA	POST-INSTALLED ANCHOR ROD VERIFICATION	POST INSTALLED ANCHOR ROD VERIFICATION SHALL BE PERFORMED AND A REPORT SHALL BE PROVIDED TO THE MI INSPECTOR FOR INCLUSION IN THE MI REPORT.
NA	BASE PLATE GROUT VERIFICATION	THE GENERAL CONTRACTOR SHALL PROVIDE DOCUMENTATION TO THE MI INSPECTOR THAT CERTIFIES THAT THE GROUT WAS REMOVED AND/OR INSTALLED IN ACCORDANCE WITH CONTRACTOR DOCUMENTS FOR INCLUSION IN THE MI REPORT.
X	FIELD CERTIFIED WELD INSPECTION	AN AWS CERTIFIED WELD INSPECTOR SHALL INSPECT AND TEST FIELD WELDS, IN ACCORDANCE WITH AWS D1.1/D1.1M: "STRUCTURAL WELDING CODE – STEEL" A REPORT SHALL BE PROVIDED. NDE OF FIELD WELDS SHALL BE PERFORMED AS REQUIRED PER CONTRACT DOCUMENTS. THE NDE REPORT SHALL BE INCLUDED IN THE CWI REPORT
NA	FIELD NDE	A NDE OF THE FIELD WELDS IN ACCORDANCE WITH AWS D1.1 AND ANY ADDITIONAL NDE REQUIREMENTS NOTED IN THESE DESIGN DOCUMENTS
X	ON-SITE COLD GALVANIZING VERIFICATION	THE GENERAL CONTRACTOR SHALL PROVIDE WRITTEN AND PHOTOGRAPHIC DOCUMENTATION TO THE MI INSPECTOR VERIFYING THAT ANY ON-SITE COLD GALVANIZING WAS APPLIED PER MANUFACTURER SPECIFICATIONS AND APPLICABLE STANDARDS.
NA	TENSION TWIST AND PLUMB	THE GENERAL CONTRACTOR SHALL PROVIDE A REPORT IN ACCORDANCE WITH APPLICABLE STANDAROS DOCUMENTING TENSION TWIST AND PLUMB
NA	CANISTER DRAWINGS	THE CONTRACTOR SHALL SUBMIT A LEGIBLE COPY OF ANY FINAL FABRICATION OR PARTS DRAWINGS PROVIDED BY THE CANISTER VENDOR
X	GC AS-BUILT DRAWINGS	THE GENERAL CONTRACTOR SHALL SUBMIT A LEGIBLE COPY OF THE ORIGINAL DESIGN DRAWINGS EITHER STATING "INSTALLED AS DESIGNED" OR NOTING ANY CHANGES THAT WERE REQUIRED AND APPROVED BY THE ENGINEER OF RECORD. EOR/RFI FORMS APPROVING ALL CHANGES SHALL BE SUBMITTED
ADDITIONAL TESTING AND INSPECTIONS:		
NA		
	POST-CONSTRUCTION	
X	CONSTRUCTION COMPLIANCE LETTER	A LETTER FROM THE GENERAL CONTRACTOR STATING THAT THE WORKMANSHIP WAS PERFORMED IN ACCORDANCE WITH INDUSTRY STANDARDS AND THESE CONTRACT DRAWINGS
NA	POST-INSTALLED ANCHOR ROD PULL TESTS	POST-INSTALLED ANCHOR RODS SHALL BE TESTED BY A PULL TEST INSPECTOR AND A REPORT SHALL BE PROVIDED INDICATING TESTING RESULTS
X	PHOTOGRAPHS	PHOTOGRAPHS SHALL BE SUBMITTED TO THE MI. PHOTOS SHALL DOCUMENT ALL PHASES OF THE CONSTRUCTION. THE PHOTOS SHALL BE ORGANIZED IN A MANNER THAT EASILY IDENTIFIES THE EXACT LOCATION OF THE PHOTO.
X	BOLT HOLE INSTALLATION VERIFICATION REPORT	THE MI INSPECTOR SHALL VERIFY THE HOLE SIZE AND CONDITION OF 10% OF ALL NON PRE-TENSIONED BOLTS INSTALLED AS PART OF THE MODIFICATION. THE MI REPORT SHALL CONTAIN THE COMPLETED BOLT INSTALLATION VERIFICATION REPORT, INCLUDING THE SUPPORTING PHOTOGRAPHS
X	PUNCH LIST DEVELOPMENT AND CORRECTION DOCUMENTATION	FINAL PUNCH LIST INDICATING ALL NONCONFORMANCE(S) IDENTIFIED AND THE FINAL RESOLUTION/APPROVAL.
X	MI INSPECTOR RECORD DRAWING(S)	THE MI INSPECTOR SHALL OBSERVE AND REPORT ANY DISCREPANCIES BETWEEN THE CONTRACTOR'S REDLINE DRAWING AND THE ACTUAL COMPLETED INSTALLATION.
ADDITIONAL TESTING AND INSPECTIONS:		
NA		

THE MI CHECKLIST SHALL BE REVIEWED PRIOR TO THE START OF CONSTRUCTION. ALL PARTIES TO THE MODIFICATION SHALL UNDERSTAND INSPECTION/DOCUMENTATION THAT IS APPLICABLE TO THE SCOPE OF WORK THEY ARE PERFORMING. ERRORS ON THE MI CHECKLIST SHALL BE BROUGHT TO THE ATTENTION OF THE TOWER OWNER POINT OF CONTACT AND EOR AS SOON AS POSSIBLE.

MODIFICATION INSPECTION NOTES:

GENERAL

THE MI IS AN ON-SITE VISUAL AND HANDS-ON INSPECTION OF TOWER MODIFICATIONS INCLUDING A REVIEW OF CONSTRUCTION REPORTS AND ADDITIONAL PERTINENT DOCUMENTATION PROVIDED BY THE GENERAL CONTRACTOR (GC), AS WELL AS ANY INSPECTION DOCUMENTS PROVIDED BY 3RD PARTY INSPECTORS. THE MI IS TO ENSURE THE INSTALLATION WAS CONSTRUCTED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, NAMELY THE MODIFICATION DRAWING AS DESIGNED BY THE ENGINEER OF RECORD (EOR).

NO DOCUMENT, CODE OR POLICY CAN ANTICIPATE EVERY SITUATION THAT MAY ARISE. ACCORDINGLY, THIS CHECKLIST IS INTENDED TO SERVE AS A SOURCE OF GUIDING PRINCIPLES IN ESTABLISHING GUIDELINES FOR MODIFICATION INSPECTION.

THE MI IS TO CONFIRM INSTALLATION CONFIGURATION AND WORKMANSHIP ONLY AND IS NOT A REVIEW OF THE MODIFICATION DESIGN ITSELF, AND THE MI INSPECTOR DOES NOT TAKE OWNERSHIP OF THE MODIFICATION DESIGN. OWNERSHIP OF THE STRUCTURAL MODIFICATION DESIGN, EFFECTIVENESS AND INTEGRITY RESIDES WITH THE EOR AT ALL TIMES. THE MI INSPECTOR SHALL INSPECT AND NOTE CONFORMANCE/NONCONFORMANCE AND PROVIDE TO THE TOWER OWNER POINT OF CONTACT FOR EVALUATION.

TO ENSURE THAT THE REQUIREMENTS OF THE MI ARE MET, IT IS VITAL THAT THE GENERAL CONTRACTOR (GC) AND THE MI INSPECTOR BEGIN COMMUNICATING AND COORDINATING AS SOON AS A PURCHASE ORDER (PO) IS RECEIVED. IT IS EXPECTED THAT EACH PARTY WILL BE PROACTIVE IN REACHING OUT TO THE OTHER PARTY IF CONTACT INFORMATION IS NOT KNOWN. THE GC AND/OR INSPECTOR SHALL CONTACT THE TOWER OWNER POINT OF CONTACT.

SERVICE LEVEL COMMITMENT

THE FOLLOWING RECOMMENDATIONS AND SUGGESTIONS ARE OFFERED TO ENHANCE THE EFFICIENCY AND EFFECTIVENESS OF DELIVERING AN MI REPORT:

- THE GC SHALL PROVIDE A MINIMUM OF 5 BUSINESS DAYS NOTICE, PREFERABLY 10, TO THE MI INSPECTOR AS TO WHEN THE SITE WILL BE READY FOR THE MI TO BE CONDUCTED.
- THE GC AND MI INSPECTOR COORDINATE CLOSELY THROUGHOUT THE ENTIRE PROJECT.
- WHEN POSSIBLE, IT IS PREFERRED TO HAVE THE GC AND MI INSPECTOR ON-SITE DURING THE MI TO HAVE ANY MINOR DEFICIENCIES CORRECTED DURING THE INITIAL MI. THEREFORE, THE GC MAY CHOOSE TO COORDINATE THE MI CAREFULLY TO ENSURE ALL CONSTRUCTION FACILITIES ARE AT THEIR DISPOSAL WHEN THE MI INSPECTOR IS ON SITE.

REQUIRED PHOTOS

BETWEEN THE GC AND THE MI INSPECTOR THE FOLLOWING PHOTOGRAPHS, AT A MINIMUM, ARE TO BE TAKEN AND INCLUDED IN THE MI REPORT:

- PRE-CONSTRUCTION GENERAL SITE CONDITION
- PHOTOGRAPHS DURING THE REINFORCEMENT MODIFICATION CONSTRUCTION/ERECTION AND INSPECTION
  - RAW MATERIALS
  - PHOTOS OF ALL CRITICAL DETAILS
  - FOUNDATION MODIFICATIONS
  - WELD PREPARATION
  - BOLT INSTALLATION
  - FINAL INSTALLED CONDITION
  - SURFACE COATING REPAIR
- POST CONSTRUCTION PHOTOGRAPHS
  - FINAL INFIELD CONDITION

PHOTOS OF ELEVATED MODIFICATIONS TAKEN ONLY FROM THE GROUND SHALL BE CONSIDERED INADEQUATE

NOTE:

X DENOTES A DOCUMENT NEEDED FOR THE PMI REPORT
NA DENOTES A DOCUMENT THAT IS NOT REQUIRED FOR THE PMI REPORT

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SEAL:

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LICENSE
No. 77387
STATE OF
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PROFESSIONAL ENGINEER

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REV	DATE	ISSUED FOR:
0	01-29-25	MODIFICATION DRAWINGS

DRAWN BY: EAJ | CHECKED BY: PPS

SHEET TITLE:

MI CHECKLIST AND NOTES

SHEET NUMBER: **N-1**

REVISION: 0

TEP #: 4822...1217149

GENERAL NOTES:

1. ALL REFERENCES TO THE OWNER IN THESE DOCUMENTS SHALL BE CONSIDERED MASTEC COMMUNICATIONS GROUP OR ITS DESIGNATED REPRESENTATIVE.
2. ALL WORK PRESENTED ON THESE DESIGN DRAWINGS MUST BE COMPLETED BY THE GENERAL CONTRACTOR (GC) UNLESS NOTED OTHERWISE. THE GC MUST HAVE CONSIDERABLE EXPERIENCE IN PERFORMANCE OF WORK SIMILAR TO THAT DESCRIBED HEREIN. BY ACCEPTANCE OF THIS ASSIGNMENT, THE GC IS ATTESTING THAT HE HAS SUFFICIENT EXPERIENCE AND ABILITY, THAT HE IS KNOWLEDGEABLE OF THE WORK TO BE PERFORMED AND THAT HE IS PROPERLY LICENSED AND PROPERLY REGISTERED TO DO THIS WORK IN THE STATE OF FLORIDA.
3. WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE 2023 FLORIDA BUILDING CODE, 8TH EDITION
4. UNLESS SHOWN OR NOTED OTHERWISE ON THE DESIGN DRAWINGS, OR IN THE SPECIFICATIONS, THE FOLLOWING NOTES SHALL APPLY TO THE MATERIALS LISTED HEREIN, AND TO THE PROCEDURES TO BE USED ON THIS PROJECT.
5. ALL HARDWARE ASSEMBLY MANUFACTURER'S INSTRUCTIONS SHALL BE FOLLOWED EXACTLY AND SHALL SUPERSEDE ANY CONFLICTING NOTES ENCLOSED HEREIN
6. ALL MATERIALS AND EQUIPMENT FURNISHED SHALL BE NEW AND OF GOOD QUALITY, FREE FROM FAULTS AND DEFECTS AND IN CONFORMANCE WITH THE DESIGN DRAWINGS. ANY AND ALL SUBSTITUTIONS MUST BE PROPERLY APPROVED AND AUTHORIZED IN WRITING BY THE OWNER AND ENGINEER OF RECORD (EOR) PRIOR TO INSTALLATION. THE GC SHALL FURNISH SATISFACTORY EVIDENCE AS TO THE KIND AND QUALITY OF THE MATERIALS AND EQUIPMENT BEING SUBSTITUTED.
7. THE GC SHALL BE RESPONSIBLE FOR INITIATING, MAINTAINING, AND SUPERVISING ALL SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK. THE GC IS RESPONSIBLE FOR ENSURING THAT THIS PROJECT AND RELATED WORK COMPLIES WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL SAFETY CODES AND REGULATIONS GOVERNING THIS WORK.
8. ACCESS TO THE PROPOSED WORK SITE MAY BE RESTRICTED. THE GC SHALL COORDINATE INTENDED CONSTRUCTION ACTIVITY, INCLUDING WORK SCHEDULE AND MATERIALS ACCESS, WITH THE RESIDENT LEASING AGENT FOR APPROVAL
9. ALL PERMITS THAT MUST BE OBTAINED ARE THE RESPONSIBILITY OF THE GC. THE GC WILL BE RESPONSIBLE FOR ABIDING BY ALL CONDITIONS AND REQUIREMENTS OF THE PERMITS.
10. IF APPLICABLE, ALL CONCRETE WORK SHALL COMPLY TO LOCAL CODES AND THE ACI 318-19, "BUILDING REQUIREMENTS FOR STRUCTURAL CONCRETE".
11. 24 HOURS PRIOR TO THE BEGINNING OF ANY CONSTRUCTION, THE GC MUST NOTIFY THE APPLICABLE JURISDICTIONAL (STATE, COUNTY OR CITY) ENGINEER.
12. ALL MATERIALS AND WORKMANSHIP SHALL BE WARRANTED FOR ONE YEAR FROM ACCEPTANCE DATE.
13. ALL DIMENSIONS SHALL BE VERIFIED WITH THE DESIGN DRAWINGS (LATEST REVISION) PRIOR TO COMMENCING CONSTRUCTION. NOTIFY THE EOR IMMEDIATELY IF ANY DISCREPANCIES ARE DISCOVERED. THE OWNER SHALL HAVE A SET OF APPROVED DESIGN DRAWINGS AVAILABLE AT THE SITE AT ALL TIMES WHILE WORK IS BEING PERFORMED. A DESIGNATED RESPONSIBLE EMPLOYEE SHALL BE AVAILABLE FOR CONTACT BY GOVERNING AGENCY INSPECTORS.
14. THE CLIMBING FACILITIES, SAFETY CLIMB AND ALL PARTS THEREOF SHALL NOT BE IMPEDED, MODIFIED, OR ALTERED WITHOUT THE EXPRESS WRITTEN APPROVAL OF THE OWNER AND EOR. ALL ALTERATIONS TO A SAFETY CLIMB'S ORIGINAL MANUFACTURER'S CONFIGURATION MUST BE DESIGNED BY THE EOR. IF THE GC FINDS THAT THE CLIMBING FACILITIES ARE IMPEDED, EITHER DURING BIDDING, DURING PRE-FABRICATION MAPPING, OR WHILE ON-SITE, THE GC SHALL CONTACT THE OWNER AND EOR TO DETERMINE A METHOD OF RESOLUTION.
15. ANY WORK PERFORMED WITHOUT A PREFABRICATION MAPPING IS DONE AT THE RISK OF THE GC AND/OR FABRICATOR.
16. IF DURING THE COURSE OF A FOUNDATION MODIFICATION, THE GC ENCOUNTERS EXISTING CONDUIT LOCATED WITHIN THE CONFINES OF THE EXISTING OR PROPOSED FOUNDATION CONCRETE, AND THIS CONDUIT IS NOT IN A LOCATION THAT IS SPECIFIED WITHIN THESE DESIGN DRAWINGS, THE GC SHALL IMMEDIATELY CONTACT THE EOR FOR GUIDANCE BEFORE PROCEEDING WITH THE INSTALLATION OF THE PROPOSED FOUNDATION MODIFICATIONS. IF CONDUIT IS TO BE INSTALLED THROUGH THE EXISTING FOUNDATION OR PROPOSED FOUNDATION MODIFICATION AND HASN'T BEEN SPECIFIED WITHIN THESE DESIGN DRAWINGS THEN THE GC SHALL IMMEDIATELY CONTACT THE EOR FOR GUIDANCE PRIOR TO PROCEEDING WITH THE INSTALLATION OF THE PROPOSED FOUNDATION MODIFICATIONS.

ATTENTION

ALL CONSTRUCTION MEANS AND METHODS; INCLUDING BUT NOT LIMITED TO, ERECTION PLANS, RIGGING PLANS, CLIMBING PLANS, AND RESCUE PLANS SHALL BE THE RESPONSIBILITY OF THE GC RESPONSIBLE FOR THE EXECUTION OF THE WORK CONTAINED HEREIN AND SHALL MEET ANSI/ASSE A10.48 (LATEST EDITION), FEDERAL, STATE, AND LOCAL REGULATIONS, AND ANY APPLICABLE INDUSTRY CONSENSUS STANDARDS RELATED TO THE CONSTRUCTION ACTIVITIES BEING PERFORMED. ALL RIGGING PLANS SHALL ADHERE TO ANSI/ASSE A10.48 (LATEST EDITION) INCLUDING THE REQUIRED INVOLVEMENT OF A QUALIFIED ENGINEER FOR CLASS IV CONSTRUCTION TO CERTIFY THE SUPPORTING STRUCTURE(S) IN ACCORDANCE WITH THE ANSI/TIA-322 (LATEST EDITION)

STRUCTURAL STEEL NOTES:

1. THE FABRICATION AND ERECTION OF STRUCTURAL STEEL SHALL CONFORM TO THE AISC STEEL CONSTRUCTION MANUAL, LOAD AND RESISTANCE FACTOR DESIGN (LRFD), 15TH EDITION.
2. UNLESS OTHERWISE NOTED, ALL STRUCTURAL ELEMENTS SHALL CONFORM TO THE FOLLOWING REQUIREMENTS:
   STRUCTURAL STEEL:
   - ANGLE: ASTM A572-50
   - PIPE/TUBE (ROUND): ASTM A500 GR.C (Fy = 50 KSI)
   - PIPE/TUBE (SQUARE): ASTM A500 GR.C (Fy = 50 KSI)
   - PLATE: ASTM A572-50
   - SOLID ROD: ASTM A572-50
   - W-SHAPES: ASTM A992

   A. ALL BOLTS, ASTM A325 TYPE 1 GALVANIZED HIGH STRENGTH BOLTS.
   B. ALL U-BOLTS, ASTM A193 GRADE B7
   C. ALL NUTS, ASTM A563 GRADE DH OR A194 GRADE 2H CARBON AND ALLOY STEEL NUTS.
   D. ALL WASHERS, ASTM F436 HARDENED STEEL WASHERS
3. ALL CONNECTIONS NOT FULLY DETAILED ON THESE PLANS SHALL BE DETAILED BY THE STEEL FABRICATOR IN ACCORDANCE WITH AISC STEEL CONSTRUCTION MANUAL, LRFD, 15TH EDITION.
4. HOLES SHALL NOT BE FLAME CUT THROUGH STEEL UNLESS APPROVED BY THE ENGINEER.
5. FOR ALL NEW STRUCTURAL STEEL AND AREAS AFFECTED BY THE INSTALLATION OF NEW STRUCTURAL STEEL – ALL COMPONENTS SHALL BE BLASTED (SSPC10) AND PRIMED (TNEMCE SERIES 94-H20) THEN COATED WITH A SYSTEM AND COLOR MATCHING THAT OF THE EXISTING TANK COATING SYSTEM. CONTACT AND COORDINATE WITH USCI FOR COATING REPAIR AND REQUIREMENTS.
6. A NUT LOCKING DEVICE SHALL BE INSTALLED ON ALL PROPOSED AND/OR REPLACED BOLTS.
7. ALL PROPOSED AND/OR REPLACED BOLTS SHALL BE OF SUFFICIENT LENGTH TO EXCLUDE THE THREADS FROM THE SHEAR PLANE.
8. ALL PROPOSED AND/OR REPLACED BOLTS SHALL BE OF SUFFICIENT LENGTH SUCH THAT THE END OF THE BOLT BE AT LEAST FLUSH WITH THE FACE OF THE NUT. IT IS NOT PERMITTED FOR THE BOLT END TO BE BELOW THE FACE OF THE NUT AFTER TIGHTENING IS COMPLETED
9. GALVANIZED ASTM A325 BOLTS SHALL NOT BE REUSED.

WELDING NOTES:

1. ALL WELDING SHALL BE IN ACCORDANCE WITH THE AWS D1.1/D1.1M: 2015 "STRUCTURAL WELDING CODE-STEEL".
2. ALL WELDING SHALL BE PERFORMED BY AWS CERTIFIED WELDERS.
3. CONTRACTOR SHALL RETAIN AN AWS CERTIFIED WELD INSPECTOR TO PERFORM VISUAL INSPECTIONS ON FIELD WELDS. A LETTER AND REPORT SHALL BE ISSUED TO THE CONTRACTOR. CONTRACTOR SHALL SUBMIT LETTER AND REPORT TO TOWER ENGINEERING PROFESSIONALS.
4. GRIND THE SURFACE ADJACENT TO THE WELD FOR A DISTANCE OF 2" MINIMUM ALL AROUND. GRIND THE SURFACE OF THE ROD TO BE INSTALLED FOR A DISTANCE OF 2" MINIMUM ALL AROUND THE AREA TO BE WELDED. ENSURE BOTH AREAS ARE 100% FREE OF ALL GALVANIZING. SURFACES TO BE WELDED SHALL BE FREE FROM SCALE, SLAG, RUST, MOISTURE, GREASE OR ANY OTHER FOREIGN MATERIAL THAT WOULD PREVENT PROPER WELDING.
5. DO NOT WELD IF THE TEMPERATURE OF THE STEEL IN THE VICINITY OF THE WELD AREA IS BELOW 0°F. THE MINIMUM PREHEAT AND INTERPASS TEMPERATURE REQUIREMENTS SHALL COMPLY WITH SECTION 3.5.1 AND TABLE 3.2 OF THE AWS D1.1/D1.1M:2015.
6. DO NOT WELD ON WET OR FROST-COVERED SURFACES & PROVIDE ADEQUATE PROTECTION FROM HIGH WINDS.
7. FOR ALL WELDING, USE 70 KSI LOW HYDROGEN ELECTRODES. ELECTRODES SHALL BE APPROPRIATE FOR THE WELDING POSITION REQUIRED TO MAKE THE JOINT.
8. AFTER FINAL INSPECTION, THE AREA OF THE WELDS, THE INSTALLATION AND ALL SURFACES DAMAGED BY WELDING OR GRINDING SHALL RECEIVE A COLD-GALVANIZED COATING. THIS COATING SHALL BE APPLIED BY BRUSH. THE GALVANIZING COMPOUND SHALL CONTAIN A MINIMUM OF 95% ± PURE ZINC. THE FINISHED COATING SHALL BE A MINIMUM THICKNESS OF 3 MIL.
9. FOR MONOPOLE TOWERS FULL PENETRATION WELDS IN THE VICINITY OF THE BASE OF THE TOWER ARE REQUIRED TO BE 100% NDE INSPECTED BY ULTRASONIC TESTING (UT) IN ACCORDANCE WITH AWS D1.1
10. FOR MONOPOLE TOWERS PARTIAL PENETRATION AND FILLET WELDS IN THE VICINITY OF THE BASE OF THE TOWER ARE REQUIRED TO BE 50% NDE INSPECTED BY MAGNETIC PARTICLE (MT) IN ACCORDANCE WITH AWS D1.1.
11. PROVIDE WELDS ALL AROUND OR ADD SEAL WELDS WHERE STRUCTURAL WELDS ARE NOT SPECIFIED.

PLANS PREPARED FOR:

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CORAL GABLES, FL 33134

PROJECT INFORMATION:

WSTFL0031965 (10016244)

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REV	DATE	ISSUED FOR:
0	01-29-25	MODIFICATION DRAWINGS

DRAWN BY: EAJ | CHECKED BY: PKS

SHEET TITLE:

PROJECT NOTES I

SHEET NUMBER: **N-2**

REVISION: 0

TEP #: 48221.1217.45

BOLT TIGHTENING PROCEDURE:

1. UNLESS OTHERWISE NOTED, ALL BOLTED CONNECTIONS SHALL BE BROUGHT TO A SNUG TIGHT CONDITION AS DEFINED IN SECTION 8.1 OF THE AISC SPECIFICATION FOR STRUCTURAL JOINTS USING A325 OR A490 BOLTS, LOCATED IN THE AISC MANUAL OF STEEL CONSTRUCTION. ALL SNUG TIGHT BOLTS SHALL BE INSTALLED WITH A NUT-LOCKING DEVICE OR MECHANISM SUCH AS, BUT NOT LIMITED TO, LOCK NUTS, LOCK WASHERS, OR PALNUTS, TO PREVENT LOOSENING.

2. WHEN SPECIFIED IN THE DRAWINGS, CONNECTION BOLTS SHALL BE INSTALLED AND TIGHTENED AS PER SECTION 8.2.1 OF THE AISC SPECIFICATION FOR STRUCTURAL JOINTS USING A325 OR A490 BOLTS, LOCATED IN THE AISC MANUAL OF STEEL CONSTRUCTION. THE INSTALLATION PROCEDURE IS PARAPHRASED AS FOLLOWS.

   8.2.1 TURN-OF-THE-NUT TIGHTENING

   BOLTS SHALL BE INSTALLED IN ALL HOLES OF THE CONNECTION AND BROUGHT TO A SNUG TIGHT CONDITION AS DEFINED IN SECTION 8.1. UNTIL ALL THE BOLTS ARE SIMULTANEOUSLY SNUG TIGHT AND THE CONNECTION IS FULLY COMPACTED. FOLLOWING THIS INITIAL OPERATION ALL BOLTS IN THE CONNECTION SHALL BE TIGHTENED FURTHER BY THE APPLICABLE AMOUNT OF ROTATION SPECIFIED BELOW. DURING THE TIGHTENING OPERATION THERE SHALL BE NO ROTATION OF THE PART NOT TURNED BY THE WRENCH. TIGHTENING SHALL PROGRESS SYSTEMATICALLY FROM THE MOST RIGID PART OF THE JOINT IN A MANNER THAT WILL MINIMIZE RELAXATION OF PREVIOUSLY PRETENSIONED BOLTS.

3. PRE-TENSIONED BOLTS AS SPECIFIED ON THE DRAWINGS SHALL BE TIGHTENED IN ACCORDANCE WITH AISC - "TURN OF THE NUT" METHOD, USING THE CHART BELOW.

BOLT LENGTHS UP TO AND INCLUDING FOUR DIA.

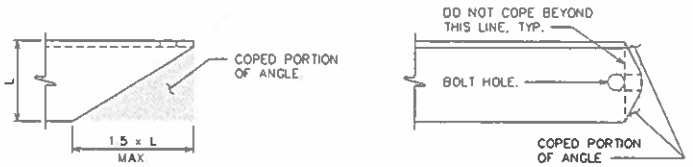
½"	BOLTS UP TO AND INCLUDING 2.0 INCH LENGTH	+⅓ TURN BEYOND SNUG TIGHT
⅝"	BOLTS UP TO AND INCLUDING 2.5 INCH LENGTH	+⅓ TURN BEYOND SNUG TIGHT
¾"	BOLTS UP TO AND INCLUDING 3.0 INCH LENGTH	+⅓ TURN BEYOND SNUG TIGHT
⅞"	BOLTS UP TO AND INCLUDING 3.5 INCH LENGTH	+⅓ TURN BEYOND SNUG TIGHT
1"	BOLTS UP TO AND INCLUDING 4.0 INCH LENGTH	+⅓ TURN BEYOND SNUG TIGHT

BOLT LENGTHS OVER FOUR DIA. BUT NOT EXCEEDING EIGHT DIA.

½"	BOLTS 2.25 TO 4.0 INCH LENGTH	+½ TURN BEYOND SNUG TIGHT
⅝"	BOLTS 2.75 TO 5.0 INCH LENGTH	+½ TURN BEYOND SNUG TIGHT
¾"	BOLTS 3.25 TO 6.0 INCH LENGTH	+½ TURN BEYOND SNUG TIGHT
⅞"	BOLTS 3.75 TO 7.0 INCH LENGTH	+½ TURN BEYOND SNUG TIGHT
1"	BOLTS 4.25 TO 8.0 INCH LENGTH	+½ TURN BEYOND SNUG TIGHT

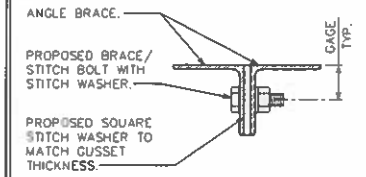
4. ALL ONE-SIDED BOLTS SHALL BE TIGHTENED IN ACCORDANCE WITH MANUFACTURER RECOMMENDATIONS.

ALLOWABLE ANGLE COPE



*CONTRACTOR SHALL OBTAIN APPROVAL FROM TEP PRIOR TO COPING BEYOND THE LIMITS SHOWN ABOVE.

SECTION AT CENTER AND STITCH CONNECTION



NOTE:

ALL STITCH WASHERS ARE TO BE NEW ASTM A36 MATERIAL AND BE OF EQUAL SIZE TO THE ANGLE LEG HEIGHT. THICKNESS TO MATCH EXISTING GUSSET/LEG THICKNESS

WORKABLE GAGES

LEG	4	3½	3	2½	2	1¾
G	2	1¾	1½	1¼	1	⅞



- WORKABLE GAGES GIVEN IN INCHES
- MATCH EXISTING WHEN APPLICABLE

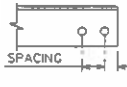
NOMINAL HOLE DIMENSION

BOLT DIAMETER	STANDARD HOLE	SHORT SLOT
½	9/16	9/16 x 11/16
⅝	11/16	11/16 x ⅞
¾	13/16	13/16 x 1
⅞	15/16	15/16 x 1⅛
1	1 1/16	1 1/16 x 1 5/16

1. DIMENSIONS GIVEN IN INCHES.
2. ALL PROPOSED HOLES SHALL BE DRILLED OR PUNCHED.

BOLT EDGE AND SPACING

BOLT DIAMETER	MIN. EDGE	SPACING
½	⅞	1½
⅝	1⅛	1⅞
¾	1¼	2¼
⅞	1½	2⅝
1	1¾	3

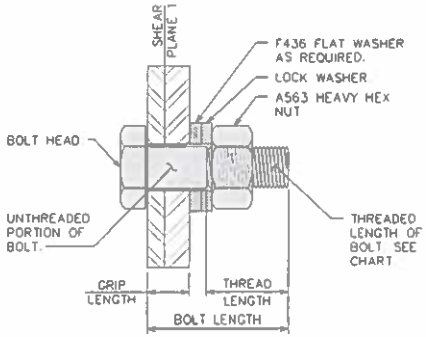


- DIMENSIONS GIVEN IN INCHES

BOLT DETAILS

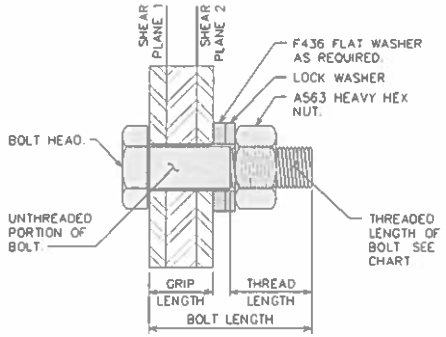
SINGLE SHEAR CONNECTIONS:

A325-X BOLT:
UNTHREADED LENGTH OF BOLT PASSES THROUGH SHEAR PLANE.



DOUBLE SHEAR CONNECTIONS:

A325-X BOLT:
UNTHREADED LENGTH OF BOLT PASSES THROUGH SHEAR PLANES.



BOLT THREADS

BOLT DIAMETER	THREAD LENGTH
½"ø	1"
⅝"ø	1¼"
¾"ø	1⅜"
⅞"ø	1½"
1"ø	1¾"
1⅛"ø	2"
1¼"ø	2"

PLANS PREPARED FOR:

MasTec Communications Group

806 SOUTH DOUGLAS RD., SUITE 1100
CORAL GABLES, FL 33134

PROJECT INFORMATION:

WSTFL0031965 (10016244)

1915 8TH AVE EAST
BRADENTON, FL 34208
(MANATEE COUNTY)

PLANS PREPARED BY:

TEP

326 TRYON ROAD
RALEIGH, NC 27603
OFFICE: (919) 661-6351
www.tepgroup.net
FL COA # 31011

SEAL:

ADAM M. AMORTNONT LICENSE No. 77387 STATE OF FLORIDA PROFESSIONAL ENGINEER

January 29, 2026

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY ADAM M. AMORTNONT, P.E. ON THE DATE ADJACENT TO THE SEAL.

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REV	DATE	ISSUED FOR:
0	01-29-25	MODIFICATION DRAWINGS

DRAWN BY: EAJ CHECKED BY: PRS

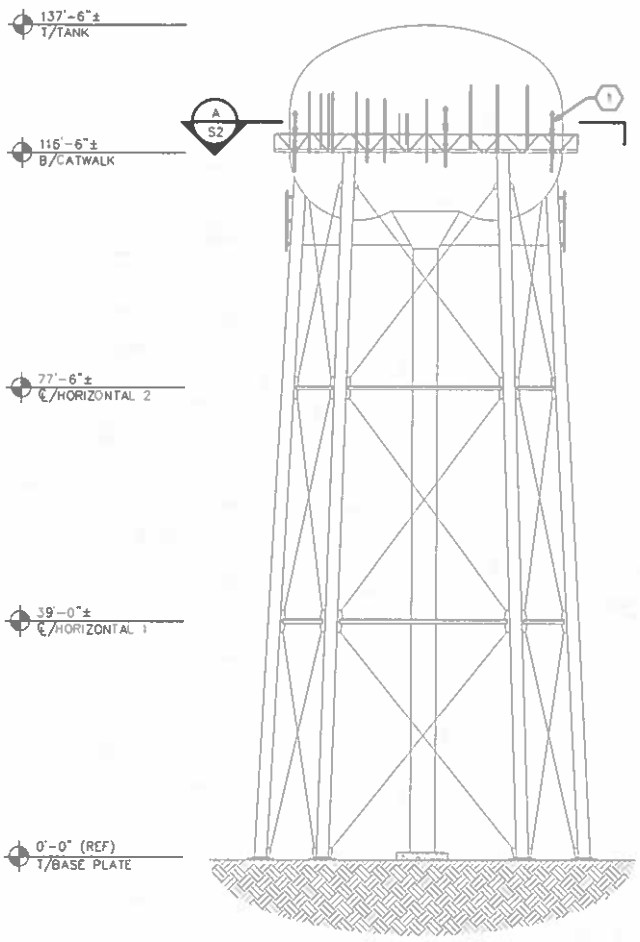
SHEET TITLE:

PROJECT NOTES II

SHEET NUMBER: **N-3**

REVISION: 0

TEP #: 45821.12171.45



TANK ELEVATION

SCALE: 1" = 20'

MODIFICATION SCHEDULE

NO.	MODIFICATION DESCRIPTION	ELEVATION (FT.)	SHEET
1	REPLACE EXISTING ANTENNA MOUNTS.	119.5	S-2 THRU S-4
2	MODIFICATION INSPECTION BY TEP. CONTACT TEP FOR FEE: PMI@TEPGROUP.NET.	–	N-1

NOTES:

1. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO PROVIDE THE MODIFICATION INSPECTOR/ ENGINEER OF RECORD WITH A SEALED CERTIFIED WELD INSPECTION REPORT. THIS REPORT SHALL DOCUMENT THE ENTIRE WELDING PROCESS (PRE/DURING/POST) WITH PROPER PHOTOS. WELDING SHALL CONFORM TO AWS D1.1/D1.1M: 2015 "STRUCTURAL WELDING CODE-STEEL". FOR ADDITIONAL NOTES, SEE WELDING NOTES.
2. PRIOR TO FABRICATION, CONTRACTOR SHALL FIELD VERIFY ALL LENGTHS AND QUANTITIES GIVEN. LENGTHS AND QUANTITIES PROVIDED ARE FOR QUOTING PURPOSES ONLY AND SHALL NOT BE USED FOR FABRICATION.
3. ANTENNAS AND OTHER APPURTENANCES MAY NEED TO BE TEMPORARILY REMOVED DURING THE INSTALLATION OF THE MODIFICATIONS SHOWN ABOVE.
4. ALL BOLTS ARE TO BE GRADE A325 WITH THREADS EXCLUDED FROM SHEAR PLANE (A325-X) UNLESS NOTED OTHERWISE. SEE SHEET N-3 FOR BOLT DETAILS.

0 20 40
SCALE IN FEET

PLANS PREPARED FOR:

MasTec
Communications Group

806 SOUTH DOUGLAS RD., SUITE 1100
CORAL GABLES, FL 33134

PROJECT INFORMATION:

WSTFL0031965
(10016244)

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(MANATEE COUNTY)

PLANS PREPARED BY:

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REV	DATE	ISSUED FOR:
0	01-29-25	MODIFICATION DRAWINGS

DRAWN BY: EAJ | CHECKED BY: PKS

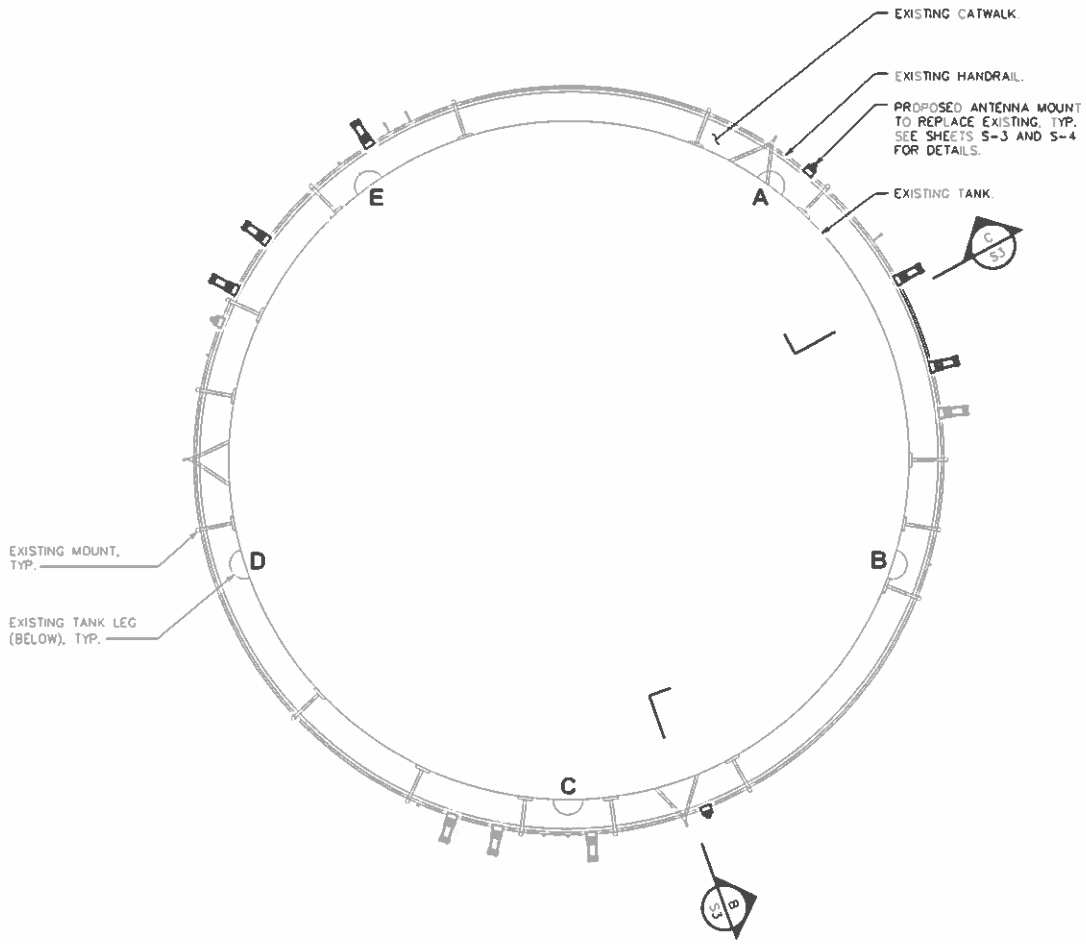
SHEET TITLE:

TANK ELEVATION AND MODIFICATION SCHEDULE

SHEET NUMBER: **S-1**

REVISION: 0

TEP #: 45221.1217145



CATWALK PLAN DETAIL (A)

SCALE: 3/8" = 1'-0"

0 8 16

SCALE IN FEET

PLANS PREPARED FOR:

MasTec
Communications Group

806 SOUTH DOUGLAS RD., SUITE 1100
CORAL GABLES, FL 33134

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(10016244)

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DRAWN BY: EAJ CHECKED BY: PPS

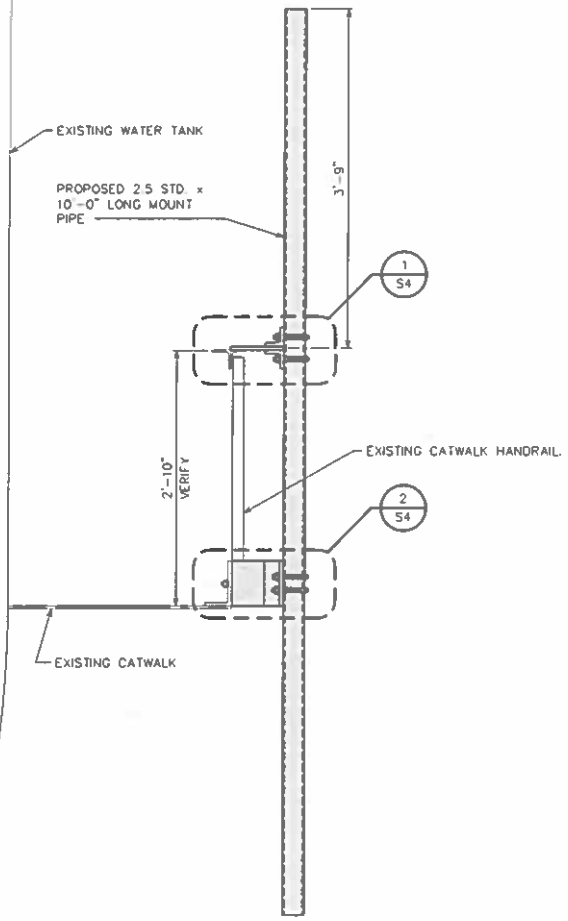
SHEET TITLE:

ANTENNA MOUNT DETAILS I

SHEET NUMBER: **S-2**

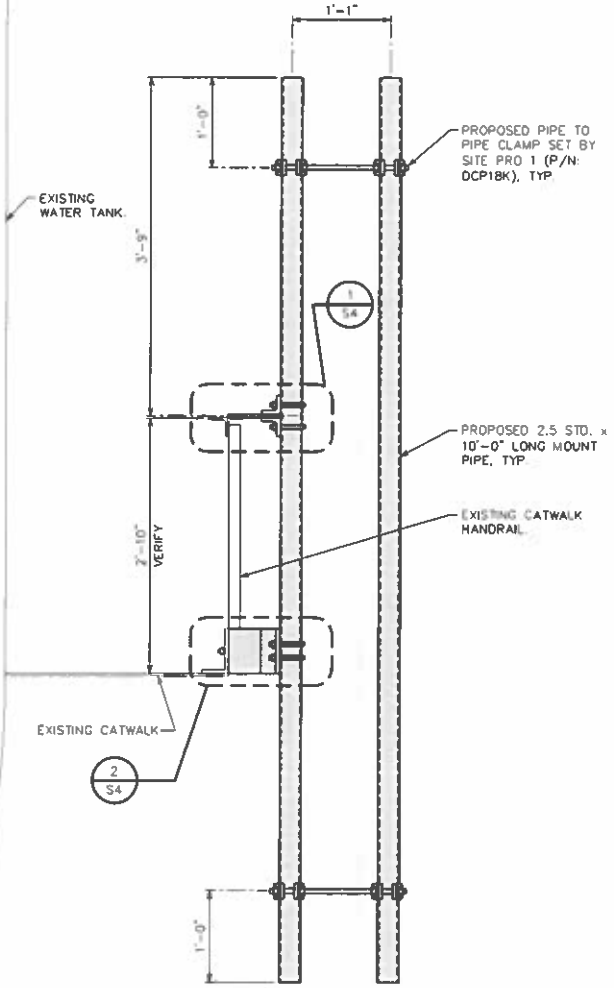
REVISION: 0

TEP #: 4822.1217.45



SECTION (B)
SCALE: 3/4" = 1'-0"

0 1 2
SCALE IN FEET



SECTION (C)
SCALE: 3/4" = 1'-0"

0 1 2
SCALE IN FEET

PLANS PREPARED FOR:

MasTec
Communications Group

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CORAL GABLES, FL 33134

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REV.	DATE	ISSUED FOR:
0	01-29-25	MODIFICATION DRAWINGS

DRAWN BY: EAJ | CHECKED BY: PRS

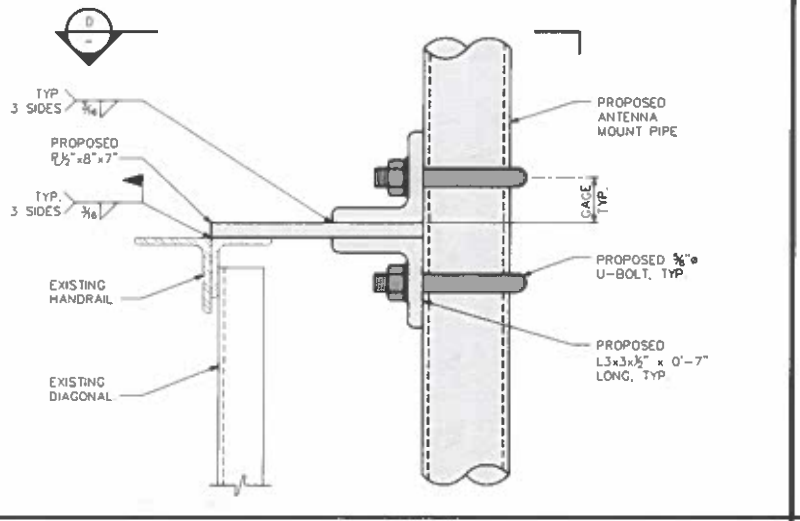
SHEET TITLE:

ANTENNA MOUNT DETAILS II

SHEET NUMBER: **S-3**

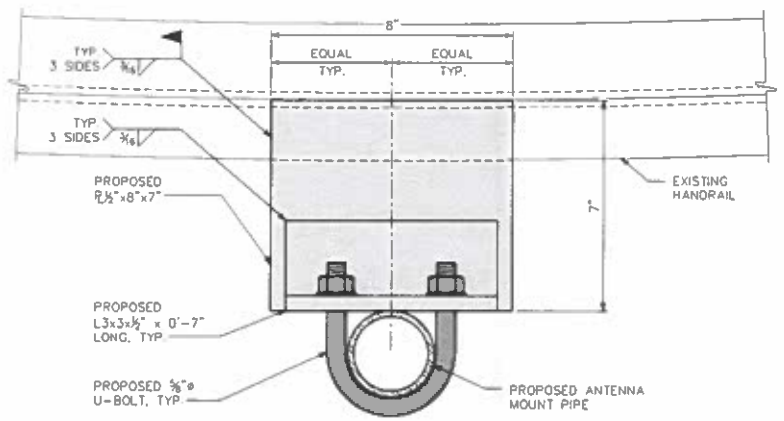
REVISION: 0

TEP#: 48221.121145



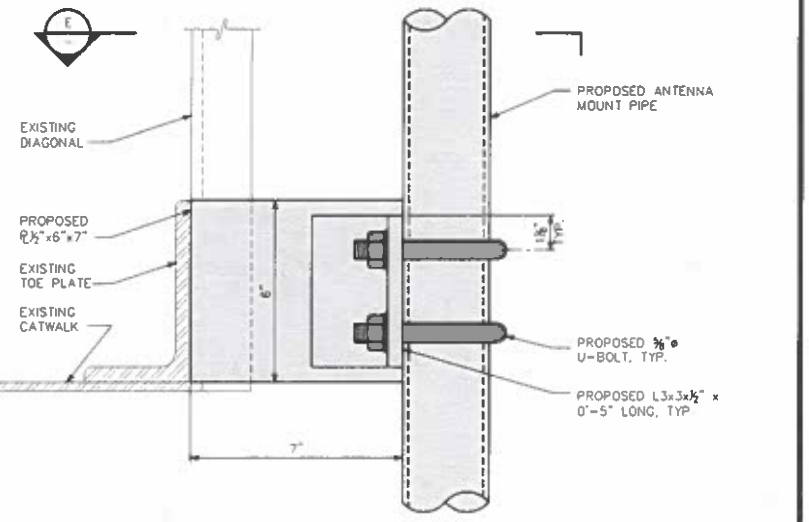
DETAIL 1
SCALE: 3" = 1'-0"

0 3" 6" 9" 12"
SCALE IN INCHES



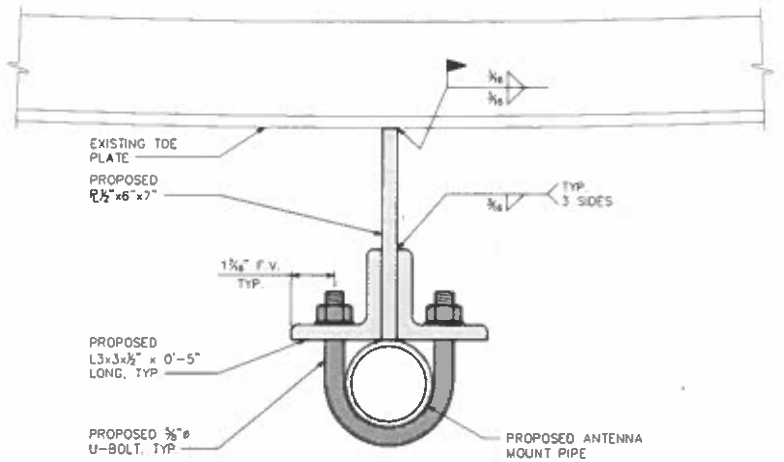
SECTION D
SCALE: 3" = 1'-0"

0 3" 6" 9" 12"
SCALE IN INCHES



DETAIL 2
SCALE: 3" = 1'-0"

0 3" 6" 9" 12"
SCALE IN INCHES



SECTION E
SCALE: 3" = 1'-0"

0 3" 6" 9" 12"
SCALE IN INCHES

PLANS PREPARED FOR:

MasTec Communications Group

806 SOUTH DOUGLAS RD., SUITE 1100
CORAL GABLES, FL 33134

PROJECT INFORMATION:

WSTFL0031965 (10016244)

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BRADENTON, FL 34208
(MANATEE COUNTY)

PLANS PREPARED BY:

TEP

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RALEIGH, NC 27603
OFFICE: (919) 661-6351
www.tepgroup.net
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January 29, 2025

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REV	DATE	ISSUED FOR:
0	01-29-25	MODIFICATION DRAWINGS

DRAWN BY: EAJ | CHECKED BY: PRS

SHEET TITLE:

ANTENNA MOUNT DETAILS III

SHEET NUMBER: **S-4**

REVISION: 0

TEP #: 46221.1217.45

AGENDA ITEM NO. 6.e

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: April 8, 2026

SUBMITTED BY: Corey Fortin, City Administration

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Second Amendment to Water Tank Lease Agreement with T-Mobile South LLC

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
On March 9, 2002, Voicestream Tampa/Orlando, Inc., predecessor in interest to T-Mobile South, LLC and the City of Bradenton entered into a communications equipment Lease Agreement for the Water Tower located at 1915 8th Avenue East, which included a site plan for communications equipment. The balcony handrail on the water tank was remodeled and improved to support all Lessee's equipment. The purpose of this Amendment is to include the amended Site Plan and updated equipment to be located on the tower.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed and approved by Blalock Walters.

SUGGESTED MOTION:
Motion to approve Second Amendment to Water Tank Lease Agreement with T-Mobile South LLC.

ATTACHMENTS:

Second Amendment to Water Tank Lease Agreement with T-Mobile South LLC

Docusign Envelope ID: 3B3D43BB-4703-4864-94DE-ACB77B478A33

SECOND AMENDMENT TO WATERTANK LEASE AGREEMENT

THIS SECOND AMENDMENT TO WATERTANK LEASE AGREEMENT ("Amendment") is made and entered into by and between City of Bradenton, a political body of the State of Florida ("Lessor"), and Voicestream Tampa/Orlando, Inc., a Delaware Corporation, predecessors in interest to T-Mobile South LLC, a Delaware limited liability company ("Lessee").

Recitals

The parties hereto recite, declare and agree as follows:

A. Lessor and Lessee (or as applicable, their respective predecessors in interest) entered into a Watertank Lease Agreement dated March 9, 2002, as amended on September 14, 2022 (the "Lease"), with respect to Premises located at 1915 8th Avenue East, Bradenton, FL 34208 (the "Property").

B. Lessor and Lessee desire to enter into this Amendment in order to modify and amend certain provisions of the Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee covenant and agree as follows:

1. Lessee shall have the right to modify its Demised Premises as described and depicted on Exhibit A, which is attached hereto and by this reference incorporated herein, and Lessor hereby consents to and approves of the modifications described and depicted on Exhibit A in all respects. Exhibit A shall consist of an updated construction drawing of the Communications Equipment on the Demised Premises in accordance with Section 2 of this Amendment.

2. Paragraph 1 of the Lease shall be modified to update the Communications Equipment on the Demised Premises as follows:

a. Equipment on the ground:
   i. B6160 SSC Cabinet, B160 Battery Cabinet, PPC, NEMA Box

b. Tower top equipment (including specific model numbers, quantities, and mounting locations of antennas, remote radio units, surge protectors, microwave dishes, tower mounted amplifiers, and coaxial and hybrid fiber cables):
   i. **See below for equipment. Antennas will be mounted to a 1" standoff mount as depicted on Construction Drawings.**

c. Antennas:
   i. FFVV-65C-R2-CM (Octo) (qty 3)
   ii. Air 6419 (qty 3)

d. Remote radio units:
   i. 4480 (qty 3)
   ii. 4460 (qty 3)

e. Surge protectors:
   i. *NIA*

Docusign Envelope ID: 3B3D43BB-4703-4864-94DE-ACB77B478A33

f. Cables:
   i. Hybrids (qty 3)

3. The terms and conditions of the Lease are incorporated herein by this reference, and capitalized terms used in this Amendment shall have the same meanings such terms are given in the Lease. Except as specifically set forth herein, this Amendment shall in no way modify, alter or amend the remaining tenns of the Lease, all of which are ratified by the parties and shall remain in full force and effect. To the extent there is any conflict between the terms and conditions of the Lease and this Amendment, the terms and conditions of this Amendment will govern and control.

4. Lessor represents and warrants to Lessee that the consent or approval of no third party, including, without limitation, a lender, is required with respect to the execution of this Amendment, or if any such third-party consent or approval is required, Lessor has obtained any and all such consents or approvals.

5. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. Signed facsimile and electronic copies of this Amendment shall legally bind the parties to the same extent as original documents.

IN WITNESS WHEREOF, the parties have executed this Amendment effective as of the date of execution by the last party to sign.

T-MOBILE SOUTH LLC, a Delaware limited liability company

DocuSigned by:
Jess Louk
9682A5FC2FB3400...

By: Jess Louk
Name:
Title: Sr. Director, E&O
Date: 4/1/2026

CITY OF BRADENTON

By:
Name:
Title:
Date:

Z

5468787v1

Docusign Envelope ID: 3B3D43BB-4703-4864-94DE-ACB77B478A33

EXHIBIT "A"

Updated Construction Drawing of the Communications Equipment on the Demised Premises

Docusign Envelope ID: 3B3D43BB-4703-4864-94DE-ACB77B478A33

T··Mobile·®

5901 BENJAMIN CENTER DR., SUITE 110 A-B
TAMPA, FL 33634

LANDLORD APPROVAL:

LANDLORD OR LANDLORD REPRESENTATIVE DATE

A2F0417B
BRADENTON WATER TOWER

CANDIDATE ADDRESS:
1915 8TH AVE EAST
BRADENTON, FLORIDA 34208

PROJECT: EXCALIBUR

JURISDICTION: CITY OF BRADENTON

GENERAL NOTES

1. ALL REFERENCES TO OWNER HEREIN SHALL BE CONSTRUED TO MEAN T-MOBILE SOUTH LLC OR IT'S DESIGNATED REPRESENTATIVE.
2. ALL WORK PRESENTED ON THESE DRAWINGS MUST BE COMPLETED BY THE CONTRACTOR UNLESS NOTED OTHERWISE. THE CONTRACTOR MUST HAVE CONSIDERABLE EXPERIENCE IN PERFORMANCE OF WORK SIMILAR TO THAT DESCRIBED HEREIN. BY ACCEPTANCE OF THIS ASSIGNMENT, THE CONTRACTOR IS ATTESTING THAT HE DOES HAVE SUFFICIENT EXPERIENCE AND ABILITY, THAT HE IS KNOWLEDGEABLE OF THE WORK TO BE PERFORMED AND THAT HE IS PROPERLY LICENSED AND PROPERLY REGISTERED TO DO THIS WORK IN THE STATE AND/OR COUNTY IN WHICH IT IS TO BE PERFORMED.
3. UNLESS SHOWN OR NOTED OTHERWISE ON THE CONTRACT DRAWINGS, OR IN THE SPECIFICATIONS, THE FOLLOWING NOTES SHALL APPLY TO THE MATERIALS LISTED HEREIN, AND TO THE PROCEDURES TO BE USED ON THIS PROJECT.
4. ALL HARDWARE ASSEMBLY MANUFACTURER'S INSTRUCTIONS SHALL BE FOLLOWED EXACTLY AND SHALL SUPERCEDE ANY CONFLICTING NOTES ENCLOSED HEREIN.
5. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO DETERMINE ERECTION PROCEDURE AND SEQUENCE TO INSURE THE SAFETY OF THE STRUCTURE AND ITS COMPONENT PARTS DURING ERECTION AND/OR FIELD MODIFICATIONS. THIS INCLUDES, BUT IS NOT LIMITED TO, THE ADDITION OF WHATEVER TEMPORARY BRACING, GUYS OR TIE DOWNS THAT MAY BE NECESSARY. SUCH MATERIAL SHALL BE REMOVED AND SHALL REMAIN THE PROPERTY OF THE CONTRACTOR AFTER THE COMPLETION OF THE PROJECT.
6. ALL DIMENSIONS, ELEVATIONS, AND EXISTING CONDITIONS SHOWN ON THE DRAWINGS SHALL BE FIELD VERIFIED BY THE CONTRACTOR AND THE TESTING AGENCY PRIOR TO BEGINNING ANY MATERIALS ORDERING, FABRICATION OR CONSTRUCTION WORK ON THIS PROJECT. ANY DISCREPANCIES SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNER AND THE OWNER'S ENGINEER. THE DISCREPANCIES MUST BE RESOLVED BEFORE THE CONTRACTOR IS TO PROCEED WITH THE WORK. THE CONTRACT DOCUMENTS DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK AND SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES. OBSERVATION VISITS TO THE SITE BY THE OWNER AND/OR THE ENGINEER SHALL NOT INCLUDE INSPECTION OF THE PROTECTIVE MEASURES OR THE CONSTRUCTION PROCEDURES.
7. ALL MATERIALS AND EQUIPMENT FURNISHED SHALL BE NEW AND OF GOOD QUALITY, FREE FROM FAULTS AND DEFECTS AND IN CONFORMANCE WITH THE CONTRACT DOCUMENTS. ANY AND ALL SUBSTITUTIONS MUST BE PROPERLY APPROVED AND AUTHORIZED IN WRITING BY THE OWNER AND ENGINEER PRIOR TO INSTALLATION. THE CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE AS TO THE KIND AND QUALITY OF THE MATERIALS AND EQUIPMENT BEING SUBSTITUTED.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INITIATING, MAINTAINING, AND SUPERVISING ALL SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK. THE CONTRACTOR IS RESPONSIBLE FOR INSURING THAT THIS PROJECT AND RELATED WORK COMPLIES WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL SAFETY CODES AND REGULATIONS GOVERNING THIS WORK.
9. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE LATEST EDITION OF THE LOCAL BUILDING CODE.
10. ALL PROPOSED CELLULAR EQUIPMENT AND FIXTURES SHALL BE FURNISHED BY OWNER FOR INSTALLATION BY THE CONTRACTOR, UNLESS SPECIFICALLY NOTED OTHERWISE HEREIN.
11. ACCESS TO THE PROPOSED WORK SITE MAY BE RESTRICTED. THE CONTRACTOR SHALL COORDINATE INTENDED CONSTRUCTION ACTIVITY, INCLUDING WORK SCHEDULE AND MATERIALS ACCESS, WITH THE RESIDENT LEASING AGENT FOR APPROVAL.
12. RADIO EQUIPMENT INSTALLATION SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS.
13. CONSTRUCTION SITE SHALL BE CLEANED OF DEBRIS AT THE END OF EACH WORK DAY.

SCOPE OF WORK

INSTALL EQUIPMENT CABINETS AND ANCILLARY EQUIPMENT ON EXISTING CONCRETE SLAB AT GRADE. INSTALL ANTENNAS, EQUIPMENT AND HYBRID LINES ON WATER TOWER.

DESIGN CRITERIA

DESIGN WIND SPEED:
146 MPH

IMPORTANCE FACTOR: 1.0
EXPOSURE CATEGORY: C
RISK FACTOR: II

IN ACCORDANCE WITH FLORIDA
BUILDING CODE 2023 (8TH EDITION)

INFORMATION FOR DESIGN CRITERIA TAKEN FROM A STRUCTURAL REPORT BY KCI TECHNOLOGIES

STRUCTURAL NOTES

1. STRUCTURAL STEEL SHALL CONFORM TO THE LATEST EDITION OF THE A.I.S.C. SPECIFICATIONS FOR STRUCTURAL STEEL BUILDINGS- ALLOWABLE STRESS DESIGN AND PLASTIC DESIGN INCLUDING THE COMMENTARY AND THE A.I.S.C. CODE OF STANDARD PRACTICE.
2. STRUCTURAL STEEL PLATES AND SHAPES SHALL CONFORM TO ASTM A36. ALL STRUCTURAL STEEL PIPES SHALL CONFORM TO ASTM A53 GRADE B. ALL STRUCTURAL STEEL TUBING SHALL CONFORM TO ASTM A500 GRADE B. ALL STRUCTURAL STEEL COMPONENTS AND FABRICATED ASSEMBLIES SHALL BE HOT DIP GALVANIZED AFTER FABRICATION.
3. WELDING SHALL BE IN ACCORDANCE WITH THE AMERICAN WELDING SOCIETY (AWS) D.1.1/D1.1M STRUCTURAL WELDING CODE. STEEL WELD ELECTRODES SHALL BE E70XX.
4. ALL COAXIAL CABLE CONNECTORS AND TRANSMITTER EQUIPMENT SHALL BE AS SPECIFIED BY THE OWNER AND IS NOT INCLUDED IN THESE CONSTRUCTION DOCUMENTS. THE CONTRACTOR SHALL FURNISH ALL CONNECTION HARDWARE REQUIRED TO SECURE THE CABLES. CONNECTION HARDWARE SHALL BE STAINLESS STEEL.
5. NORTH ARROW SHOWN ON PLANS REFERS TO TRUE NORTH. CONTRACTOR SHALL VERIFY NORTH AND INFORM OWNER OF ANY DISCREPANCY BEFORE STARTING CONSTRUCTION.
6. ALL CAST IN PLACE CONCRETE SHALL BE MIXED AND PLACED IN ACCORDANCE WITH THE REQUIREMENTS OF ACI 318 AND ACI 301, AND SHALL HAVE A 28 DAY MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI (U.O.N.). CONCRETE SHALL BE PLACED AGAINST UNDISTURBED SOIL UNLESS OTHERWISE NOTED. MINIMUM CONCRETE COVER SHALL BE 3 INCHES UNLESS OTHERWISE NOTED.
7. ALL REINFORCING STEEL SHALL CONFORM TO ASTM A615 GRADE 60, DEFORMED BILLET STEEL BARS. WELDED WIRE FABRIC REINFORCING SHALL CONFORM TO ASTM A185.
8. THE FABRICATION AND ERECTION OF STRUCTURAL STEEL SHALL CONFORM TO THE LATEST A.I.S.C. SPECIFICATIONS AND SHALL BE GALVANIZED.
9. ALL CONNECTIONS NOT FULLY DETAILED ON THESE PLANS SHALL BE DETAILED BY THE STEEL FABRICATOR IN ACCORDANCE WITH A.I.S.C. SPECIFICATIONS.
10. HOT-DIP GALVANIZE ITEMS SPECIFIED TO BE ZINC-COATED, AND SHALL CONFORM TO ASTM 123, A153 AND A163 AS APPLICABLE.
11. REPAIR DAMAGED HOT-DIPPED GALVANIZED COATINGS AS A RESULT OF WELDING OR CUTTING (FLAME) OR EXCESSIVELY ROUGH HANDLING DURING SHIPMENT OR ERECTION SHALL CONFORM TO ASTM A780. IF APPLYING STICK OR THICK PASTE MATERIAL SPECIFICALLY DESIGNED FOR REPAIR OF GALVANIZING, CLEAN AREAS TO BE REPAIRED AND REMOVE SLAG FROM WELDS. HEAT SURFACES TO WHICH STICK OR PASTE MATERIAL IS APPLIED WITH A TORCH TO A TEMPERATURE SUFFICIENT TO MELT THE METALLICS. WITH STICK OR PASTE, SPREAD MOLTEN MATERIAL UNIFORMLY OVER SURFACES TO BE COATED AND WIPE OFF EXCESS MATERIAL.
12. CONTRACTOR SHALL FOLLOW THE MANUFACTURER'S INSTRUCTIONS/ SPECIFICATIONS IF NO INFORMATION IS CONTAINED IN THESE PLANS OR IF THE MANUFACTURER'S SPECIFICATIONS ARE STRICTER.

SHEET INDEX

DRAWING SHEET NO:	TITLE	REV
T-1	TITLE SHEET	0
C-1	COMPOUND LAYOUT	0
C-2	WATER TOWER ELEVATION	1
C-3	ANTENNA CONFIGURATIONS	0
C-4	DETAILS SHEET (1 OF 3)	0
C-5	DETAILS SHEET (2 OF 3)	0
C-6	DETAILS SHEET (3 OF 3)	0
C-7	RFDS SHEET (1 OF 2)	0
C-8	RFDS SHEET (2 OF 2)	0
E-1	ELECTRICAL SPECIFICATIONS	0
E-2	POWER AND TELCO PLAN	0
E-2A	PANEL SCHEDULE	0
E-3	GROUNDING PLAN	0
E-4	ELECTRICAL DETAILS	0

PROJECT TEAM

ENGINEER
KCI TECHNOLOGIES, INC.
150 KELSEY LANE
TAMPA, FLORIDA 33619
ENGINEER:
JAMES T. FENNELL, P.E.
FL. LICENSE NO. 63808
PROJECT MANAGER:
JAMES T. FENNELL, P.E.

T-MOBILE
NOELLE MOELLER
813-934-8413
5901 BENJAMIN CENTER DRIVE,
SUITE 110 A-B
TAMPA, FLORIDA 33634

CODES STATEMENT

THE CONTRACTOR'S WORK SHALL COMPLY WITH ALL APPLICABLE NATIONAL, STATE AND LOCAL CODES AS ADOPTED BY THE AUTHORITY HAVING JURISDICTION IN THE REGION WHERE THE WORK IS TO BE PERFORMED. THE CURRENT EDITION OF THE CODES AND STANDARDS IN EFFECT ON THE DATE OF AWARD OF CONTRACT SHALL GOVERN THE DESIGN PARAMETERS.

BUILDING CODE: FLORIDA BUILDING CODE (FBC) EIGHTH EDITION (2023).

ELECTRICAL CODE: NATIONAL ELECTRICAL CODE, 70-20, 2020 EDITION.

MECHANICAL CODE: FBC MECHANICAL CODE, EIGHTH EDITION (2023).

FIRE CODE: FLORIDA FIRE PREVENTION CODE, EIGHTH EDITION (2023).

LIGHTNING PROTECTION CODE: NFPA 780 2017 EDITION.

THE CONTRACTOR'S WORK SHALL COMPLY WITH THE LATEST EDITION OF THE FOLLOWING STANDARDS:

AMERICAN CONCRETE INSTITUTE (ACI) 318-19. BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE, AMERICAN INSTITUTE OF STEEL CONSTRUCTION, LRFD 14TH EDITION, TELECOMMUNICATIONS INDUSTRY ASSOCIATION (TIA) 222-H-2017, STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWER AND ANTENNA SUPPORTING STRUCTURES: TIA 607, COMMERCIAL BUILDING GROUNDING AND BONDING REQUIREMENTS FOR ELECTRONIC EQUIPMENT.

IEEE C62.41, RECOMMENDED PRACTICES ON SURGE VOLTAGES IN LOW VOLTAGE AC POWER CIRCUITS (FOR LOCATION CATEGORY C3 AND HIGH SYSTEM EXPOSURE.)

TELCORDIA GR-1275, GENERAL INSTALLATION REQUIREMENTS, TELCORDIA GR-1503,COAXIAL CONNECTIONS, ANSI T1-311, FOR TELECOM DC POWER SYSTEMS AND TELECOM ENVIRONMENTAL PROTECTION.

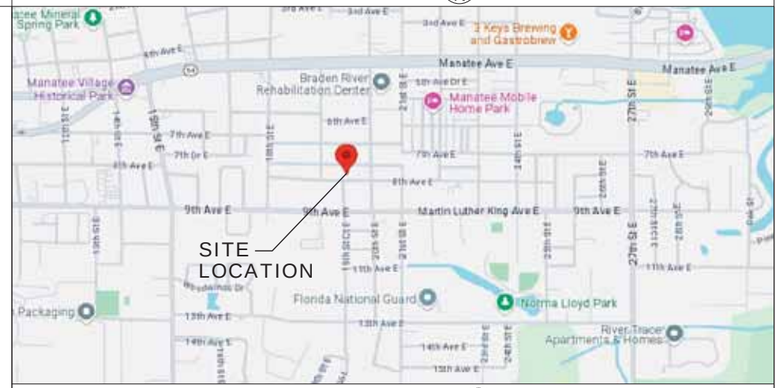
UNDERGROUND

Sunshine State 811 One Call

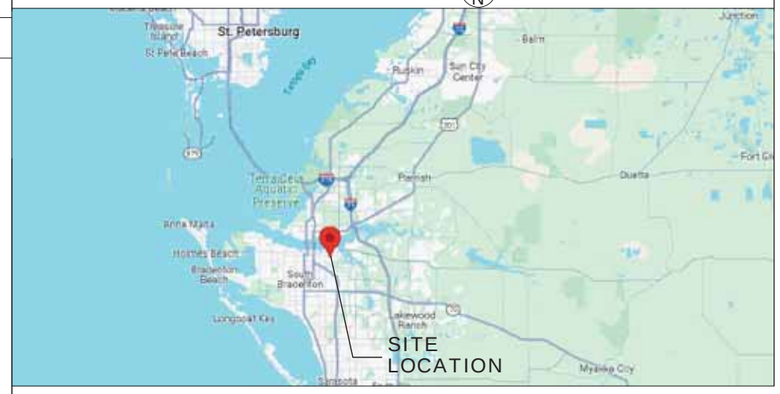
SUNSHINE STATE ONE CALL OF FLORIDA 1-800-432-4770 STOP! CALL 48 HOURS BEFORE YOU DIG!

SCAN FOR DIRECTIONS

VICINITY MAP



LOCATION MAP



SYMBOLS

THIS SHEET NO. — A1 / PM PM — DETAIL NO. / SHEET NO. DETAIL IS LOCATED ON

2 — REVISION NUMBER

PROJECT DATA

PARCEL NUMBER: 1299000008
OWNER: CITY OF BRADENTON
LATITUDE: 27.492647°
LONGITUDE: -82.540582°
JURISDICTION: CITY OF BRADENTON

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CHECKED BY: LV
APPROVED BY: JF

ENGINEERS PLANNERS SCIENTISTS CONSTRUCTION MANAGERS
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1915 8TH AVE EAST BRADENTON, FLORIDA 34208

ENGINEER:
JAMES T. FENNELL, PE
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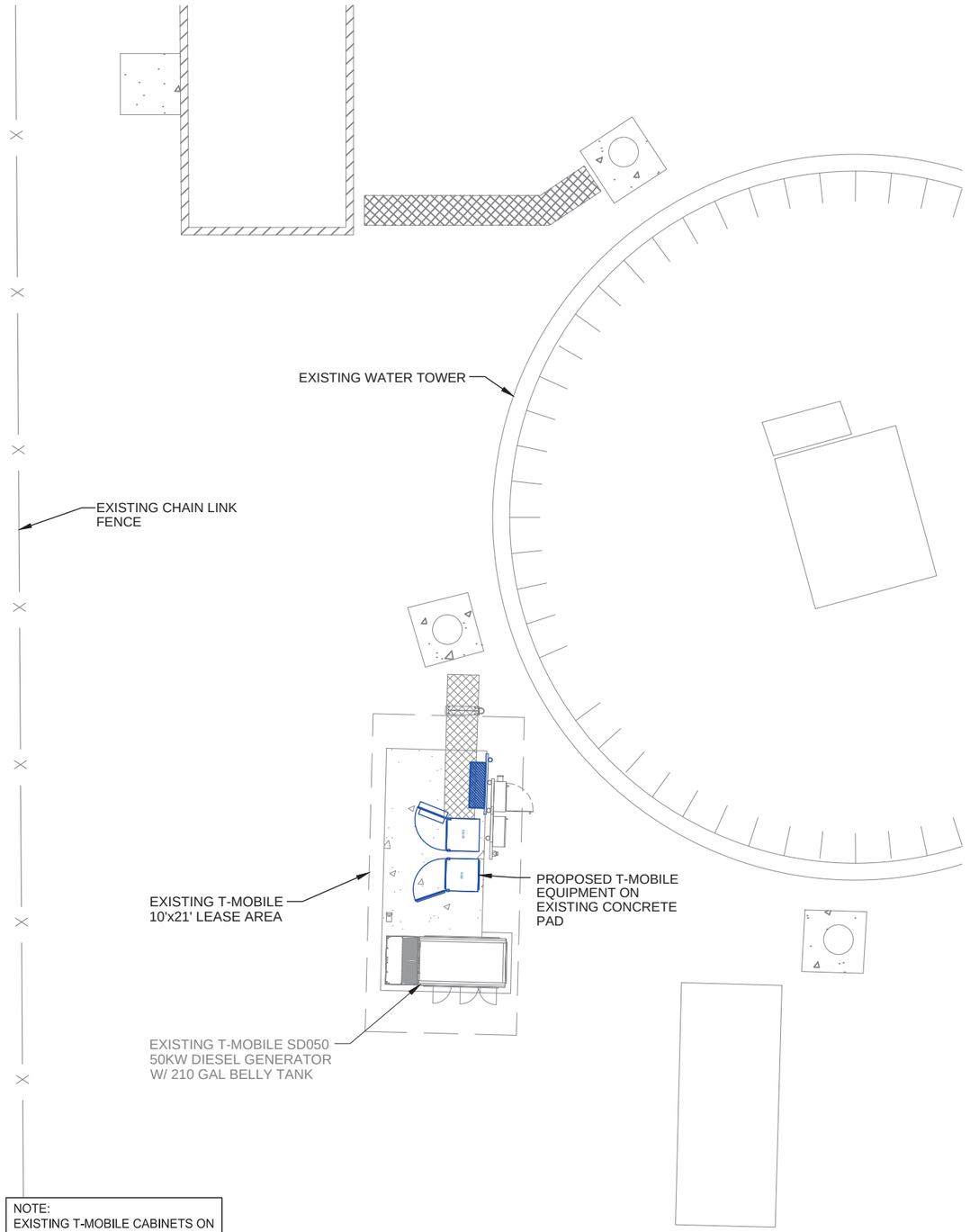
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SCALE: AS NOTED
DATE: 09/30/24
KCI JOB NUMBER: 00040736_010

SHEET TITLE
TITLE SHEET

SHEET
T-1

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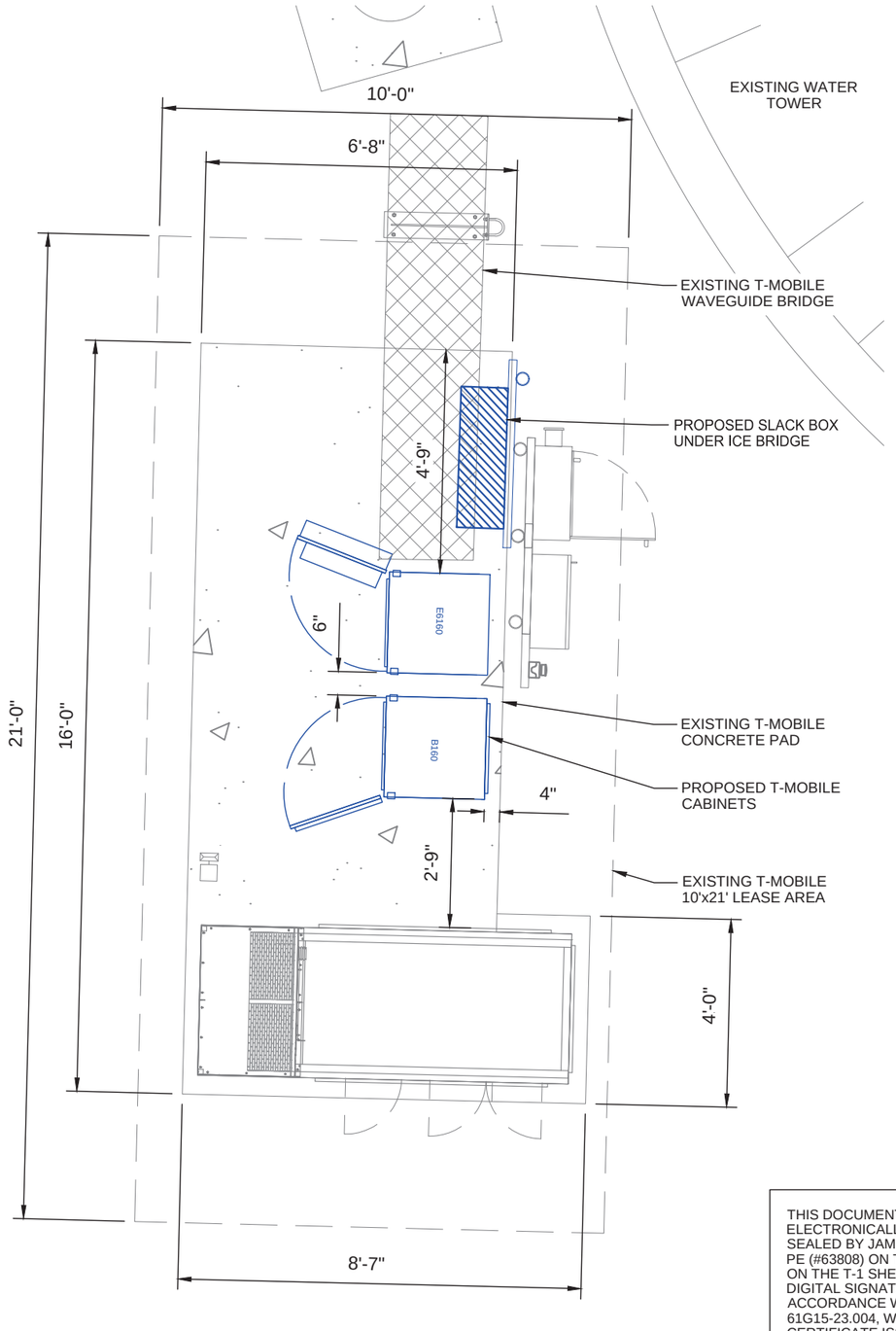


NOTE:
EXISTING T-MOBILE CABINETS ON EQUIPMENT PAD TO BE REMOVED

INFORMATION FOR COMPOUND LAYOUT TAKEN FROM INFORMATION PROVIDED BY T-MOBILE

COMPOUND LAYOUT

NOT TO SCALE



EQUIPMENT LAYOUT

NOT TO SCALE

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CHECKED BY: LV
APPROVED BY: JF

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KCI TECHNOLOGIES FLORIDA LICENSE NO. EB0004088

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5901 BENJAMIN CENTER DRIVE
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1915 8TH AVE EAST
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ENGINEER:
JAMES T. FENNELL, PE
FL LICENSE NO. 63808

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SHEET TITLE
COMPOUND LAYOUT

SHEET
C-1

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1

NOTES:

1. Coax/ Cables shall not be attached to any ladder structures, in accordance with OSHA standards.
[A] Ladders need to stay accessible
[B] Attach coax/cable to guide

2. Manholes and other access ports shall not be obstructed in any way by cable routing or attachments, in accordance with OSHA standards.

3. Balconies and platforms shall not be obstructed in any way by cable routing or attachments, in accordance with OSHA standards.
[A] Keep coax/cable on guide brackets
[B] User of tape or zip ties to secure cables/wires is not acceptable
[C] Utilize snap hangers
[D] Balcony walkways needs to stay accessible.

4. Provide proper signage at the site per all regulatory requirements. Signs are not allowed to be attached to the tank

5. All installed Equipment shall be housed in suitable EIA approved enclosures or Equipment racks. All enclosure doors and covers shall be provided with locks.

6. Any Corrective Structure Repairs or Modifications must be made as designed by a professional structural engineer competent with ANSI/ TIA-222-G, ASCE/SEI 7 and AWWA D100 standards.

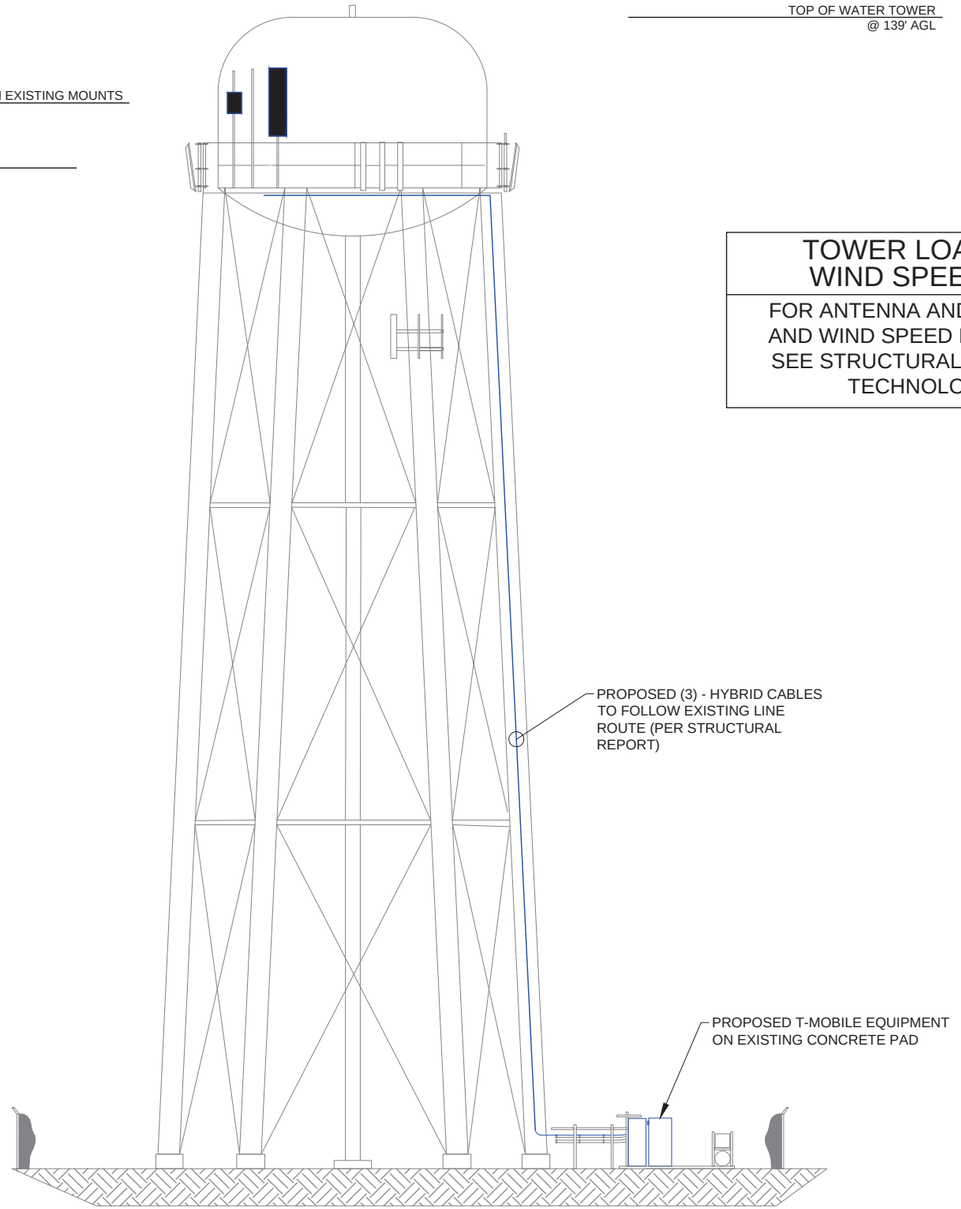
7. Many components common to the communications industry are designed for easy shipping. When bolted together, back to back components should be seal welded to prevent future corrosion and rust streaking.

8. Galvanized components shall not be welded directly to the Tank surface. Galvanized surfaces mating to the Tank structure must be ground free of galvanizing prior to welding.

9. Damaged interior paint surfaces shall be repaired in a manner that is compatible with the existing paint system. Exterior paint damage shall be repaired after completion of the antenna installation and should be compatible with the existing paint system. AWWA D102 should be consulted for proper paint procedure. All painting and surface preparation shall be in compliance with SSPC and NACE regulations.

10. All transmission lines shall be attached to tower coax supports using snap-in hangers. Cable ties are not permitted.

11. All transmission lines shall be tagged at the top and bottom of each run near the connector with an identification tag containing the Licensee's name, with Sector location FCC or IRAC call sign and the frequency assigned. Brass tags with copper wire are preferred. Plastic tags with vinyl labels or indelible ink markings are acceptable. Licensee's name, site name, site I.D., site address, contact for the licensee, phone number and the output power must be posted at the site.



NOTES:
1. ELEVATION SHOWN FOR REFERENCE ONLY. DO NOT USE FOR DIMENSIONING.

2. EXISTING EQUIPMENT NOT SHOWN FOR CLARITY.

3. ABOVE NOTES PER USG REDLINES DATED 9-29-25 1

TOWER ELEVATION
NOT TO SCALE

1

ADDITIONAL PROJECT COMMENTS:
[1] New coatings, do not damage coatings.

[2] Excess material must be removed from site. Coiled cables shall be secured and neatly rolled as not to interfere with coating inspections, maintenance or access.

[3] Coax/cables/wires need to stay uniformed. Cable route guides or similar must be used.

TOWER LOADING AND WIND SPEED DESIGN

FOR ANTENNA AND CABLE LOADING AND WIND SPEED DESIGN CRITERIA, SEE STRUCTURAL ANALYSIS BY KCI TECHNOLOGIES, INC.

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PLANNERS
SCIENTISTS
CONSTRUCTION MANAGERS
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KCI TECHNOLOGIES FLORIDA LICENSE NO: EB0004088

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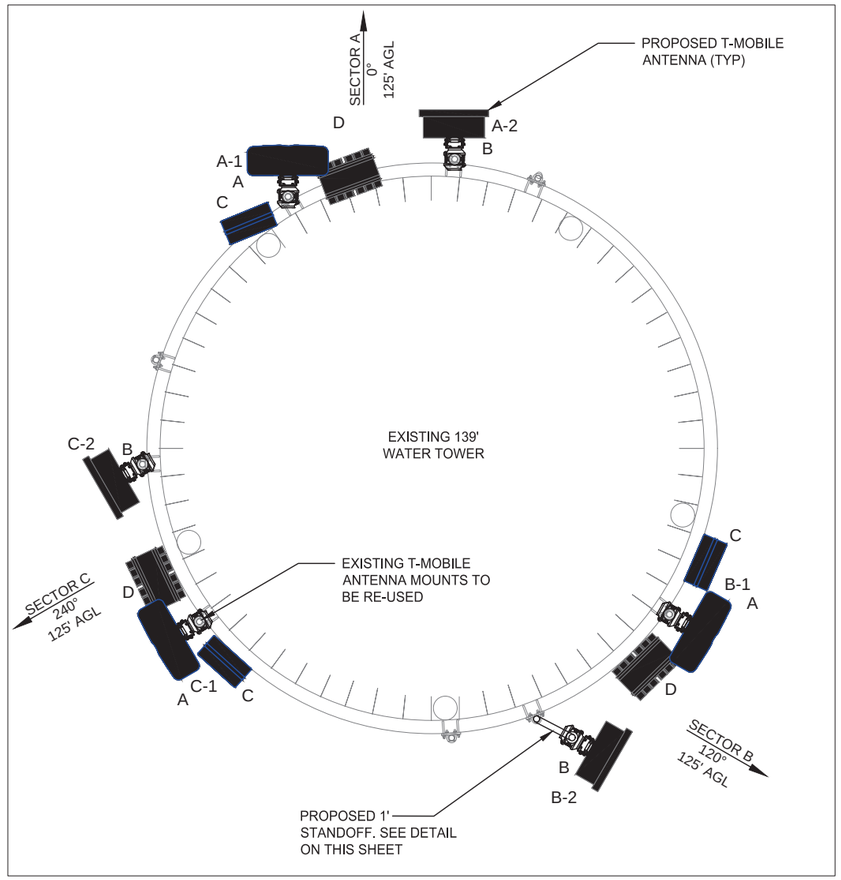
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SHEET TITLE
WATER TOWER ELEVATION

SHEET
C-2

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PROPOSED ANTENNA CONFIGURATIONS

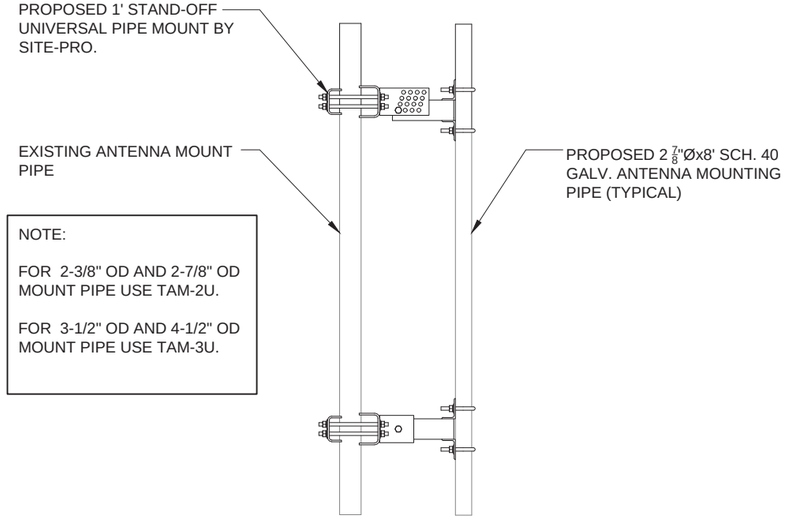
NOT TO SCALE

N

NOTE:
EXISTING T-MOBILE ANTENNAS (VV-65B) TO BE REMOVED. EXISTING ANTENNA MOUNTS TO BE REUSED. COORDINATE WITH STRUCTURAL ANALYSIS BY KCI TECHNOLOGIES, INC.

DETAIL KEY		
A	FFVV-65C-R2-CM	ANTENNA
B	AIR6419	ANTENNA
C	RADIO 4480	RADIO
D	RADIO 4460	RADIO

CABLING MATRIX						
CABLING	SECTOR	CABINET TO TOWER	RAD CENTER	ADDITIONAL CABLE	10%	TOTAL CABLE LENGTH
(3) HYBRID TRUNK	A	10'	125'	10'	14.5'	175'
	B	10'	125'	10'	14.5'	175'
	C	10'	125'	10'	14.5'	175'
					TOTAL = 525'	



NOTE:

FOR 2-3/8" OD AND 2-7/8" OD MOUNT PIPE USE TAM-2U.

FOR 3-1/2" OD AND 4-1/2" OD MOUNT PIPE USE TAM-3U.

UNIVERSAL PIPE MOUNT DETAIL

NOT TO SCALE
(WEIGHT=76.9 LBS)

GENERAL NOTES:

SHADED ANTENNAS AND APPURTENANCES ARE NEW. LEAVING (6) TOTAL ANTENNAS & (6) RADIOS AT THE RAD CENTER BEING MODIFIED.

ALL INFORMATION SHOWN ON CONFIGURATION DETAIL PROVIDED BY T-MOBILE.

NOTES:

JUMPER LENGTHS NOT TO EXCEED 15' FROM MOUNTED RADIO UNITS TO ANTENNAS.

FINAL MOUNTING LOCATIONS FOR PROPOSED EQUIPMENT TO BE DETERMINED IN FIELD.

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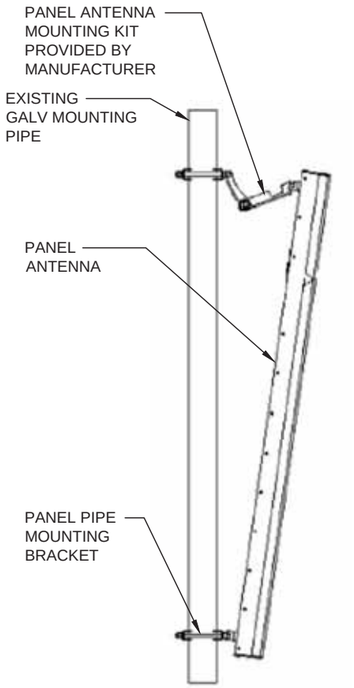
DATE: 09/30/24

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SHEET TITLE
ANTENNA CONFIGURATIONS

SHEET
C-3

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ANTENNA MOUNT DETAIL
NOT TO SCALE



ANTENNA DETAIL
NOT TO SCALE

COMMSCOPE - FFVV-65C-R2-CM

HEIGHT: 96.0"
DEPTH: 9.3"
WIDTH: 25.2"
WEIGHT: 132.3 LB



ANTENNA DETAIL
NOT TO SCALE

ERICSSON AIR6419

HEIGHT: 36.3"
DEPTH: 9.0"
WIDTH: 20.9"
WEIGHT: 83.3 LBS



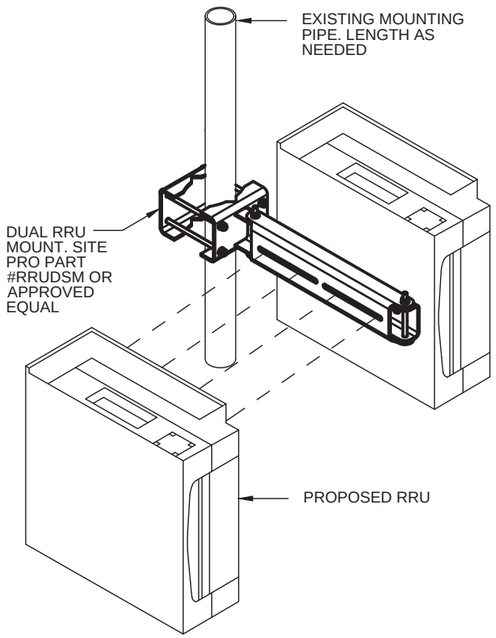
RADIO DETAIL (4480)
NOT TO SCALE

HEIGHT: 19.2"
DEPTH: 7.5"
WIDTH: 15.1"
WEIGHT: 84 LBS

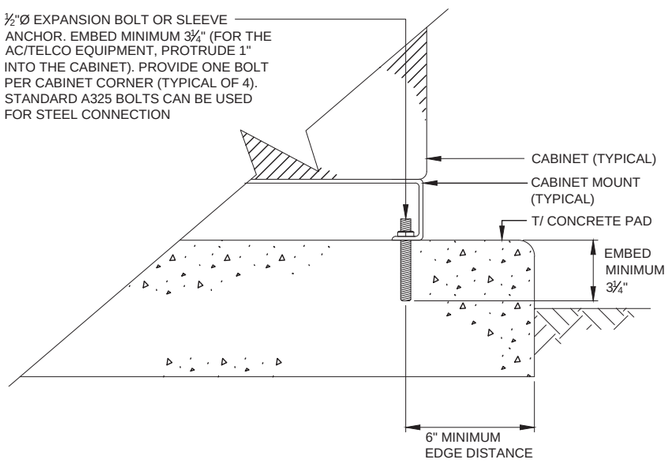


RADIO DETAIL (4460)
NOT TO SCALE

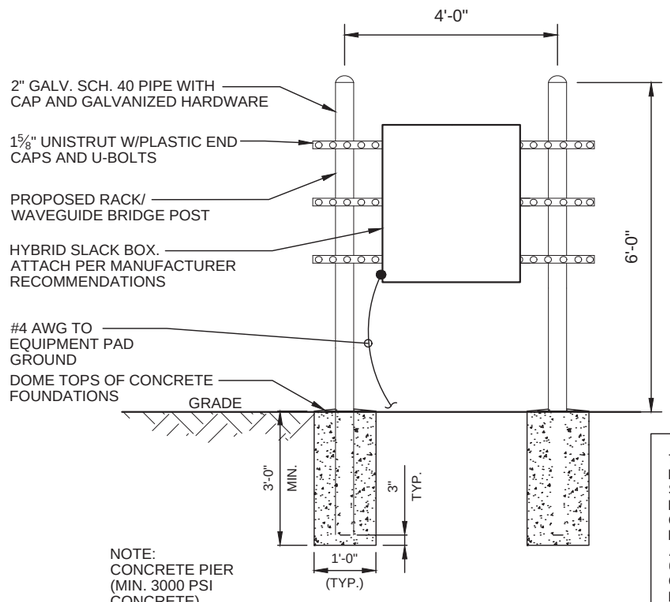
HEIGHT: 15.1"
DEPTH: 11.9"
WIDTH: 17.0"
WEIGHT: 108 LBS



RRU ATTACHMENT DETAIL
NOT TO SCALE



CABINET MOUNTING DETAIL
NOT TO SCALE



NOTE:
CONCRETE PIER (MIN. 3000 PSI CONCRETE)

SLACK BOX ON H-FRAME
NOT TO SCALE

NOTE:

ALL ANTENNAS AND APPURTENANCES TO BE MOUNTED PER MANUFACTURER'S RECOMMENDATIONS. PLEASE REFER TO PRODUCT SPECIFICATION SHEETS.

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1915 8TH AVE EAST
BRADENTON, FLORIDA 34208

ENGINEER:
JAMES T. FENNELL, PE
FL LICENSE NO. 63808

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SHEET TITLE
DETAILS
(1 OF 3)

SHEET
C-4

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ERICSSON

Enclosure 6160 AC

The Enclosure 6160 is a multi-purpose site cabinet designed to support a multitude of equipment such as ERS Baseband, Transport, Li-Ion battery and 3PP vendor equipment. It also provides a highly capable power system and battery back-up - all in a streamlined design and minimized footprint to support cost efficient expansion of mobile broadband.

Being an all-in-one enclosure, the Enclosure 6160 is a very fitting choice for all types of sites where the capacity need is large or room for future expansion is needed. It is ideally used for modernizing existing sites or in greenfield scenarios to match both current and future needs.

With a robust design, IP65 compliance and a sealed Heat Exchanger (HEX) climate system the Enclosure 6160 ensures optimal environmental protection of the active equipment - enabling them for a long-lasting service. The complete system is also integrated and verified for the entire Ericsson Radio System and ensures best-in-class service.

The power system offers 31,5kW of power in total and provides 24kW of -48V DC power for both internal and external consumers.

The equipment space allows 19U of rack space ensuring well enough capacity for existing need and future expansion.

One of the main advantages of the Enclosure 6160 is its default integration with ENM - allowing for advanced remote monitoring and control such a fault management (alarms), inventory management and performance measurements. The cabinet also provides an open O&M interface for integration to 3PP O&M systems.



Preliminary technical specification for Enclosure 6160 AC

CAPACITY	
Rack space user equipment	19U (19" rack)
Hardware capabilities	Power and CPRI support for multi-standard remote radios (RRU or AIR) ERS Baseband and Transport units Li-Ion batteries 3PP equipment Additional power feed available as option
MECHANICAL SPECIFICATION	
Weight	145 kg (excluding active equipment) 320 lbs (excluding active equipment)
Dimension (H x W x D)	1600 x 650 x 650 mm (incl. Base frame) 63 x 26 x 26 in. (incl. Base frame)
Base frame height	150 mm 6 in.
Mounting position	Ground
Enclosure material	Aluminum
Color	Power paint NCS 2002-B
Door	Front access
Rack type	19" (IEC 60297-3-100)
Locking type	Pad lock or Cylinder
POWER SYSTEM	
Input voltage	3P+N+PE: 346/200-415/240 VAC 2P+N+PE: 208/120-220/127 VAC 1P+N+PE: 200-250 VAC
Input power	<33kW
Output load (-48VDC)	24kW
Total capacity (-48VDC)	31.5kW
AC SPD	Class 2/Type 2
DC SPD	Class 2/Type 2
PSU Slots	9x
Service outlet	Optional
Priority load	8x Circuit Breaker
LLVD 1	6x Circuit Breaker
LLVD 2	6x Circuit Breaker
CB ratings	3A / 5A / 10A / 15A / 20A / 25A / 30A / 40A / 50A / 60A / 80A / 100A
Battery Interface	2x Circuit Breaker
Battery Circuit Breaker rating	125A 2pol (200A)
PSU capacity	3500W

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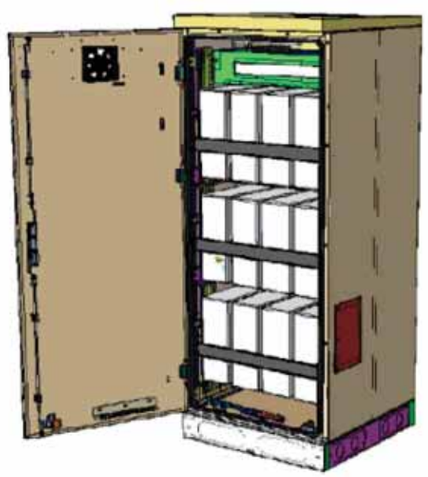
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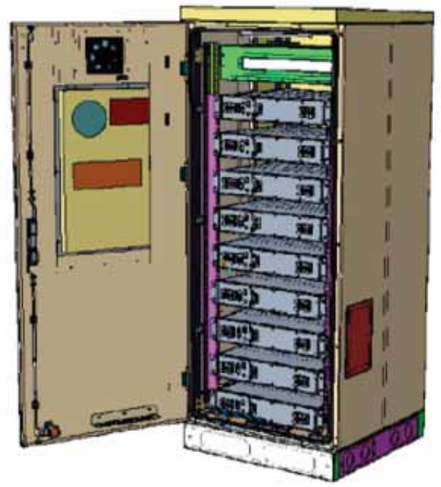
Enclosure B160



Enclosure B160
AirCon + VRLA



Enclosure B160
AirCon + Li-Ion



Enclosure B160
Convection Cooling
+ VRLA

Enclosure B160

Capacity
- VRLA 12V: 100Ah / 150Ah / 170Ah / 190Ah / 210Ah
- Li-Ion: 24U 19" / 23"
- Sodium-Nickel: 3x FIAMM

Electrical specification
- DC Output: -48VDC/200A
- Battery breakers: 2x 125/2p
- Alarms: Door open, Climate failure, MCB Connection

Mechanical specification
- Weight: 134kg
- Dimensions: 63 x 26 x 26 in. (incl. Base frame)
- Base frame height: 6 in.
- Material: Galvanized steel (180g/m²)
- Color: Powder paint NCS 2002-B
- Door: Front access
- Locking type: Pad lock / cylinder

Environmental specification
- Ingress protection: VRLA/Sodium IP44
Li-Ion IP55
- Relative humidity: 15-100%

Climate system
- Air Conditioner
  - Fan type: DC
  - Cooling capacity: 500W @L35/L35
- Convection cooling
  - Emergency fan

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Section 1 - Site Information

Site ID: A2F0417B	**Site Name:** City of Bradenton/A2F0417	**Latitude:** 27.492647
Purpose: A&E	**Site Class:** Watertank	**Longitude:** -82.540582
Status: Ready For Review	**Site Type:** Structure Non Building	**Address:** 1915 8th Avenue East
Version: 9	**Plan Year:**	**City, State:** Bradenton, FL
Project Type: Market Swap	**Market:** TAMPA FL	**Region:** SOUTH
Last Modified: 07/17/2025 9:40:21 AM	**Vendor:** Ericsson	
Last Modified By: Nagaraj.Hujarathi1@T-Mobile.com	**Landlord:** City of Bradenton	

RAN Template: 67E5D998E 6160 (GSM on 6630)	**AL Template:** 67E5998E_1xAIR+1OP_(Excal)

Sector Count: 3	**Antenna Count:** 6	**Coax Line Count:** 0	**TMA Count:** 0	**RRU Count:** 6

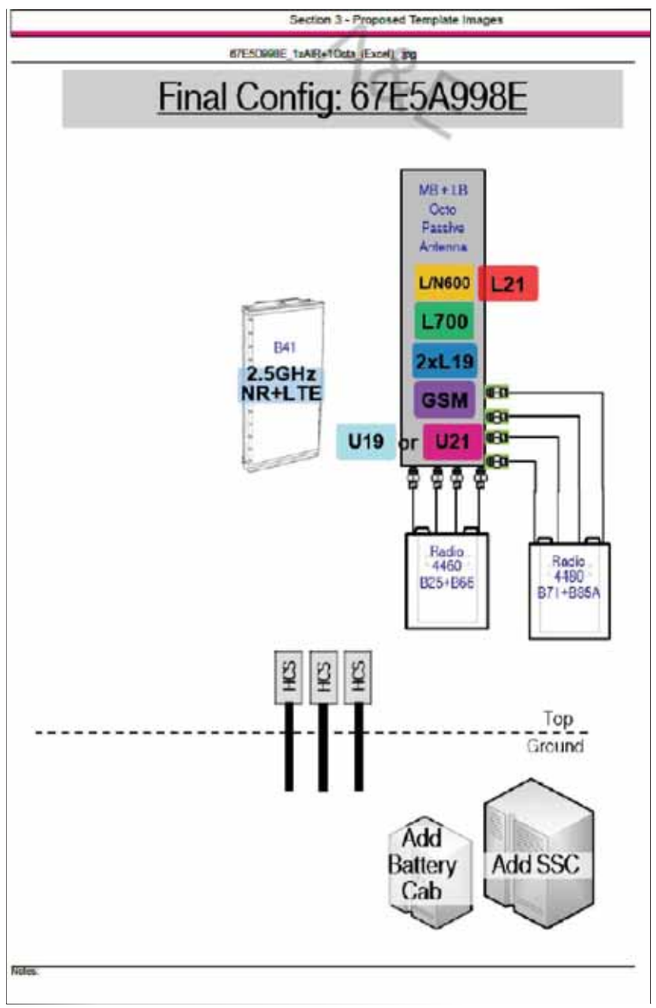
NOTE:

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CONTRACTOR TO VERIFY THAT THIS IS THE LATEST VERSION OF THE RF DATA SHEET PRIOR TO THE ORDERING OF MATERIALS.

Section 3 - Proposed Template Images

67E5D998E_1xAIR+1Octa (Excel).jpg



Notes:

Proposed RAN Equipment

Template: 67E5D998E 6160 (GSM on 6630)

Enclosure	1	2	3	4
Enclosure Type	Enclosure 6160_v2 AC	B160	Ericsson Manual Add Ancillary SKUs	PPC & AAV SKUs
Baseband	RP 6651: N600, N1900, L600, L700, L1900, L2100, LAWS3 / RP 6651: N2500			
Transport System	CSR IXRe V2 (Gen2)			
Hybrid Cable System	Hybrid Trunk 6/24 4AWG 50m (x3)			

RAN Scope of Work:

<2/27/2023> GSM removed
<10/3/2024> updated all 3 HCS with 50 m based on RAD center.
<12/17/2024> Changing Antenna model from FFVV-65C-R3-V1 to FFVV-65C-R2N23 as per Jason Email on 12/16/2024.
<7/17/2025> Adding -105 & -101 Dummy SKU's as per Angel Confirmation.
<7/17/2025> Changing antenna model from FFVV-65c-R2N23 to FFVV-65C-R2-CM as per Angel email

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Sector 1 (Proposed) view from behind						
Coverage Type	A - Outdoor Macro					
Antenna	1				2	
Antenna Model	FFVV-65C-R2-CM (Octo)				AIR_6419_B41 (Active Antenna - Massive MIMO)	
Azimuth	0				0	
M. Tilt	0				0	
RAD Center (ft.)	125				125	
Ports	P1	P2	P3	P4	P5	P6
Active Tech	L700 L600 N600	L700 L600 N600	L2100 L1900 N1900 LAWS3	L2100 L1900 N1900 LAWS3	N2500	N2500
Dark Tech						
Restricted Tech						
Decomm. Tech						
E. Tilt						
Cables						
TMAs						
Diplexer / Combiners						
Radio	Radio 4480 B71+B85 (At Antenna)	Radio 4480 B71+B85 (At Antenna)	Radio 4460 B25+B66 (At Antenna)	Radio 4460 B25+B66 (At Antenna)		
Sector Equipment						
Unconnected Equipment:						
Scope of Work:						

*A dashed border indicates shared connected equipment. Any shared equipment, besides the first, is denoted with the SHARED keyword.

Sector 2 (Proposed) view from behind						
Coverage Type	A - Outdoor Macro					
Antenna	1				2	
Antenna Model	FFVV-65C-R2-CM (Octo)				AIR_6419_B41 (Active Antenna - Massive MIMO)	
Azimuth	120				120	
M. Tilt	0				0	
RAD Center (ft.)	125				125	
Ports	P1	P2	P3	P4	P5	P6
Active Tech	L700 L600 N600	L700 L600 N600	L2100 L1900 N1900 LAWS3	L2100 L1900 N1900 LAWS3	N2500	N2500
Dark Tech						
Restricted Tech						
Decomm. Tech						
E. Tilt						
Cables						
TMAs						
Diplexer / Combiners						
Radio	Radio 4480 B71+B85 (At Antenna)	Radio 4480 B71+B85 (At Antenna)	Radio 4460 B25+B66 (At Antenna)	Radio 4460 B25+B66 (At Antenna)		
Sector Equipment						
Unconnected Equipment:						
Scope of Work:						

*A dashed border indicates shared connected equipment. Any shared equipment, besides the first, is denoted with the SHARED keyword.

Sector 3 (Proposed) view from behind						
Coverage Type	A - Outdoor Macro					
Antenna	1				2	
Antenna Model	FFVV-65C-R2-CM (Octo)				AIR_6419_B41 (Active Antenna - Massive MIMO)	
Azimuth	240				240	
M. Tilt	0				0	
RAD Center (ft.)	125				125	
Ports	P1	P2	P3	P4	P5	P6
Active Tech	L700 L600 N600	L700 L600 N600	L2100 L1900 N1900 LAWS3	L2100 L1900 N1900 LAWS3	N2500	N2500
Dark Tech						
Restricted Tech						
Decomm. Tech						
E. Tilt						
Cables						
TMAs						
Diplexer / Combiners						
Radio	Radio 4480 B71+B85 (At Antenna)	Radio 4480 B71+B85 (At Antenna)	Radio 4460 B25+B66 (At Antenna)	Radio 4460 B25+B66 (At Antenna)		
Sector Equipment						
Unconnected Equipment:						
Scope of Work:						

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GENERAL

A. PROVIDE ALL LABOR, MATERIALS, EQUIPMENT AND SERVICES NECESSARY FOR AND INCIDENTAL TO THE COMPLETE INSTALLATION AND OPERATION OF ALL ELECTRICAL WORK. ALL WORK SHALL BE DONE BY QUALIFIED PERSONNEL.

B. CONFORM TO THE LATEST EDITION OF THE NATIONAL ELECTRICAL CODE, AND THE NATIONAL ELECTRICAL SAFETY CODE ADOPTED BY THE LOCAL AUTHORITY HAVING JURISDICTION. THE INSTALLATION SHALL COMPLY WITH THESE AND ALL APPLICABLE RULES & REGULATIONS OF LOCAL AND STATE AUTHORITIES HAVING JURISDICTION.

C. COORDINATE THE WORK OF ALL TRADES.

D. ARRANGE CONDUIT, WIRING, EQUIPMENT, AND OTHER WORK GENERALLY AS SHOWN, PROVIDING PROPER CLEARANCES AND ACCESS. CAREFULLY EXAMINE ALL CONTRACT DRAWINGS AND FIT THE WORK IN EACH LOCATION WITHOUT SUBSTANTIAL ALTERATION. WHERE DEPARTURES ARE PROPOSED BECAUSE OF FIELD CONDITIONS OR OTHER CAUSES, PREPARE AND SUBMIT DETAILED DRAWINGS FOR ACCEPTANCE. THE RIGHT IS RESERVED TO MAKE REASONABLE CHANGES IN LOCATION OF EQUIPMENT, CONDUIT, AND WIRING UP TO THE TIME OF ROUGH-IN OR FABRICATION.

E. THE CONTRACT DRAWINGS ARE GENERALLY DIAGRAMMATIC AND ALL OFFSETS, BENDS, FITTINGS AND ACCESSORIES ARE NOT NECESSARILY SHOWN. PROVIDE ALL SUCH ITEMS AS MAY BE REQUIRED TO FIT THE WORK TO THE CONDITIONS.

F. THERE SHALL BE NO INTERRUPTION OF POWER TO EXISTING ELECTRICAL SYSTEMS WITHOUT PRIOR CONSENT OF THE BUILDING OWNER. SUCH INTERRUPTIONS SHALL BE KEPT TO A MINIMUM AND SHALL BE SCHEDULED WITH THE OWNER AT LEAST THREE BUSINESS DAYS IN ADVANCE OF THE OUTAGE. ANY COST FOR WORK THAT MUST BE DONE ON AN OVERTIME BASIS SHALL BE INCLUDED IN THE BID.

G. VISIT THE SITE AND INSPECT THE EXISTING CONDITIONS BEFORE BID IN ORDER TO ENSURE PROPER EVALUATION OF WORKING CONDITIONS AND LOCATION OF EXISTING CONDITIONS.

H. WHERE OUTLETS ARE REMOVED OR CIRCUITS INTERRUPTED OR BROKEN, PROVIDE THE REQUIRED RELOCATION, RECONNECTION OR REARRANGEMENT TO RESTORE SERVICE TO ALL ITEMS, OUTLETS, ETC. NOT MADE OBSOLETE BY THIS WORK.

I. MOUNTING AND SUPPORTING OF ALL EQUIPMENT PROVIDED UNDER THIS SECTION SHALL BE COORDINATED WITH THE CONSTRUCTION MANAGER IN THE FIELD.

PERMITS AND FEES

A. OBTAIN, PAY FOR, AND DELIVER ALL PERMITS, CERTIFICATES OF INSPECTION, ETC., REQUIRED BY THE AUTHORITIES HAVING JURISDICTION. DELIVER CERTIFICATES TO THE OWNER PRIOR TO FINAL ACCEPTANCE OF THE WORK.

MATERIAL AND EQUIPMENT

A. MATERIAL AND EQUIPMENT INSTALLED AS A PART OF THE PERMANENT INSTALLATION SHALL BE NEW, UNLESS OTHERWISE INDICATED OR SPECIFIED, AND SHALL BE LISTED BY A NATIONALLY RECOGNIZED TESTING LAB, FOR INSTALLATION IN EACH PARTICULAR CASE, WHERE STANDARDS HAVE BEEN ESTABLISHED.

CUTTING AND PATCHING

A. PROVIDE ALL CUTTING AND PATCHING NECESSARY FOR THE INSTALLATION OF THE ELECTRICAL WORK. ANY DAMAGE DONE TO THE WORK ALREADY IN PLACE BY REASON OF THIS WORK SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE BY A QUALIFIED MECHANIC EXPERIENCED IN SUCH WORK. PATCHING SHALL BE UNIFORM IN APPEARANCE AND SHALL MATCH THE SURROUNDING SURFACE. DO NOT CUT STRUCTURAL MEMBERS WITHOUT APPROVAL BY THE CONSTRUCTION MANAGER. WHERE PENETRATIONS ARE NECESSARY THROUGH THE ROOF, PROVIDE ALL NECESSARY CURBS, SLEEVES, SHIELDS, FLASHING, FITTINGS, AND CAULKING TO MAKE THE PENETRATIONS ABSOLUTELY WATERTIGHT.

ELECTRICAL WORK UNDER OTHER DIVISIONS

A. IN GENERAL POWER WIRING FOR SYSTEMS ARE INCLUDED UNDER THIS SPECIFICATION. CAREFULLY REVIEW THE CONTRACT DOCUMENTS AND COORDINATE THE ELECTRICAL WORK TO BE PERFORMED UNDER THE OTHER DIVISIONS.

GUARANTEE

A. GUARANTEE THE ELECTRICAL SYSTEM INSTALLED BY THE CONTRACTOR FREE FROM ALL MECHANICAL AND ELECTRICAL DEFECTS FOR THE PERIOD OF ONE YEAR BEGINNING FROM THE DAY OF FINAL ACCEPTANCE OF THE WORK OR BENEFICIAL OCCUPANCY BY THE OWNER, WHICHEVER OCCURS FIRST.

B. UPON RECEIPT OF NOTICE FROM THE OWNER OF FAILURE OF ANY PART OF THE ELECTRICAL INSTALLATION DURING THE GUARANTEE PERIOD, NEW REPLACEMENT PARTS SHALL BE FURNISHED AND INSTALLED PROMPTLY AT NO COST TO THE OWNER.

CONDUIT AND FITTINGS

A. MINIMUM CONDUIT SIZE SHALL BE 3/4" (UNLESS OTHERWISE INDICATED)

B. SUPPORT ALL CONDUIT NOT EMBEDDED IN CONCRETE OR MASONRY SO THAT STRAIN IS NOT TRANSMITTED TO OUTLET BOXES AND PULL BOXES, ETC. SUPPORTS TO BE SUFFICIENTLY RIGID TO PREVENT DISTORTION OF CONDUITS DURING WIRE PULLING.

C. ALUMINUM CONDUIT IS PROHIBITED.

D. ALL CONDUITS SHALL BE GALVANIZED ELECTRICAL METALLIC TUBING (EMT), PVC, OR RIGID GALVANIZED STEEL (EXTERIOR EXPOSED)

E. EMT CONDUIT FITTINGS SHALL BE FERROUS COMPRESSION TYPE.

F. IN DAMP OR WET LOCATIONS USE FLEXIBLE, LIQUID-TIGHT METAL CONDUIT WITH APPROVED FITTINGS.

COORDINATION

A. COORDINATE THE WORK OF POWER, GROUNDING AND TELCO AT EQUIPMENT WITH EQUIPMENT SUPPLIER PRIOR TO ROUGH-IN. FINAL TERMINATIONS TO BE AT THE DIRECTION OF THE EQUIPMENT SUPPLIER.

B. PRIOR TO BEGINNING WORK CONTRACTOR SHALL COORDINATE ALL POWER & TELCO WITH THE LOCAL UTILITY COMPANY AS IT MAY APPLY TO THIS SITE. ALL WORK TO COMPLY WITH THE RULES AND REGULATIONS OF THE UTILITIES INVOLVED.

WIRES AND CABLES (600 VOLTS)

A. BUILDING WIRE, UNLESS OTHERWISE INDICATED SHALL BE 600 VOLTS, TYPE THHW-THWN INSULATION -75°c. CONDUCTORS SHALL BE SIZED AND RUN AS INDICATED CONDUCTORS SHALL BE SOFT DRAWN COPPER OF NOT LESS THAN 98% CONDUCTIVITY.

CONDUCTOR INSULATION

A. ALL CONDUCTORS SHALL BE COLOR CODED AS REQUIRED BY NEC AND FURTHER IDENTIFIED AND CODED AS SPECIFIED HEREINAFTER. COLOR CODING SHALL BE BY MEANS OF COLORED INSULATING MATERIAL, COLORED BRAID OR JACKET OVER THE INSULATION OR BY MEANS OF SUITABLE COLORED, PERMANENT, NON-AGING, INSULATING TAPE APPLIED TO CONDUCTORS AT EACH CABINET OR JUNCTION POINT. THE COLOR CODING SHALL BE ACCOMPLISHED AS THE CONDUCTORS ARE INSTALLED. THE FOLLOWING SYSTEMS OF COLOR CODING SHALL BE STRICTLY ADHERED TO:

1. GROUND LEADS: GREEN
2. GROUNDED NEUTRAL LEADS: WHITE
3. 120/208 VOLT (120/240 VOLT) UNGROUNDED PHASE WIRES;
4. BLACK, RED, BLUE

B. THE COLOR CODE ASSIGNED TO EACH PHASE WIRE SHALL BE CONSISTENTLY FOLLOWED THROUGHOUT.

CONDUIT SUPPORTS

A. SUPPORT SURFACE RUNS OF CONDUIT USING ONE OR TWO HOLE PIPE STRAPS. STRAP SPACING 6 FOOT ON CENTERS, MAXIMUM, UNLESS NOTED OTHERWISE.

B. FASTEN STRAPS TO CONCRETE USING INSERTS OR EXPANSION BOLTS AND TO HOLLOW MASONRY USING TOGGLE BOLTS. WOODEN PLUGS ARE UNACCEPTABLE.

OUTLET, JUNCTION AND PULL BOXES

A. ALL BOXES, WHETHER OUTLET, JUNCTION, PULL, OR EQUIPMENT SHALL BE FURNISHED WITH APPROPRIATE COVERS.

B. NO SECTIONALIZED BOXES SHALL BE USED.

C. OUTLET, JUNCTION AND PULL BOXES SHALL BE SHEET STEEL. WHERE REQUIRED TO FACILITATE PULLING OF WIRES OR CABLES, SUCH BOXES SHALL BE RIGIDLY MOUNTED AND INSTALLED IN ACCESSIBLE LOCATIONS.

SAFETY DISCONNECT SWITCH

A. PROVIDE SAFETY DISCONNECT SWITCHES AS SHOWN ON THE DRAWINGS AND WHERE REQUIRED BY THE NATIONAL ELECTRICAL CODE. SWITCHES SHALL BE HORSEPOWER-RATED WHERE APPLICABLE, AND SHALL BE THE SIZES REQUIRED. SERVICE ENTRANCE SWITCH SHALL BE SO RATED.

B. SWITCHES SHALL BE HEAVY DUTY TYPE FUSED OR UNFUSED, AS INDICATED; SIDE HANDLE OPERATED, NEMA 1 FOR GENERAL INTERIOR WORK AND NEMA 3R STEEL FOR EXTERIOR, DAMP, OR WET LOCATIONS. SWITCHES SHALL BE EQUIPPED WITH A COVER INTERLOCK TO PREVENT OPERATION WITH COVER OPEN.

C. SWITCHES SHALL BE VISIBLE BLADE, EXTERNALLY OPERATED, WITH ALL CURRENT CARRYING PARTS SILVER OR TIN-PLATED. ALL SWITCHES SHALL HAVE PROVISIONS FOR NOT LESS THAN THAN TWO EXTERNAL PADLOCK.

GROUNDING

A. PROVIDE GROUND FOR ALL RACEWAYS, DEVICES, AND UTILIZATION EQUIPMENT PERMANENTLY AND EFFECTIVELY IN ACCORDANCE WITH REQUIREMENTS OF THE NATIONAL ELECTRICAL CODE AND AS HEREINAFTER SPECIFIED. ALL GROUNDED NEUTRAL CONDUCTORS SHALL BE CONTINUOUSLY IDENTIFIED. ALL GROUNDING AND BONDING CONNECTIONS SHALL BE SOLDERLESS.

B. PROVIDE INSULATED GROUNDING CONDUCTORS FOR FEEDER AND BRANCH CIRCUIT WIRING AS CALLED FOR ON THE PLANS. PROVIDE GROUNDING BLOCKS, TERMINALS, ETC., FOR CONNECTION OF GROUND WIRE IN ALL DISTRIBUTION EQUIPMENT, OUTLETS, JUNCTION BOXES, AND UTILIZATION EQUIPMENT. TERMINATE WITH LUGS OR COMPRESSION TERMINALS. CONDUCTORS LOOPED UNDER BOLTS OR SCREWS WILL NOT BE ACCEPTABLE.

C. GROUND RODS WHEN NEEDED SHALL BE STEEL, COPPER CLAD 5/8" DIAMETER BY 10' LONG. GROUND ROD SHIELDS TO BE PROVIDED FOR DRIVING RODS.

D. PRIOR TO INSTALLATION OF THE GROUNDING SYSTEM, THE EARTH RESISTIVITY SHALL BE MEASURED USING WENNER FOUR TERMINAL METHOD. REPORTS OF THE MEASURED RESISTIVITY MUST BE SUBMITTED TO THE CONSTRUCTION MANAGER.

E. THE MAXIMUM RESISTANCE OF THE COMPLETED GROUNDING SYSTEM SHALL NOT EXCEED 5 OHMS ON ANY PART OF THE SYSTEM. IF DUE TO SOIL CONDITIONS OR OTHER PARAMETERS THIS MAXIMUM VALUE IS EXCEEDED, CONTACT THE ENGINEER FOR ADDITIONAL INSTRUCTIONS. GROUND BAR PLATES ARE TO BE MANUFACTURED EXACTLY AS DETAILED AND DIMENSIONED. DIMENSIONS TO BE ACCURATE TO 1/2".

F. ALL MOUNTING HARDWARE SHALL BE STAINLESS STEEL.

G. ALL BARE COPPER SURFACES SHALL BE COATED PRIOR TO LUGGING. JOINT COMPOUND SHALL BE KOPR-SHIELD BY THOMAS & BETTS.

H. CONNECTION OF CONDUCTORS BELOW GRADE TO GROUND RODS, GROUND RINGS, GROUND WELL, ETC., SHALL BE EXOTHERMIC TYPE WELDING CONNECTIONS "CADWELL".

I. CONNECTION OF CONDUCTORS ABOVE GRADE TO METALLIC OBJECTS OR IN HANDHOLES SHALL BE WITH PRESSURE TYPE CRIMP CONNECTORS, BOLTED CLAMPS, OR SPLIT BOLT CONNECTIONS WITH SOLID BRONZE HARDWARE. CADMIUM PLATED STEEL HARDWARE IS NOT ACCEPTABLE. CONNECTIONS TO INTERIOR HALO GROUND RING SHALL BE WITH 'C' CLAMPS. SOLID TO SOLID AND STRANDED CONDUCTORS REQUIRES TWO (2) CLAMPS. ALL 'C' CLAMPS REQUIRE INSTALLATION WITH THE CORRECT HYDRAULIC CLAMP TOOL.

SUPPORTS, HANGERS AND FOUNDATIONS

A. PROVIDE ALL SUPPORTS, HANGERS, BRACES, ATTACHMENTS, AND FOUNDATIONS REQUIRED FOR THE WORK. SUPPORT AND SET THE WORK IN A THOROUGHLY SUBSTANTIAL AND WORKMANLIKE MANNER WITHOUT PLACING STRAINS ON THE MATERIALS, EQUIPMENT, OR THE BUILDING STRUCTURE.

B. SUPPORTS, HANGERS, BRACES AND ATTACHMENTS SHALL BE STANDARD MANUFACTURED ITEMS OR FABRICATED STRUCTURAL STEEL SHAPES.

AS-BUILT DATA

A. CONTRACTOR SHALL PREPARE AND SUBMIT TO THE CONSTRUCTION MANAGER "AS-BUILT" DRAWINGS FOR CHANGES OR DEVIATIONS FROM CONTRACT DRAWINGS TO THE FOLLOWING:

1. SOURCE, ORIGIN, AND/OR ROUTING OF MAIN FEEDERS.
2. LOCATION OF MAJOR PIECES OF DISTRIBUTION EQUIPMENT SUCH AS KILOWATTHOUR METER AND MAIN FEEDER OVERCURRENT DEVICES.

IDENTIFICATION OF EQUIPMENT

A. MARK AND PERMANENTLY IDENTIFY ALL ELECTRICAL EQUIPMENT. IDENTIFICATION SHALL BE LAMINATED PLASTIC PLATES, BLACK WITH WHITE ENGRAVED LETTERS. USE 3/4" HIGH LETTERING. ATTACH PLATES WITH CHROME PLATED OR 316 STAINLESS STEEL SCREWS TO THE DEVICE. USE NOMENCLATURE ON DRAWINGS.

B. ALL EQUIPMENT SHALL BE MARKED WITH WARNING LABELS AND SIGNAGE AS REQUIRED BY THE NATIONAL ELECTRIC CODE, NFPA AND OTHER APPLICABLE STANDARDS.

ELECTRICAL LEGEND

(1)	SEE DRAWING NOTE OF SAME NUMBER
M	KILOWATTHOUR METER
	CONDUIT OR CABLE-UP, DOWN
	#2 AWG BARE, SOLID,TINNED COPPER CONDUCTOR - UNDERGROUND
	#2 AWG BARE, SOLID, TINNED COPPER CONDUCTOR ROUTING AS SHOWN ON DWG'S
	CONDUIT TERMINATED OR TRANSITION AS INDICATED IN PLAN
	STANDARD GROUND ROD -5/8"x10'-0"
P	UNDERGROUND CONDUIT, POWER
T	UNDERGROUND CONDUIT, TELCO
	EXOTHERMIC WELD OR MECHANICAL GROUND BOND
	INSPECTION SLEEVE
	GROUND ROD EXOTHERMICALLY WELDED TO BURIED GROUND RING

ABBREVIATIONS & SYMBOLS

A	- AMPERE
AFF	- ABOVE FINISHED FLOOR
AFG	- ABOVE FINISHED GRADE
AFR	- ABOVE FINISHED ROOF
AGB	- ANTENNA GROUND BAR
AHU	- AIR HANDLING UNIT
AIC	- AMPERES INTERRUPTING CURRENT
AWG	- AMERICAN WIRE GAUGE
BKR, CB	- CIRCUIT BREAKER
CAT	- CATALOG
C, COND.	- CONDUIT
CKT	- CIRCUIT
DWG	- DRAWING
EMT	- ELECTRICAL METALLIC TUBING
FSS	- FUSED SAFETY SWITCH
GFI	- GROUND FAULT INTERRUPTING
GRD	- GROUND
KVA	- KILOVOLT-AMPERES
MCB	- MAIN CIRCUIT BREAKER
MGB	- MAIN GROUND BAR
M.H.	- MOUNTING HEIGHT
M.L.O.	- MAIN LUG ONLY
NEC	- NATIONAL ELECTRICAL CODE
NEMA	- NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION
NETA	- NATIONAL ELECTRICAL TESTING ASSOCIATION
NFSS	- NON-FUSED SAFETY SWITCH
NIC	- NOT IN CONTRACT
NO.	- NUMBER
OCP	- OVER CURRENT PROTECTION
P.	- POLE
PVC	- POLYVINYL CHLORIDE
RGS	- RIGID GALVANIZED STEEL
SPST	- SINGLE POLE, SINGLE THROW
TYP.	- TYPICAL
V	- VOLTS
WP	- WEATHERPROOF
Ø	- PHASE

LOAD CALCULATIONS (DEMAND)

120/240V, SINGLE-PHASE, 200 AMP SERVICE

1 (100 AMP) BREAKER AT 24.0 KW

1 (60 AMP) BREAKER AT 14.4 KW

T-MOBILE	38.4 KW (CONN) 30.7 KW DEMAND

30.7 KW @ 240V WITH 0.85 PF = 150.5 AMPS

150.5 AMP ÷ 200 AMP = 0.75 OR 75% CAPACITY

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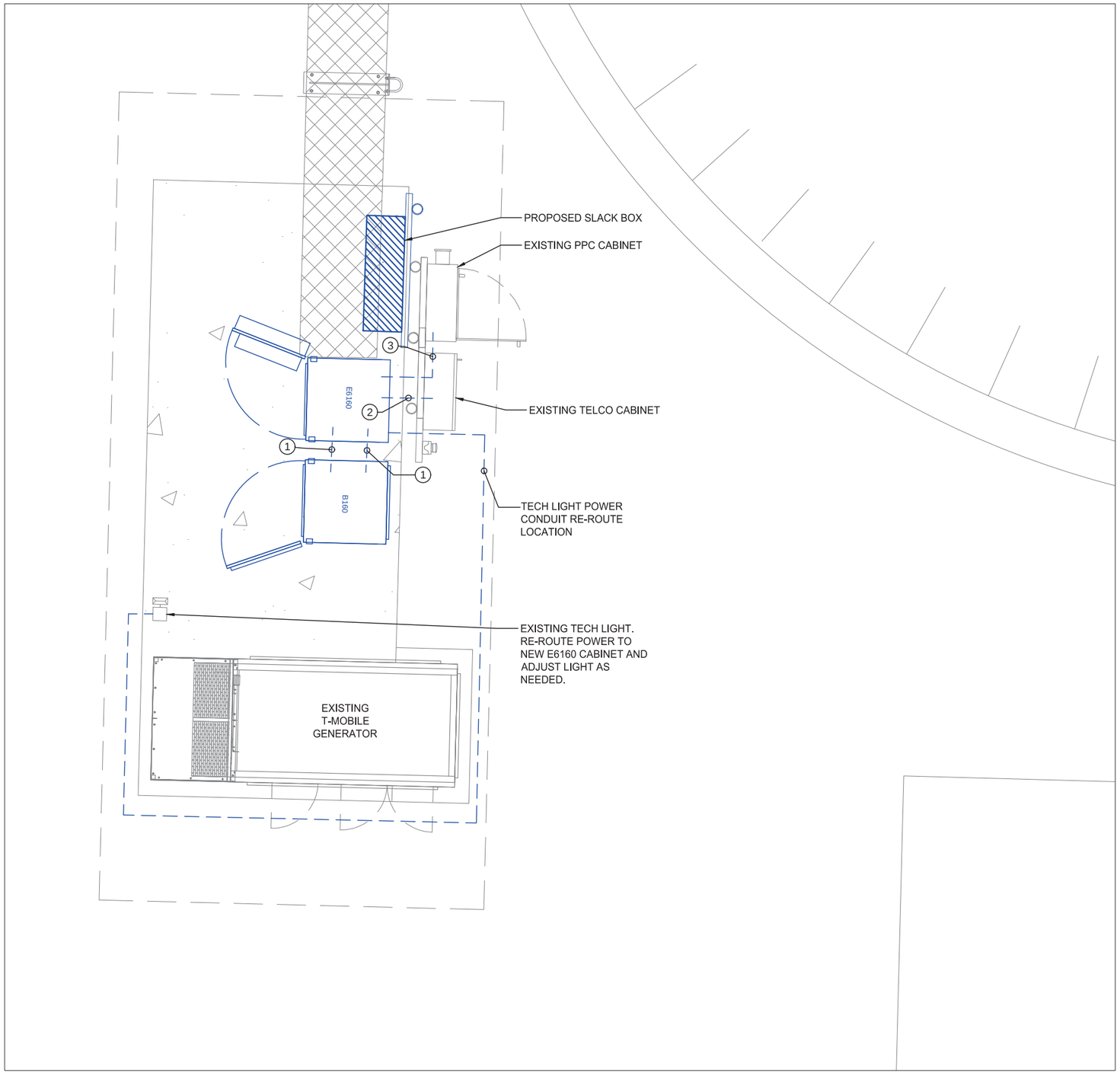
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KCI JOB NUMBER: 00040736_010

SHEET TITLE
ELECTRICAL SPECIFICATIONS

SHEET
E-1

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POWER AND TELCO DRAWING NOTES

1. (2) 2" RIGID OR FLEX CONDUIT FROM E6160 TO B160.
2. 2" RIGID OR FLEX CONDUIT FROM FIBER PANEL TO E6160
3. 2" RIGID OR FLEX CONDUIT FROM POWER PANEL TO E6160
4. COORDINATE ALL REQUIREMENTS WITH LOCAL UTILITIES, PRIOR TO INITIATION OF CONSTRUCTION ACTIVITIES. PROVIDE CAREFUL EXCAVATIONS TO AVOID HITTING OR DAMAGING THE EXISTING UNDERGROUND WORK.

POWER & TELCO PLAN

NOT TO SCALE

N

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SHEET TITLE
POWER & TELCO PLAN

SHEET
E-2

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PANEL DESIGNATION: T-MOBILE

TYPE: LIGHTING AND APPLIANCE
MOUNTING: SURFACE
ENCLOSURE: NEMA 3R

SYSTEM: 120/240V, 1Ø, 3W, 20 CKT
MAIN BREAKER: 200A
MAIN BUS RATING: 200A
MIN, AIC RATING: 22K

LOCATION: T-MOBILE LEASE AREA
PANEL NOTES: EXISTING

CONNECTED LOAD (kVA)		BRIEF DESCRIPTION	FEEDER OR BRANCH CIRCUIT					POLE NO.	CIRC. NOTES	CIRC. NOTES	POLE NO.	CIRCUIT			BREAKER		BRIEF DESCRIPTION	CONNECTED LOAD (kVA)	
			BREAKER		CIRCUIT							COND.	GND	WIRE	POLES	AMPS			
A	B		AMPS	POLES	WIRE	GND	COND.											A	B
0.00		SURGE	60	2				1	3	3	2		#8	(3) #1	2	100	GENERATOR PLUG	0.00	
	0.00							3			4								0.00
7.50		ENCLOSURE 6160	200	2	(3) #3/0	#6	2"	5	3		6							0.00	
	7.50							7			8								0.00
2.4		TECH LIGHT	20	1	(2) #12	#12	3/4"	9	3		10							0.00	
	2.4	GFCI OUTLET	20	1	(2) #12	#12	3/4"	11	3		12								0.00
0.00								13			14							0.00	
	0.00							15			16								0.00
0.00								17			18							0.00	
	0.00							19			20								0.00
9.9	9.9								A	B	TOTAL							0.00	0.00
									9.9	9.9	19.8	CONNECTED LOAD (kVA)							
									9.9	9.9	19.8	DEMAND LOAD (kVA)							

DERATING FACTOR (80%)
DEMAND LOAD SIZING: 83 AMPS

CIRCUIT NOTES

1. PANEL SCHEDULE BASED ON INFO PROVIDED TO A&E. IF PANEL HAS DIFFERENT EXISTING LOADS THAN SHOWN, STOP WORK AND CONTACT EOR.
2. EXISTING CIRCUIT, KNOWN LOAD FOR LOAD CAPACITY ASSESSMENT.
3. PROPOSED CIRCUIT, KNOWN LOAD FOR LOAD CAPACITY ASSESSMENT.

PANEL SCHEDULE

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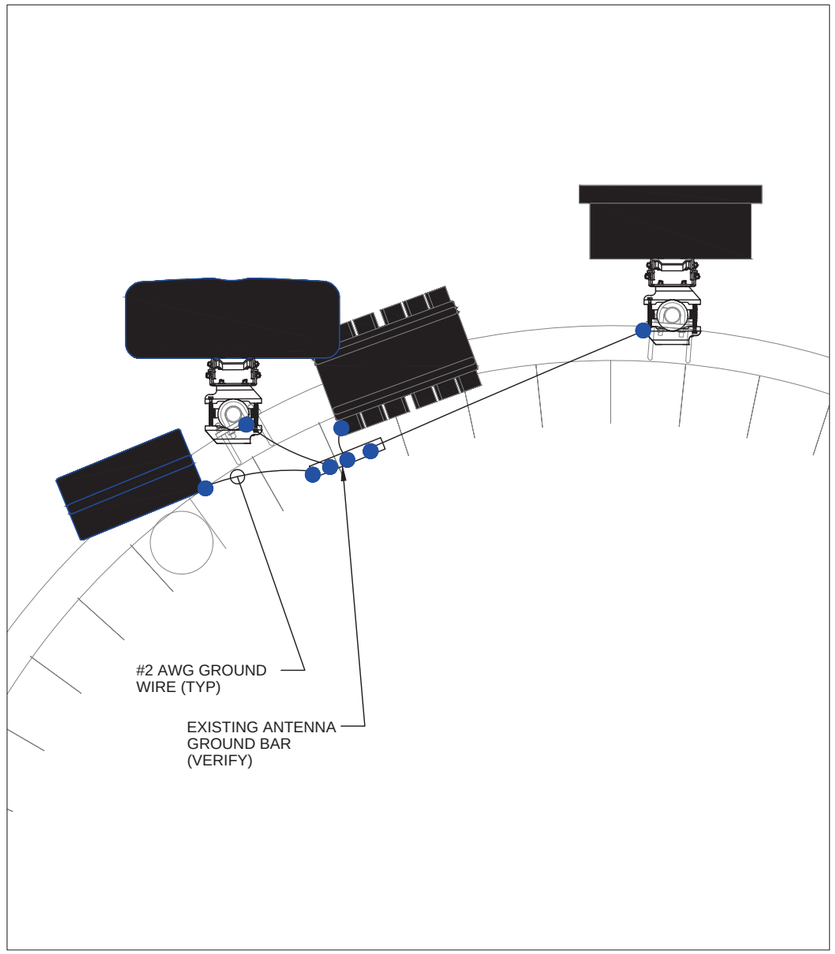
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SHEET TITLE
PANEL SCHEDULE

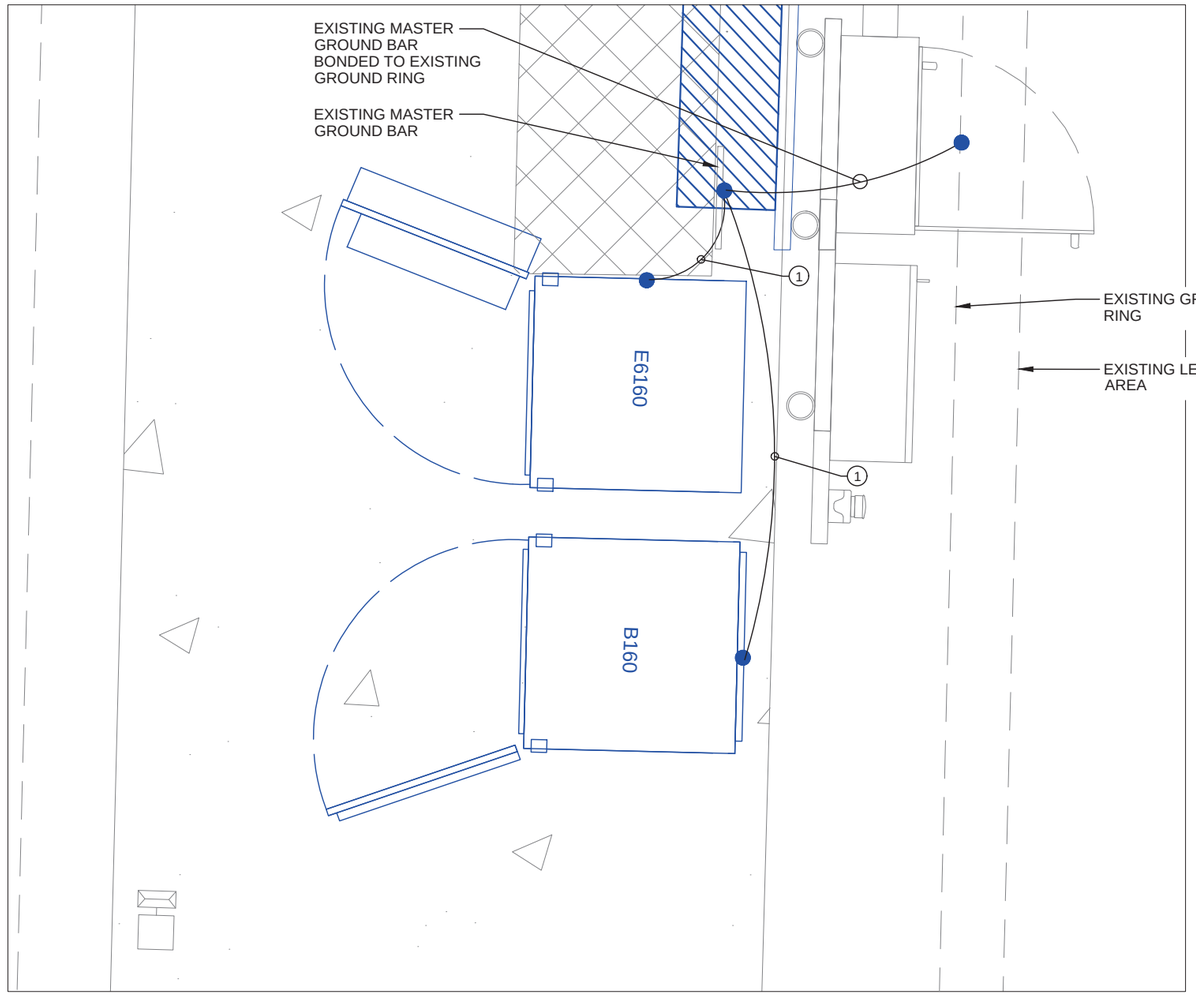
SHEET
E-2A

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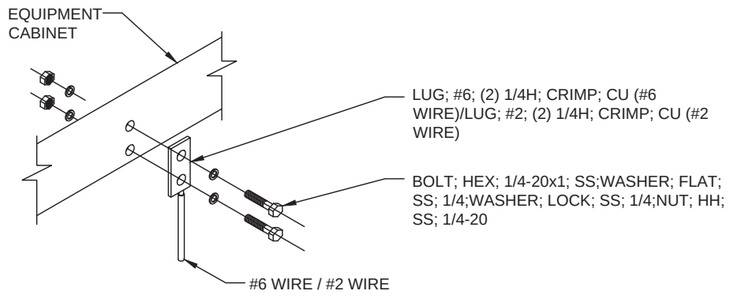
ANTENNA GROUNDING PLAN (TYP)

NOT TO SCALE



GROUNDING PLAN

NOT TO SCALE



EQUIPMENT CABINET BOND

NOT TO SCALE

GROUNDING KEY NOTES:

1. #2 AWG BARE, SOLID, TINNED COPPER CONDUCTOR FROM EQUIPMENT CABINET TO EXISTING GROUND BAR

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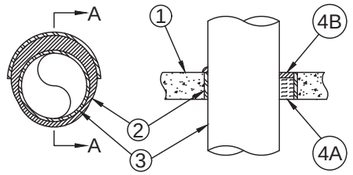
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SHEET TITLE
GROUNDING PLAN

SHEET
E-3

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SECTION A-A

System No. F-A-1028
F Rating - 2 Hr
T Rating - 0 Hr

1. FLOOR ASSEMBLY -- MIN 2-1/2 IN. THICK REINFORCED LIGHTWEIGHT OR NORMAL WEIGHT (100-150 PCF) CONCRETE. MAX DIAMETER OF OPENING IS 31-7/8 IN.

1A. FLOOR ASSEMBLY -- (OPTIONAL)-(NOT SHOWN)-THE FIRE RATED UNPROTECTED CONCRETE AND STEEL FLOOR ASSEMBLY SHALL BE CONSTRUCTED OF THE MATERIALS AND IN THE MANNER SPECIFIED IN THE INDIVIDUAL D900 SERIES DESIGNS IN THE UL FIRE RESISTANCE DIRECTORY AND AS SUMMARIZED BELOW.
   A. CONCRETE -- MIN 2-1/2 IN THICK REINFORCED LIGHTWEIGHT OR NORMAL WEIGHT (100-150 PCF) CONCRETE.
   B. STEEL FLOOR AND FORM UNITS* -- COMPOSITE OR NON-COMPOSITE MAX 3 IN. DEEP GALV STEEL FLUTED UNITS AS SPECIFIED IN THE INDIVIDUAL FLOOR-CEILING DESIGN. MAX DIAM OF OPENING IS 31-7/8 IN.

2. STEEL SLEEVE -- (OPTIONAL)- NOM 32 IN. DIAM (OR SMALLER) SCHEDULE 40 STEEL PIPE CAST OR GROUTED INTO FLOOR ASSEMBLY, FLUSH WITH FLOOR SURFACES.

2A. SHEET METAL SLEEVE -- (OPTIONAL) - MAX 6 IN. DIAM, MIN 26 GA GALV STEEL PROVIDED WITH A 26 GA GALV STEEL SQUARE FLANGE SPOT WELDED TO THE SLEEVE AT APPROX MID-HEIGHT AND SIZED TO BE A MIN OF 2 IN. LARGER THAN THE SLEEVE DIAM. THE SLEEVE IS TO BE CAST IN PLACE AND MAY EXTEND A MAX OF 4 IN. BELOW THE BOTTOM OF THE DECK AND A MAX OF 1 IN. ABOVE THE TOP SURFACE OF THE CONCRETE FLOOR.

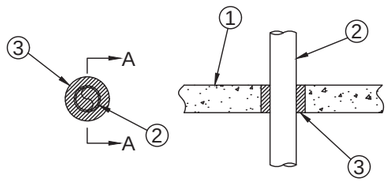
2B. SHEET METAL SLEEVE -- (OPTIONAL) - MAX 12 IN. DIAM, MIN 24 GA GALV STEEL PROVIDED WITH A 24 GA GALV STEEL SQUARE FLANGE SPOT WELDED TO THE SLEEVE AT APPROX MID-HEIGHT AND SIZED TO BE A MIN OF 2 IN. LARGER THAN THE SLEEVE DIAM. THE SLEEVE IS TO BE CAST IN PLACE MAY EXTEND A MAX OF 4 IN. BELOW THE BOTTOM OF THE DECK AND A MAX OF 1 IN. ABOVE THE TOP SURFACE OF THE CONCRETE FLOOR.

3. THROUGH PENETRANTS -- ONE METALLIC PIPE, CONDUIT OR TUBING TO BE INSTALLED CONCENTRICALLY WITHIN THE FIRESTOP DEVICE. PIPE, CONDUIT OR TUBING TO BE RIGIDLY SUPPORTED ON BOTH SIDES OF FLOOR ASSEMBLY. THE ANNULAR SPACE BETWEEN PIPE CONDUIT OR TUBING AND THE PERIPHERY OF THE OPENING SHALL BE MIN 0 IN. (POINT CONTACT) TO MAX 1-7/8 IN. THE FOLLOWING TYPES OF PIPE, CONDUIT OR TUBING MAY BE USED.
   STEEL PIPE -- NOM 30 IN. DIAM (OR SMALLER) SCHEDULE 10 (OR HEAVIER) STEEL PIPE.
   IRON PIPE -- NOM 30 IN. DIAM (OR SMALLER) CAST OR DUCTILE IRON PIPE.
   CONDUIT -- NOM 6 IN. DIAM (OR SMALLER) RIGID STEEL CONDUIT.
   CONDUIT -- NOM 4 IN. DIAM (OR SMALLER) STEEL ELECTRICAL METALLIC CONDUIT.
   COPPER TUBING -- NOM 6 IN. DIAM (OR SMALLER) TYPE L (OR HEAVIER) COPPER TUBING.
   COPPER PIPE -- NOM 6 IN. DIAM (OR SMALLER) REGULAR (OR HEAVIER) COPPER PIPE.

4. FIRESTOP SYSTEM -- THE FIRESTOP SYSTEM SHALL CONSIST OF THE FOLLOWING:
   A. PACKING MATERIAL -- MIN 2 IN THICKNESS OF MIN 4 PCF MINERAL WOOL BATT INSULATION TIGHTLY PACKED INTO THE OPENING AS A PERMANENT FORM. PACKING MATERIAL TO BE RECESSED FROM TOP SURFACE OF FLOOR AS REQUIRED TO ACCOMMODATE THE REQUIRED THICKNESS OF FILL MATERIAL.
   B. FILL, VOID OR CAVITY MATERIALS* - SEALANT -- MIN 1/2 IN. THICKNESS OF FILL MATERIAL APPLIED WITHIN THE ANNULUS, FLUSH WITH TOP SURFACE OF FLOOR. AT POINT CONTACT, A MIN 1/2 IN. DIAM BEAD OF FILL MATERIAL SHALL BE APPLIED AT THE CONCRETE/SLEEVE/PIPE INTERFACE ON TOP SURFACE OF FLOOR. HILTI CONSTRUCTION CHEMICALS, DIV OF HILTI INC -- FS-ONE SEALANT

*BEARING THE UL CLASSIFICATION MARK

CONCRETE FLOOR ASSEMBLY



System No. F-A-2058
F Rating - 2 Hr
T Rating - 0 Hr

SECTION A-A

1. FLOOR ASSEMBLY — MIN 2-1/2 IN. THICK REINFORCED LIGHTWEIGHT OR NORMAL WEIGHT (100-150 PCF) CONCRETE. MAX DIAM OF OPENING IS 4 IN.

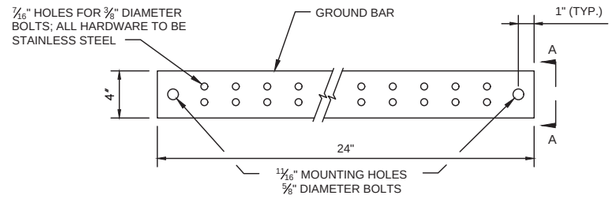
1A. FLOOR ASSEMBLY — (OPTIONAL — NOT SHOWN) — THE FIRE-RATED UNPROTECTED CONCRETE AND STEEL FLOOR ASSEMBLY SHALL BE CONSTRUCTED OF THE MATERIALS AND IN THE MANNER SPECIFIED IN THE INDIVIDUAL D900 SERIES DESIGNS IN THE UL FIRE RESISTANCE DIRECTORY AND AS SUMMARIZED BELOW:
   A. CONCRETE — MIN 2-1/2 IN. THICK REINFORCED LIGHTWEIGHT OR NORMAL WEIGHT (100-150 PCF) CONCRETE.
   B. STEEL FLOOR AND FORM UNITS* — COMPOSITE OR NON-COMPOSITE MAX 3 IN. DEEP GALV STEEL FLUTED UNITS AS SPECIFIED IN THE INDIVIDUAL FLOOR-CEILING DESIGN. MAX DIAM OF OPENING IS 4 IN.

2. THROUGH PENETRANTS — ONE NONMETALLIC PIPE TO BE INSTALLED CONCENTRICALLY OR ECCENTRICALLY WITHIN THE FIRESTOP SYSTEM. ANNULAR SPACE BETWEEN PIPE OR CONDUIT AND EDGE OF OPENING TO BE MIN 3/8 IN. AND MAX 1 IN. PIPE TO BE RIGIDLY SUPPORTED ON BOTH SIDES OF FLOOR-CEILING ASSEMBLY. THE FOLLOWING TYPES AND SIZES OF NONMETALLIC PIPES OR CONDUITS MAY BE USED:
   A. POLYVINYL CHLORIDE (PVC) PIPE — NOM 2 IN. DIAM (OR SMALLER) SCHEDULE 40 SOLID OR CELLULAR CORE PVC PIPE FOR USE IN CLOSED (PROCESS OR SUPPLY) OR VENTED (DRAIN, WASTE OR VENT) PIPING SYSTEMS.
   B. CHLORINATED POLYVINYL CHLORIDE (CPVC) PIPE — NOM 2 IN. DIAM (OR SMALLER) SDR17 CPVC PIPE FOR USE IN CLOSED (PROCESS OR SUPPLY) OR VENTED (DRAIN, WASTE OR VENT) PIPING SYSTEMS.

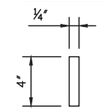
3. FILL, VOID OR CAVITY MATERIALS*-SEALANT — MIN 2-1/2 IN. THICKNESS OF SEALANT APPLIED WITHIN ANNULAR SPACE, FLUSH WITH TOP SURFACE OF FLOOR.
   HILTI CONSTRUCTION CHEMICALS, DIV OF HILTI INC — FS-ONE SEALANT

*BEARING THE UL CLASSIFICATION MARK

CONCRETE FLOOR ASSEMBLY- NON-METALLIC PIPE



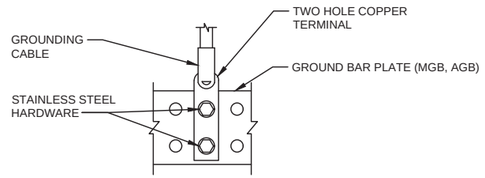
ELEVATION



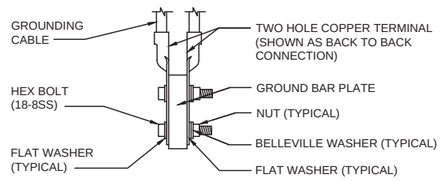
SECTION 'A-A'

NOTE: CONTRACTOR SHALL FIELD DRILL HOLES AS REQUIRED TO MATCH LUG DIMENSIONS AND NUMBER OF CONNECTIONS. FIELD COORDINATE WITH CONSTRUCTION MANAGER.

ANTENNA MOUNT AND MAIN GROUND BAR



ELEVATION



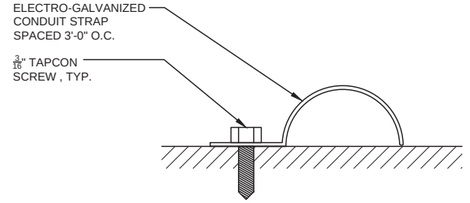
SECTION 'A-A'

NOTES:

'DOUBLING UP' OR 'STACKING' OF CONNECTIONS IS NOT PERMITTED. OXIDE - INHIBITING JOINT COMPOUND TO BE USED ON ALL CONNECTIONS. BACK TO BACK CONNECTIONS SHALL BE USED ONLY WHEN NUMBER OF CONNECTIONS TO FRONT OF BAR EXCEEDS NUMBER OF AVAILABLE SPACES.

FOR LUG TO STEEL - INSERT LOCK WASHER BETWEEN LUG & STEEL.

TYPICAL GROUND BAR PLATE CONNECTIONS



CONDUIT STRAP DETAIL

REVISIONS			
NO.	DATE		BY:
A	10/03/24	90% SUBMITTAL	AV
B	08/27/25	REVISED PLANS WITH NEW RFDS	AV
0	10/01/25	100% SUBMITTAL	LA
1	10/02/25	ADDED NOTES AS REQUESTED	LA

DRAWN BY: AV
CHECKED BY: LV
APPROVED BY: JF

ENGINEERS
PLANNERS
SCIENTISTS
CONSTRUCTION MANAGERS
150 KELSEY LANE
TAMPA, FLORIDA 33619
(813) 621-0080 WWW.KCI.COM
KCI TECHNOLOGIES FLORIDA LICENSE NO: EB0004088

T··Mobile·

5901 BENJAMIN CENTER DRIVE
SUITE 150 & 160
TAMPA, FL 33634

A2F0417B

1915 8TH AVE EAST
BRADENTON, FLORIDA 34208

ENGINEER:
JAMES T. FENNELL, PE
FL LICENSE NO. 63808

THIS DOCUMENT HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY JAMES T. FENNELL PE (#63808) ON THE DATE SHOWN ON THE T-1 SHEET USING A DIGITAL SIGNATURE IN ACCORDANCE WITH F.A.C. 61G15-23.004, WITH A DIGITAL CERTIFICATE ISSUED BY IDENTRUST, INC. PLEASE REFERENCE THE COVER SHEET TO VIEW THE SIGNATURE AND VERIFY ITS PROPERTIES. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SHA-1 AUTHENTICATION CODE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

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SCALE: AS NOTED
DATE: 09/30/24
KCI JOB NUMBER: 00040736_010

SHEET TITLE
ELECTRICAL DETAILS

SHEET
E-4

AGENDA ITEM NO. 6.f

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: April 8, 2026

SUBMITTED BY: Tamara Melton, Clerk

ITEM TYPE: Minutes

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Minutes from the March 11, 2026, City Council Meeting

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Minutes from the March 11, 2026, City Council meeting.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the minutes from the March 11, 2026, City Council meeting.

ATTACHMENTS:
03-11-2026 City Council Meeting Minutes

CITY OF BRADENTON

CITY COUNCIL MEETING MINUTES
March 11, 2026
8:30 A.M.

The City of Bradenton City Council met in the City Hall Council Chamber, 101 Old Main Street, Bradenton, Florida, at 8:30 a.m. on Wednesday, March 11, 2026.

Present: Mayor Gene Brown; Vice Mayor Ward I Jayne Kocher; Councilwoman Ward II Marianne Barnebey; Councilman Ward III Kemp Schuessler; Councilwoman Ward IV Lisa Gonzalez Moore; and Councilwoman Ward V Pam Coachman.

City Officials: Rob Perry, City Administrator; Lance Williams, Chief Operating Officer; Josh Cramer, Police Chief; Tim Geer, Fire Chief; Robin Singer, Planning and Community Development Director; Irvin Lee, Public Works and Utilities Director; Karen Lanke, IT Director; Tamara Melton, City Clerk; and Scott Rudacille, City Attorney.

The pre-meeting invocation was led by Pastor Don Sturiano with Kingdom Life Christian Church.

(The City does not endorse the religious beliefs of any speaker.)

The meeting was called to order by Mayor Gene Brown at 8:31 a.m.

PROCLAMATIONS

a) Legislative: Irish American Heritage Month

Councilwoman Barnebey read the proclamation and presented it to Norman McEvoy from the Ancient Order of Hibernians organization.

PRESENTATIONS

John Agnelli, Director of Advocacy and Strategic Initiatives with the Boys and Girls Club of Manatee County, introduced one of the local Youth of the Year 2026-2027 award winners, Shalynn Johnson. Ms. Johnson recited her speech and announced that she was scheduled to compete in the regional competition for Youth of the Year in April.

CITIZEN COMMENTS

Kimla Murrell, 521 12th Avenue West, apologized for her previous comments at the January 28, 2026, City Council meeting regarding issues scheduling an event.

Floyd Rome, 1413 16th Street East, spoke about code enforcement issues in his neighborhood. He added that he would like to find a way to connect local government with the community and youth.

Thelisa Rome, 1413 16th Street East, stated code enforcement towed her mother's cars, and she received violations for her yard. She inquired about assistive programs and requested that information be given to residents.

Lance Williams, Chief Operating Officer, spoke about the available programs and the process of code enforcement violations.

Mayor Brown stated that code violations were given across the entire City and enforcement was not focused on a specific neighborhood.

Scott Rudacille, City Attorney, commented that the Code Enforcement Special Magistrate was able to reduce code violation fines when requested and then spoke about the processes.

Councilwoman Coachman said she would like code enforcement officers to give residents more time to correct violations and recommended further community engagement before violations were issued.

Rob Perry, City Administrator, requested that Planning and Community Development staff develop a tactical plan to work out the logistics of code enforcement.

The meeting was recessed at 9:29 a.m. and reconvened at 9:37 a.m.

CONSENT AGENDA

a) City Administration: Courtyard by Marriott - Transactional Documents for Assignment and Assumption of Ground Lease Assignment and Assumption of Ground Lease
b) City Administration: Resolution 26-24 - Revised Disposition of Surplus City Owned Real Property Policy
c) Clerk: Minutes from the February 11, 2026, City Council Meeting
d) Clerk: Minutes from the February 25, 2026, City Council Meeting
e) Event Review Committee: Pina Colada Fest
f) Planning & Community Development: Resolution 26-29 - Setting the Public Hearing Time for Ordinance 4069
g) Police: Forfeiture Funds Expenditure Request - Community Partnership Programs
h) Police: Forfeiture Funds Expense Request - Night Sights
i) Public Works & Utilities: Amendment No. 2 to Agreement No. 24PLN41 with Florida Department of Environmental Protection (FDEP) for the City of Bradenton Adaption Plan Amendment
j) Public Works & Utilities: Amendment No. 3 to Agreement No 23PLN118 with Florida Department of Environmental Protection (FDEP) for the City of Bradenton Vulnerability Assessment
k) Public Works & Utilities: Change Order 1 for Water Main Improvements FY 2025 South of Manatee High School
l) Public Works & Utilities: Work Assignment for Ironwood Water Main Improvements Construction Inspection Services
m) Public Works & Utilities: Work Assignment for Southwest Ward 5 Drainage Improvements

n) Purchasing: Second Contract Amendment to PB-22-028NT with Interacid North America Inc.
o) Purchasing: Term Contract for Golf Course Chemicals and Fertilizers with Rentokil North America, Inc.
p) Purchasing: Term Contract for Landscape Maintenance and Mowing Services - East Zone with Wilhelm Brothers, Inc.
q) Purchasing: Term Contract for Landscape Maintenance and Mowing Services - West Zone with Wilhelm Brothers, Inc.

MOTION TO APPROVE THE CONSENT AGENDA was made by Councilwoman Barnebey and seconded by Councilwoman Coachman. The motion passed 5-0.

BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

a) Planning & Community Development: ORDINANCE 4066 - SECOND READING AND PUBLIC HEARING

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, PROVIDING FOR TEXT AMENDMENTS TO THE COMPREHENSIVE PLAN RELATED TO COASTAL DEVELOPMENT; AMENDING THE FUTURE LAND USE ELEMENT, POLICY 1.2.1 AND OMITTING POLICY 1.2.2 ADDRESSING LAND USE AND DENSITY IN THE COASTAL HIGH HAZARD AREA; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Robin Singer, Planning and Community Development Director, provided information about Ordinance 4066, and said the state did not suggest any changes following the transmittal.

Councilwoman Gonzalez Moore pointed out that any future developments had to seek approval from City Council so they could address density and evacuation plans.

The public hearing was opened, and those who wished to speak were invited to the podium. No one came forward and the public hearing was closed.

MOTION TO APPROVE ORDINANCE 4066 was made by Councilwoman Gonzalez Moore and seconded by Councilman Schuessler. The motion passed 5-0.

b) Planning & Community Development: ORDINANCE NO. 4069 - FIRST READING AND PUBLIC HEARING

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING THE CITY OF BRADENTON LAND USE REGULATIONS AND FORM BASED CODE TO ESTABLISH A PROCESS FOR THE REVIEW AND APPROVAL OF CERTIFIED RECOVERY RESIDENCES AND FOR THE CONSIDERATION OF REQUESTS FOR REASONABLE ACCOMMODATIONS FROM LOCAL LAND USE REGULATIONS AS MANDATED BY SECTION 397.487, FLORIDA STATUTES; AMENDING CHAPTER 4 OF THE LAND USE REGULATIONS TO CREATE A NEW SECTION 4.3.15 RELATING TO CERTIFIED RECOVERY RESIDENCES; AMENDING CHAPTER 10 OF THE LAND USE REGULATIONS RELATING TO DEFINITIONS; AMENDING ARTICLE 12 OF THE FORM BASED CODE RELATING TO DEFINITIONS; AMENDING ARTICLE 4, TABLE 4.7 OF THE FORM BASED CODE RELATING TO SPECIFIC FUNCTIONS AND USES WITHIN

TRANSECT ZONES; AMENDING CHAPTER 4, SECTION 4.3.6 OF THE LAND USE REGULATIONS RELATING TO GROUP CARE HOMES AND GROUP CARE FACILITIES; AMENDING CHAPTER 3, SECTION 3.2 OF THE LAND USE REGULATIONS RELATING TO STANDARD LAND USE ATLAS DISTRICT REGULATIONS; AMENDING CHAPTER 3, TABLE 3.2.1.1 OF THE LAND USE REGULATIONS RELATING TO RESIDENTIAL DISTRICTS/PERMITTED USES AND SPECIAL USES; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

Ms. Singer explained Ordinance 4066 would update the City's Code of Ordinances revising permitting conditional usages related to recovery residences. She said the revisions were in response to state statutes that cities must address recovery residences and provide reasonable accommodations.

Mr. Rudacille stated that the City's definition of certified recovery residences was directly from the state statute. He said each facility should have a certificate of compliance from the state and a certified administrator. He explained that the state statute requested that the City have a process to approve certified recovery residences and establish a process for requests for reasonable accommodations.

Mayor Brown asked how parking would be addressed. Ms. Singer explained parking would be addressed in the same fashion as residential units. Mr. Rudacille clarified that the definition of a group care home was six people or less. If there were more than six people, he continued, the request would be classified as a group care facility and that would require special use permit approval.

Vice Mayor Kocher asked if a stipulation could be added that the owners of the recovery homes be required to an annual compliance inspection. Mr. Rudacille said he would investigate that because the recovery homes were state regulated.

Tim Geer, Fire Chief, stated some of the operations were regulated under the Florida Department of Health. He added that when the fire department receives a notice of a facility request, that promotes a change of use and then allows the fire department to hold annual inspections.

The public hearing was opened, and those who wished to speak were invited to the podium. No one came forward and the public hearing was closed.

The second reading and public hearing were scheduled for March 25, 2026.

NEW BUSINESS BY DEPARTMENT HEADS, CITY ATTORNEY AND COUNCIL

a) City Administration: Emergency Procurement Report

Mr. Perry explained that an emergency Public Works expenditure on February 25, 2026, was for a sewer repair that was performed by Woodruff and Sons on 1st Avenue West and 15th Street West.

b) City Administration: Temporary Easement Agreements for T-Mobile South and Verizon Wireless.

Mr. Perry requested Council approval of temporary access agreements with T-Mobile South and Verizon Wireless. He explained that the elevated water tank on 59th Street West was scheduled for repairs, and the cellular carriers were required to remove their equipment temporarily. In order for the companies to access the equipment, he continued, the City must grant temporary access.

Mr. Rudacille stated that the agreements were prepared by his office.

MOTION TO APPROVE THE TEMPORARY ACCESS AGREEMENTS WITH T-MOBILE SOUTH, LLC AND CELLCO PARTNERSHIP, D/B/A VERIZON WIRELESS AND AUTHORIZE THE MAYOR TO EXECUTE THE SAME was made by Councilwoman Barnebey and seconded by Vice Mayor Kocher. The motion passed 5-0.

UNFINISHED BUSINESS

Tiffany Shadik, Public Information Manager, presented a Quarterly Capital Projects update. The report provided a snapshot of the City's current infrastructure projects and details.

COUNCIL REPORTS

Councilwoman Coachman said she enjoyed the Back to Angola Festival because the event provided so much culture and history. She thanked all of City staff that helped with the City's progress.

Vice Mayor Kocher reminded everyone of all the events in Bradenton and that the Pittsburgh Pirates still had spring training games to attend. She finished her comments with an Irish blessing in honor of St. Patrick's Day.

Councilwoman Barnebey thanked everyone who helped plant the seedlings in the butterfly garden at Lewis Park. She said the official grand opening was scheduled for the summer. She announced several events including the Service Club of Manatee's Boots and Bling Gala on March 14, 2026, and the Manatee River Garden Club Flower Show on March 13 and 14, 2026. She finished her comments with an Irish joke and wished everyone a Happy St. Patrick's Day.

Councilman Schuessler expressed his happiness with the City's progress with projects associated to the "Face It, Fix It" campaign. He acknowledged the City's benefit to the four million dollars in Federal Community Project funding secured by Congressman Vern Buchanan. He attended the Back to Angola Festival and commented on the beauty of Mineral Springs Park. He announced that he attended the Village of the Arts Wonderwall event that turned the neighborhood into a living canvas for the weekend. He shared his appreciation for all those that make the City's progress possible.

Councilwoman Gonzalez Moore appreciated everyone's support for the Back to Angola Festival. She and Mayor Brown attended community meetings at Braden Castle and River Isles and noted that the Ward 4 community meeting was scheduled for March 11, 2026, at 6:00 p.m. She informed Ms. Singer that she received praise for Planning staff.

Mayor Brown thanked Bradenton Police Department and all those involved with locating a missing person. He reminded everyone that the BAM!fest was scheduled for March 28, 2026, and said he enjoyed the well-attended Back to Angola Festival. He announced that the PACE Center for Girls Lucky Ducky Race for PACE was scheduled for April 11, 2026, and shared his excitement for the City Council Workshop at 1:00 p.m. where representatives from Dover, Kohl & Partners would present an Economic Development Action Plan. He expressed his sympathy to the Carlock family for the recent passing of John Carlock. Mayor Brown concluded by wishing his wife, Gina Brown, a happy birthday.

The meeting was adjourned by Mayor Gene Brown at 10:55 a.m.

NOTE: This is not a verbatim record. An audio recording of the meeting is available upon request.

AGENDA ITEM NO. 6.g

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: April 8, 2026

SUBMITTED BY: Tamara Melton, Clerk

ITEM TYPE: Minutes

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Minutes from the March 11, 2026, City Council Workshop

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Minutes from the March 11, 2026, City Council workshop.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the minutes from the March 11, 2026, City Council workshop.

ATTACHMENTS:
03-11-2026 City Council Workshop MInutes

CITY OF BRADENTON

CITY COUNCIL WORKSHOP MINUTES
March 11, 2026
1:00 P.M.

The City of Bradenton City Council met in the City Hall Council Chamber, 101 Old Main Street, Bradenton, Florida, at 1:00 P.M. on Wednesday, March 11. 2026.

Present: Mayor Gene Brown; Vice Mayor Ward I Jayne Kocher; Councilwoman Ward II Marianne Barnebey; Councilman Ward III Kemp Schuessler; Councilwoman Ward IV Lisa Gonzalez Moore; Councilwoman Ward V Pam Coachman.

City Officials: Rob Perry, City Administrator; Lance Williams, Chief Operating Officer; Robin Singer, Planning and Community Development Director; Irvin Lee, Public Works and Utilities Director; Tamara Melton, City Clerk; and Scott Rudacille, City Attorney.

The workshop was called to order by Mayor Gene Brown at 1:00 p.m.

CITIZEN COMMENTS

Chad Cohen, 418 1st Avenue East, spoke about flooding on Riverside Drive East. He complimented Mineral Springs Park and suggested placing signage to promote the park.

PRESENTATION

- Dover, Kohl & Partners – Economic Development Action Plan

Victor Dover and Josh Frank, Dover, Kohl & Partners, presented highlights from their study, Creating Value – Action Plan for Growth & Prosperity May 2025 - March 11, 2026.

- Overview – Status, Draft Plan, Next steps
- Process & Timeline – Start May 2025 to March 25, 2026
- Revisions Process
- Draft Plan: What's inside? - Table of Contents
- Teamwork – Senior City Staff, Bradenton Area EDC, City Council, Dover, Kohl & Partners, Partners for Economic Solutions
- Goals & Desired Outcomes – Increase livability, inspire investment and pride in Bradenton, improve ease of transactions for business
- Background & Context – Previous Plans & Studies, City Improvements
- Planning Process – Visit, Engagement, Workshop, Presentation
- Economic & Demographic Overview – Employment, Income, Population, Projections Development Trends
- Strategies – Physical improvements, Activation, Recommendations

- Special Area Plans – Downtown, Ninth Street Corridor & City Park, Wellness District & Old Manatee
- Additional Areas – Martin Luther King Jr Avenue Corridor, Village of the Arts & Tamiami Trail Corridor
- Implementation – Short Term to Long Term, Detailed Instructions, Action Steps, Potential Partners, Potential financial tools

Councilwoman Kocher requested a hard copy of the study and asked if Mr. Dover had a timeline for the process. Mr. Dover responded that there were short-term and long-term plans. He said the longest would be 50 years, but most projects should be started within five years. Mr. Dover suggested a yearly evaluation of the progress made and adjust, as needed.

Councilman Schuessler wanted to make sure the feedback received for the study was current and that all studies and projects were working cohesively together. Mr. Frank and Mr. Dover welcomed any feedback or observations.

Councilwoman Gonzalez Moore asked about zoning changes and recommendations for attracting small investors for some of these projects. Mr. Dover informed her that she would receive the hard copy of the study which would provide more detail.

Councilwoman Coachman was concerned with affordability. Mr. Dover said he felt that reducing transportation costs and having an inclusive land use plan would help with affordability.

Councilwoman Barnebey remembered when downtown Bradenton was more vital and active. She stated development and improvement projects are necessary for survival. She felt that the plans should be deliberate and include interconnectivity.

Mayor Brown said change was necessary for improvement. He wanted a plan that would include help for small businesses. He suggested that the Council review the hard copy of the study, and they would revisit the discussion with Mr. Dover at a later meeting.

Mr. Dover informed the council members that they would receive the presentation link and a hard copy of the study by the following day.

The meeting was adjourned by Mayor Gene Brown at 2:33 p.m.

NOTE: This is not a verbatim record. An audio recording of the meeting is available upon request.

AGENDA ITEM NO. 6.h

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: April 8, 2026

SUBMITTED BY: Tamara Melton, Clerk

ITEM TYPE: Minutes

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Minutes from the March 25, 2026, City Council Meeting

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Minutes from the March 25, 2026, City Council meeting.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the minutes from the March 25, 2026, City Council meeting.

ATTACHMENTS:
03-25-2026 City Council Meeting Minutes

CITY OF BRADENTON

CITY COUNCIL MEETING MINUTES
March 25, 2026
8:30 a.m.

The City of Bradenton City Council met in the City Hall Council Chamber, 101 Old Main Street, Bradenton, Florida, at 8:30 a.m. on Wednesday, March 25, 2026.

Present: Mayor Gene Brown; Vice Mayor Ward I Jayne Kocher; Councilwoman Ward II Marianne Barnebey; Councilman Ward III Kemp Schuessler; Councilwoman Ward IV Lisa Gonzalez Moore; and Councilwoman Ward V Pam Coachman.

City Officials: Rob Perry, City Administrator; Lance Williams, Chief Operating Officer; Josh Cramer, Police Chief; Chris Melser, Fire Marshal; Robin Singer, Planning and Community Development Director; Irvin Lee, Public Works and Utilities Director; Nilsa Taylor, Director of Administrative Services; Karen Lanke, IT Director; Tamara Melton, City Clerk; and Scott Rudacille, City Attorney.

The pre-meeting invocation was led by Father Mike Brady with Christ Episcopal Church.

(The City does not endorse the religious beliefs of any speaker.)

The meeting was called to order by Mayor Gene Brown at 8:30 a.m.

PROCLAMATIONS:

a) Legislative: Autism Awareness Month

Margie and Martin Hedelund with their sons, Dalton and Martin, accepted the proclamation on behalf of the Responding to Autism organization and the Autism Society of Florida. Ms. Hedelund shared her appreciation for the inclusion the City of Bradenton showed when they visited.

b) Legislative: Sexual Assault Awareness Day

Manatee County's Sexual Assault Response Team (SART) and Centerstone's victim advocates team accepted the proclamation. The representatives expressed their appreciation and said on April 8, 2026, the No Voice Unheard event at the Bradenton Dream Center would showcase artwork created by victims over the past 25 years.

PRESENTATIONS: None.

CITIZEN COMMENTS:

Cecelia Hernandez, 3618 1st Avenue West, spoke about the Cottonmouth Southern Soul Food restaurant located at 1114 12th Street West. She summarized the improvements made to the property and requested clarification about next steps for its reopening.

Annie Russini, 1001 11th Avenue West, expressed concerns about the continued noise complaints made against the Cottonmouth Southern Soul Food restaurant and how the police officers responded to the complaints.

Robin Singer, Planning and Community Development Director, stated the main concerns in approving Cottonmouth's reopening were fire safety, capacity, ADA access, and any necessary sanitation adjustments. She suggested Ms. Hernandez go before the Development Review Committee (DRC) to discuss needed improvements with all departments involved.

There was a discussion about reviewing the City's policies regarding restaurants that offer outdoor dining.

CONSENT AGENDA:

a) City Administration: Resolution 26-13 - City of Bradenton Personally Identifiable Information ("PII") Policy
b) City Administration: Rank and File Bargaining Unit Agreement with Suncoast Professional Firefighters and Paramedics, International Association of Firefighters, Local 2546
c) City Administration: Supervisory Bargaining Unit Agreement with Suncoast Professional Firefighters and Paramedics, International Association of Firefighters, Local 2546
d) Information Technology: Authorization to Purchase a Server Cluster from DGR Systems for the Bradenton Police Department
e) Legislative: Resolution 26-31 - Architectural Review Board Reappointment
f) Public Works & Utilities: Authorization to Purchase of Seven (7) Samsara Cameras for the Solid Waste Fleet
g) Public Works & Utilities: Change Order 7 for NW Ward 5 Water Main Improvements
h) Public Works & Utilities: Metropolitan Planning Organization (MPO) Project Prioritization List
i) Public Works & Utilities: Work Assignment for Pipe Lining Services at Village Green Work Assignment for lining services at Village Green
j) Purchasing: Agreements for Continuing Construction Manager at Risk (CMAR) Services with Halfacre Construction Company, Quality Enterprises USA, Inc., TLC Diversified, Inc., Westa Construction Corp., and Woodruff and Sons, Inc.
k) Purchasing: Agreement PB-26-026MK with Odyssey Manufacturing
l) Purchasing: Amendment No. 1 to Contract 22-028TWS Construction Manager at Risk (CMAR) Continuing Services with Halfacre Construction Company
m) Purchasing: Amendment No. 1 to Contract 22-028TWS Construction Manager at Risk (CMAR) Continuing Services with H.J. High Construction Company
n) Purchasing: Amendment No. 1 to Contract 22-028TWS Construction Manager at Risk (CMAR) Continuing Services with NDC Construction

o) Purchasing: Amendment No. 1 to Contract 22-028TWS Construction Manager at Risk (CMAR) Continuing Services with Tandem Construction
p) Purchasing: Amendment No.1 to Contract 22-028TWS Construction Manager at Risk (CMAR) Continuing Services with Wharton-Smith, Inc.
q) Purchasing: Amendment No. 1 to Contract 22-028TWS Construction Manager at Risk (CMAR) Continuing Services with Willis A. Smith Construction, Inc.
r) Purchasing: Construction Contract for Kingston Estates Water Main Improvements with Cacique Utilities, LLC

Tamara Melton, City Clerk, stated that Item (a) was pulled from the Consent Agenda and would be presented at a later date.

MOTION TO APPROVE CONSENT AGENDA ITEMS B-R was made by Councilwoman Barnebey and seconded by Vice Mayor Kocher. The motion passed 5-0.

BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS:

a) Planning & Community Development: ORDINANCE 4069 - SECOND READING AND PUBLIC HEARING

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING THE CITY OF BRADENTON LAND USE REGULATIONS AND FORM BASED CODE TO ESTABLISH A PROCESS FOR THE REVIEW AND APPROVAL OF CERTIFIED RECOVERY RESIDENCES AND FOR THE CONSIDERATION OF REQUESTS FOR REASONABLE ACCOMMODATIONS FROM LOCAL LAND USE REGULATIONS AS MANDATED BY SECTION 397.487, FLORIDA STATUTES; AMENDING CHAPTER 4 OF THE LAND USE REGULATIONS TO CREATE A NEW SECTION 4.3.15 RELATING TO CERTIFIED RECOVERY RESIDENCES; AMENDING CHAPTER 10 OF THE LAND USE REGULATIONS RELATING TO DEFINITIONS; AMENDING ARTICLE 12 OF THE FORM BASED CODE RELATING TO DEFINITIONS; AMENDING ARTICLE 4, TABLE 4.7 OF THE FORM BASED CODE RELATING TO SPECIFIC FUNCTIONS AND USES WITHIN TRANSECT ZONES; AMENDING CHAPTER 4, SECTION 4.3.6 OF THE LAND USE REGULATIONS RELATING TO GROUP CARE HOMES AND GROUP CARE FACILITIES; AMENDING CHAPTER 3, SECTION 3.2 OF THE LAND USE REGULATIONS RELATING TO STANDARD LAND USE ATLAS DISTRICT REGULATIONS; AMENDING CHAPTER 3, TABLE 3.2.1.1 OF THE LAND USE REGULATIONS RELATING TO RESIDENTIAL DISTRICTS/PERMITTED USES AND SPECIAL USES; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

Ms. Singer summarized information about Ordinance 4069. She explained this ordinance would incorporate recovery residences into the City's code in accordance with state requirements.

The public hearing was opened, and those who wished to speak were invited to the podium. No one came forward and the public hearing was closed.

MOTION TO APPROVE ORDINANCE 4069 was made by Councilman Schuessler and seconded by Councilwoman Coachman. The motion passed 5-0.

NEW BUSINESS BY DEPARTMENT HEADS, CITY ATTORNEY AND COUNCIL:

a) City Administration: Contract for Purchase and Sale for 1108 2nd Street West Contract for Purchase and Sale

Rob Perry, City Administrator, explained that the vacant residential lot was deemed a surplus property suitable for affordable housing. He said that the funds from the sale would go into the Affordable Housing Fund to use for programs related to affordable housing.

Councilwoman Barnebey asked how long the property was listed for sale. Mr. Perry responded that the property was listed for sale for approximately three years.

Councilwoman Coachman stated she was happy to see the Affordable Housing Fund being used and was excited to see more affordable homes being built. She would like to see the percentage of home ownership rise.

MOTION TO APPROVE THE CONTRACT FOR PURCHASE AND SALE FOR 1108 2ND STREET WEST AND AUTHORIZE THE MAYOR TO EXECUTE ALL CLOSING DOCUMENTS was made by Councilwoman Coachman and seconded by Councilwoman Barnebey. The motion passed 5-0.

b) City Administration: Approval for City Administration to Solicit a Tax-Exempt Revolving Line of Credit for Utility Bridge Financing Purposes

Mr. Perry suggested that due to the large number of projects and varying reimbursements sources, the City should secure gap financing, or a line of credit, to ensure project timelines were met. Mr. Perry clarified this item was to grant the ability to solicit an offer of credit and noted that any further action would be brought before Council. He added that the City would consider developing a debt policy.

Vice Mayor Kocher and Councilman Schuessler agreed that the City should establish a debt policy.

MOTION TO AUTHORIZE THE CITY ADMINISTRATOR TO SOLICIT BANKING AGREEMENTS AND TERMS FOR A $10,000,000 LINE OF CREDIT RELATED TO BRIDGE FINANCING FOR UTILITY PROJECTS AND TO DEVELOP AND SUBMIT TO CITY COUNCIL A POLICY FOR AUTHORIZATION TO BORROW NEEDED FUNDS was made by Councilwoman Gonzalez Moore and seconded by Councilman Schuessler. The motion passed 5-0.

c) City Administration: RESOLUTION 26-30
A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, ADOPTING THE FIVE-YEAR WASTEWATER UTILITY FISCAL INITIATIVE PLAN IN THE

TOTAL AMOUNT OF $159,600,000 FOR FISCAL YEARS 2026-2027 THROUGH 2029-2030; PROVIDING FOR THE REPEAL OF RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

Mr. Perry stated Resolution 26-30 was to memorialize the wastewater utility Fiscal Initiative Plan (FIP) developed by Woodard and Curran. He said the FIP identified and prioritized the needs of the City's wastewater projects until 2030.

MOTION TO APPROVE RESOLUTION 26-30 was made by Councilwoman Barnebey and seconded by Vice Mayor Kocher. The motion passed 5-0.

Mr. Perry requested the approval to allow Dr. David Tomasko to proceed with City waterway studies. He explained the importance of obtaining knowledge from these studies to address current and future waterway issues.

MOTION TO ENGAGE THE SERVICES OF DR. DAVID TOMASKO was made by Councilwoman Barnebey and seconded by Vice Mayor Kocher. The motion passed 5-0.

UNFINISHED BUSINESS: None.

DEPARTMENT HEAD REPORTS:

a) Information Technology: Enterprise Asset Management (EAM) System Update

Ms. Melton stated the item was pulled from the agenda and would be presented at a later date.

COUNCIL REPORTS:

Councilwoman Barnebey hoped everyone enjoyed their spring break and reminded citizens to obey the speed limits.

Councilman Schuessler was excited to attend BAM!fest on Saturday, March 28, 2026. He was pleased with the Dover, Kohl and Partners study and looked forward to upcoming developments.

Councilwoman Gonzalez Moore shared her excitement about BAM!fest and how the event activates the Riverwalk. She stated her community meeting on March 11, 2026, was well attended and expressed her appreciation for the Lift Station 13 project. She suggested that drainage improvements be included in future studies done by the City.

Councilwoman Coachman stated she was pleased to see the Kingston Estates project begin. She planned to ask the Bradenton Housing Authority to speak at a future Council meeting. She applauded administration for negotiating successful bargaining agreements for the Fire Department staff.

Mayor Brown was excited about attending the upcoming BAM!fest. He spoke about the Dover, Kohl and Partners study and future developments. He stated demolition had started at the City Park site and once complete, the Park would provide the community with year-round activities.

DEPARTMENT HEAD REPORTS:

Nilsa Taylor, Director of Administrative Services, announced that David Jerrow, Payroll Administrator, was retiring and thanked him for his years of service to the City. Mr. Jerrow said it was a pleasure working with the City of Bradenton.

Mayor Brown congratulated Mr. Jerrow and wished him a happy retirement.

Councilwoman Barnebey announced it was Mr. Perry's birthday and presented him with a gift.

The meeting was adjourned by Mayor Gene Brown at 10:23 a.m.

AGENDA ITEM NO. 6.i

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: April 8, 2026

SUBMITTED BY: Kelly Thomas, Event Review Committee

ITEM TYPE: Special Event

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Bradenton Alive 4th of July Celebration

SUGGESTED ACTION: The Event Review Committee recommends approval with compliance of all COB Special Event standards and the following stipulations:

Rossi Park Area - 4 Extra Duty Sanitation Workers and 1 BPD Extra Duty Officer (1300-1600 Setup)

Great Lawn Area - 2 Extra Duty Sanitation Workers and 1 BPD Extra Duty Officer (1300-1600 Setup)

Old Main Street Area -- 4 Extra Duty Sanitation Workers, 2 BPD Extra Duty Officers (1300-1600 Setup) and 3 Port-o-Lets Onsite

Please note: There will be on duty coverage in addition to the "extra duty" staff that will be paid for by event sponsor.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Nightlife Productions is requesting approval of their event application for Bradenton Alive: 4th of July Celebration to be held at Riverwalk Pavilion and

parking areas, Riverwalk Great Lawn and Old Main Street. They have an expectation of 5,000 in attendance. The event will feature live music at the Pavilion and Old Main Street areas, a car show at Rossi Park, children's area with inflatables and kid activities at the Great Lawn. They will offer food and beverage vendors at Riverwalk and Old Main Street.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the Bradenton Alive 4th of July Celebration with the stipulations recommended by staff.

ATTACHMENTS:
Bradenton Alive 4th of July Celebration Application and Site Plan

SPECIAL EVENT PERMIT APPLICATION

Application Information

Organization Name: Nightlife Productions, LLC

Date of Application: 2/26/2026

Contact Name: Kristen Lee Coats

Contact Phone 1: [redacted]

Contact Email: [redacted]

Contact Phone 2: [redacted]

Address: 7282 55th Avenue E, Unit 169, Bradenton, FL 34203

City: Bradenton

State: FL

Zip: 34203

Event Information

Name of Event: Bradenton Alive 4th of July Celebration

Event Date: 7/4/2026

Purpose of Event: holiday celebration block party

Description of Event: live music on stage, food trucks, merchandise vendors , children's area, VIP area, car show

Event Location: 12th Street W(Old Main Street) between SR64 and 3rd Avenue W, Riverwalk from 10th Street W down to and including Rossi Park and parking lot

If the event is to be held on the Riverwalk, please check the area(s) to be used.

Mosaic Amphitheater	Pavilion Area	Great Lawn
Regatta Plaza	Parking Lot Areas	Tower Plaza
Skate Park	Outdoor Living Room	Botanical Gardens
Volleyball Courts	Other (specify):	

	Date	Day	Start Time	End Time	Anticipated Attendance
Setup	7/4/2026	Saturday	6am		
Event Day 1	7/4/2026	Saturday	12:00pm	9:30pm	5000
Event Day 2					
Event Day 3					
Break Down	7/4/2026-7/2/26	Saturday/Sunday	9:30pm	1:00am	

Number of years event has been held: 2

Past Attendance: 5000

(03/2022)

Is there a fee to attend the event? Yes No Is the event open to the public? Yes No

Will any tents be used for the event? Yes No

Tent Size	Number of Tents	Tent Location
10x10	20	Old Main Street, Riverwalk,
		Rossi Park parking lot, vendors

Note: Tents must be weighted and stakes are prohibited. Tents larger than 10'x10' require an additional permit.

Will a stage be used for the event? Yes No

Will the event require electricity? Yes No Type of electrical power: 110v

Will a generator be used? Yes No Size of generator: 20kw

Will gas equipment be used? Yes No Type of fuel source: deisel

(generator is energy for stages)

Vendor Information

Will the event offer food? Yes No

Where will the food be prepared? inside food truck or under food tent

Will cooking equipment be used? Yes No

Method/type of cooking equipment

Charcoal grills Food trucks Fryers Propane grills Warmers/Sternos

Will there be alcohol at the event? Yes No

Note: Alcohol will require an additional permit.

Event Entertainment

Will the event feature entertainment? Yes No

Will amplified sound equipment be used? Yes No

Will musical entertainment be used? Yes No

Please describe any type of entertainment and sound equipment.

live band with sound reinforcement to cover city park, top 40 cover bands of different genres

Are fireworks planned? Yes No Note: Fireworks will require an additional permit.

Are live animals planned to be at the event? Yes No

Describe any additional event activities.

Car show in parking lot of Rossi Park 5-8pm

(03/2022)

Event Housekeeping

CITY SERVICES REQUESTED

Electricity Needed? ~~Yes~~ No

Solid Waste Service? ~~Yes~~ No

Contact: Electrical Department (941) 465-4923 and/or Sanitation (941) 708-6342

TEMPORARY SANITARY/PORTABLE TOILETS

Will temporary sanitary facilities be provided? ~~Yes~~ No

Please indicate how many and location on required site plan.

Event Security

NOTICE OF PUBLIC SAFETY NOTICE FOR SECURITY AND TRAFFIC CONTROL:

Bradenton Police Department security is required when alcoholic beverages are present, when closure of a public street is necessary, when large crowds are in attendance, or in any other situation as deemed necessary by the Bradenton Police Department. The number of personnel required is determined by the Bradenton Police Department and wages are payable by applicant.

Contact Bradenton Police Department Extra-Duty Employment Coordinator, Brenda Lovett, at 941-932-9317 or Brenda.Lovett@BradentonPD.com to discuss security requirements.

Street Closure

Is street closure requested? ~~Yes~~ No Note: Please complete the Street Closure Form.

Application Review

During the application review by the Event Review Committee, additional conditions may be imposed. This permit is valid only for the time indicated on this application. In the event that the applicant fails to fulfill the requirement(s) (as set forth in the permit) or fails to obtain proper authorization to proceed, if conditions have changed, or the expected outcomes, impacts, or conditions are substantially altered, then the permit will be voided immediately by authorized city personnel.

A non-refundable application fee of $25 shall be paid at the time of application. Rental fees and damage deposits will be paid following approval of the event request.

Please return application, rental contract, and site plan to Events at City of Bradenton, 101 Old Main Street, Bradenton, FL 34205 or via email to Events@bradentonFL.gov.

Rental Contract

All event organizers must read and sign the Rental Contract before the event permit is issued.

Levels of sound, music, and noise produced at the authorized event shall adhere to the city noise ordinance. If, at any time, a City of Bradenton law enforcement officer determines that this standard has been violated, said officer shall have the authority to require the event organizer, or any agent thereof, to take all necessary and appropriate actions to prevent further violations of this standard. If the event organizer or any agent thereof fails to obey the orders of the law enforcement officer, event organizer will be required to present any future events to City Council for review prior to approval.

The event organizer has been informed that all events at Riverwalk Park, including non-musical events, must be completely closed by 10:00 p.m. If any event wishes to continue past 10:00 p.m. Special City Council approval is required.

I, Nightlife Productions, LLC, applicant/event organizer for Bradenton Alive 4th of July Celebration (event), scheduled for (date&hours), 7/4/2026, from 12:00pm to 9:30pm, hereby agrees to all conditions and regulations set forth in the event guide, application, and contract as adopted by City Council.

Kristen Lee Coats	Nightlife Productions, LLC
Signature of Applicant/Event Organizer	Organization
Kristen Lee Coats	2/26/2026
Typed or Printed Name and Title	Date

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY

I, the undersigned, will indemnify, defend, and hold harmless the City of Bradenton, its agents, employees, officers, and any and all other associated, from and against any and all actions, in law or in equity, from liability or claims for damages, demands, or judgement to any person or property which may result now or in the future from the conduct of this event.

The undersigned agrees to abide by all Event Approval Standards set forth in the guide (see pages 7 to 9).

The undersigned has read and voluntarily signed the Release and Waiver of Liability and Indemnity Agreement, and further agrees that no oral representations, statements, or inducements apart from the foregoing written agreement have been made.

Kristen Lee Coats	Nightlife Productions, LLC
Signature of Applicant/Event Organizer	Organization
Kristen Lee Coats	2/26/2026
Typed or Printed Name and Title	Date

(03/2022)

CITY OF BRADENTON
SPECIAL EVENT REQUEST
FOR TEMPORARY CLOSING OF CITY STREET(S)

Name of Requestor: Kristen Lee Coats

Name of Organization: Nightlife Productions, LLC

Street Address: 7282 55th Avenue E, Unit 169

City: Bradenton State: FL Zip: 34203

Telephone: [redacted] Email: [redacted]

Name of Event: Bradenton Alive 4th of July Celebration

Start Date: 7/4/2026 End Date: 7/4/2026 Start Time: 6am End Time: 1am

Proposed roads to close (specific locations, include map):

12th Street W(Old Main Street) between SR64 and 3rd Avenue W, 4th Avenue W between 10th Street and 13th Street
Rossi Park including parking lot connected to the park
***walking path down 10th Street W or Old Main Street needed from Riverwalk and Baracotta Blvd W(path leading under the bridge) to Old Main Street and 3rd Avenue W
**Bishop Museum is closed for Independence Day

Proposed detour route (include alternative road and map):

Additional notes and comments:

Bollards need to be put up at the intersections of:
12th Street West and SR64
12th Street West and 4th Avenue West
13th Street West and 4th Avenue West
10th Street West and 4th Avenue West

(03/2022)

Bradenton Alive 4th of July 2026



Downtown Celebration

Rossi Park, Riverwalk Celebration

Bradenton Alive Site Map – 4th of July 2026



- Bollards
- Port-o-lets
- Food Trucks
- Merchandise vendors
- Stage
- Beer tent and beer truck

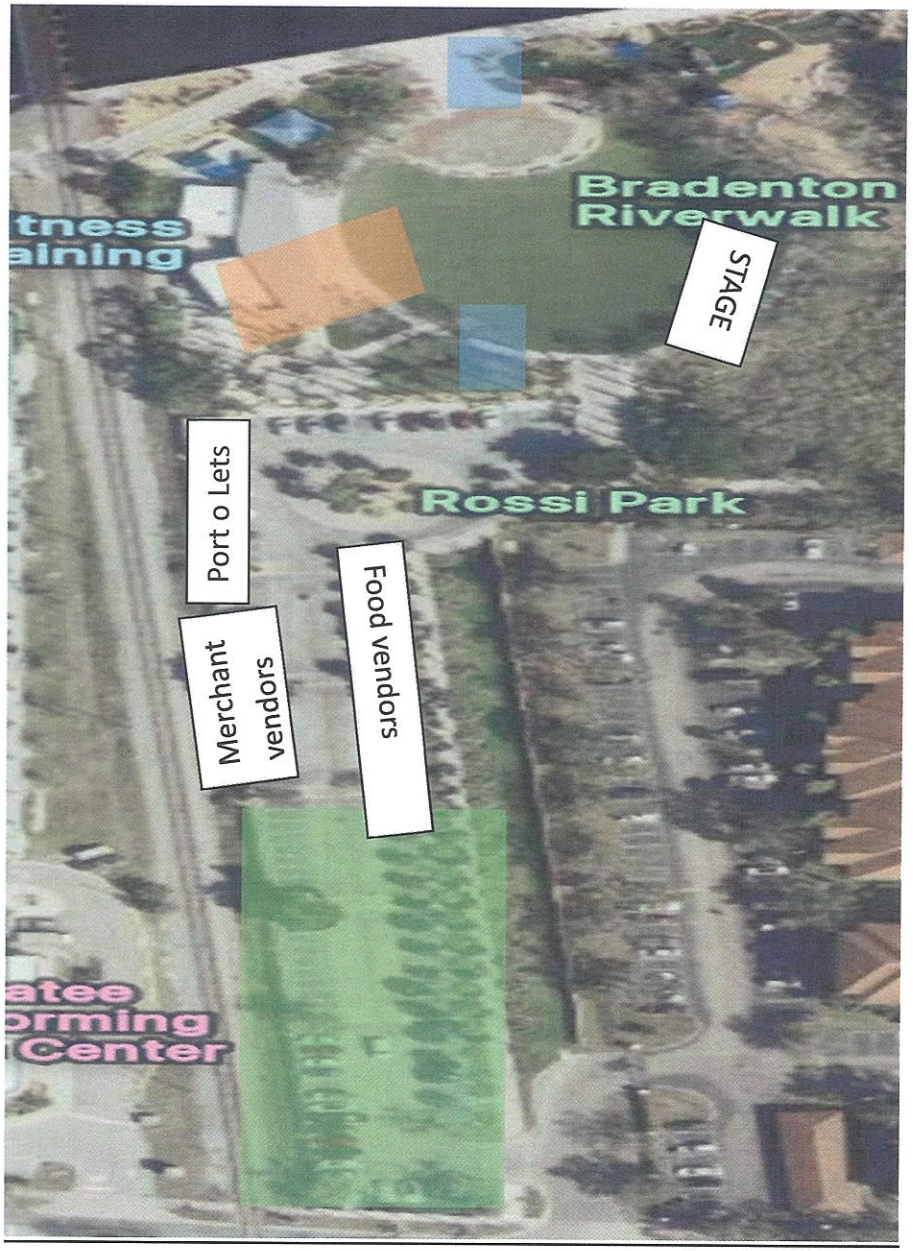
Rossi Park and Riverwalk Map – 4th of July 2026



Merchants and food vendors

Car Show

Rossi Park Map– 4th of July 2026



Car Show

VIP area

Beer tent

AGENDA ITEM NO. 6.j

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: April 8, 2026

SUBMITTED BY: Linda Guth, Finance

ITEM TYPE: Budget Adjustment

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Budget Adjustment BA26-03

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
To adjust the budget for awarded grant revenue and expenses and mid year budget adjustments.

FINANCIAL IMPACT:
Reduce cash carry forward of $238,001.00 and increase reserve for contingencies of $1,630,321.00 in Fund 185 (Disaster), decrease of reserve for contingencies of $55,652.00 in Fund 302 (Half Cent Infrastructure), decrease of reserve for contingencies of $1,477,178.00 in Fund 402 (Water and Sewer), Use of cash carry forward of $192,000.00 in Fund 406 (Water Impact), increase in reserve for contingencies of $201,243.00 in Fund 570 (Medical), decrease of reserve for contingencies in Fund 580 (Workers Compensation), and use of cash carry forward of $183,000.00 in Fund 590 (Property Insurance).

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve Budget Adjustment BA26-03.

ATTACHMENTS:

Budget Adjustment BA26-03

RESOLUTION NUMBER BA26-03

A RESOLUTION OF THE CITY OF BRADENTON, FLORIDA, AMENDING/ADJUSTING THE 2025-2026 ANNUAL BUDGET; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida Statute 166.241(4) allows a municipality to amend (change budget total) or adjust (move funds without changing budget total) its budget, as necessary, at any time within a fiscal year; and

WHEREAS, this Statute also indicates the budget shall be changed in the same manner as its original adoption which, in the City of Bradenton's case, is by resolution; and

WHEREAS, City policy dictates that all budget amendments, and any budget adjustments greater than $10,000 must have City Council approval, adjustments less than $10,000 require approval by the City Administrator; and

WHEREAS, the City's Finance Department requests to amend or adjust the budget at this time, in an amount greater than $10,000, for the purpose of awarded grants revenue and expenses and mid-year budget adjustments.

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Bradenton, as follows:

1. The attached Budget Adjustment Form has been submitted by the above-named department, and reviewed and approved by City's Finance Department.
2. Upon Council approval, the Finance Department shall process the form adjusting the City's budget, and will maintain the original documents as required.
3. Per Florida Statute 166.241(5) this adjustment will be posted on the City's website.
4. This Resolution shall become effective immediately upon its adoption.

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 8th DAY OF APRIL 2026.

_____

Gene Brown, Mayor

ATTEST:

_____

Tamara Melton, City Clerk

APPROVED AS TO FORM:

_____

Scott Rudacille, City Attorney

City of Bradenton Budget Adjustment Form

1. Complete and sign this Budget Adjustment form. Adjustment number available from Finance Department.
2. Attach supporting documentation.
3. Submit to Linda Guth in the Finance Department.

Budget adjustments MUST balance

Requested by: Linda Guth

For: Finance

Date: 3/26/2026

Budget Adjustment #: BA26-03

Amendments to the total budget, and/or adjustments over $10,000 in a single line item, require Resolution and Consent Agenda Memorandum for City Council approval.

Explanation for Adjustment: Awarded grants revenue and expenses and mid year budget adjustments

Please provide the account number and the line item description for each transaction.
For example: Account Number: 00151940 546200
Line item description: Equipment Repair & Maintenance in Electrical Maintenance Dept.

Account Number: 00102 325200
Line item description: Svc Chgs-Special Assessments

Increase (in $): 225,000.00 Decrease (in $):

Account Number: 00103 331500
Line item description: Disaster Reimbursements

Increase (in $): 57,872.00 Decrease (in $):

Account Number: 00105 369750
Line item description: Tree Fund Revenue

Increase (in $): 12,620.00 Decrease (in $):

Account Number: 00151500 563200
Line item description: Tree Fund-Capital Outlay

Increase (in $): 19,087.00 Decrease (in $):

Account Number: 00152100 544200
Line item description: Rentals & Leases

Increase (in $): Decrease (in $): 302,415.00

Account Number: 00152410 531000
Line item description: Legal Fees

Increase (in $): 50,000.00 Decrease (in $):

Account Number: 00104 334200 26600
Line item description: 2025-2026 Drone Replacement

Increase (in $): 75,000.00 Decrease (in $):

Account Number: 00152180 564000 26600
Line item description: Mach & Equip Capital Outlay

Increase (in $): 75,000.00 Decrease (in $):

Account Number: 00104 334200 26700
Line item description: 26-26 Drone Replacement

Increase (in $): 25,000.00 Decrease (in $):

Account Number: 00152200 564000 26700
Line item description: Mach & Equip Capital Outlay

Increase (in $): 25,000.00 Decrease (in $):

Account Number: 00102 369975 287G
Line item description: Homeland Security-Ice

Increase (in $): 422,510.00 Decrease (in $):

Account Number: 00152180 551100 287G
Line item description: Equipment under $5000

Increase (in $): 5000.00 Decrease (in $):

Account Number: 00152180 564000 287G
Line item description: Mach & Equipment Capital Outlay

Increase (in $): 417,510.00 Decrease (in $):

Account Number: 00103 366000 Bpd
Line item description: Bpd Contributions

Increase (in $): 20,000.00 Decrease (in $):

Account Number: 00103 331200 Cop23
Line item description: 2023 Cops Hiring Program

Increase (in $): 13,868.00 Decrease (in $):

Account Number: 00152180 512000 Cop23
Line item description: Salaries & Wages

Increase (in $): 77,477.00 Decrease (in $):

Account Number: 00152180 521000 Cop23
Line item description: City Fica Contribution

Increase (in $): 5,927.00 Decrease (in $):

Account Number: 00152180 522100 Cop23
Line item description: City Pension Contribution

Increase (in $): 26,647.00 Decrease (in $):

Account Number: 00152180 523000 Cop23
Line item description: City Health Ins Contribution

Increase (in $): 20,059.00 Decrease (in $):

Account Number: 00152180 524000 Cop23
Line item description: Workers Compensation

Increase (in $): 3,331.00 Decrease (in $):

Account Number: 00103 331200 Dui26
Line item description: Sober Roads Initiative

Increase (in $): 22,000.00 Decrease (in $):

Account Number: 00152180 514000 Dui26
Line item description: Salaries & Wages

Increase (in $): 20,460.00 Decrease (in $):

Account Number: 00152180 521000 Dui26
Line item description: City Fica Contribution

Increase (in $): 1,540.00 Decrease (in $):

Account Number: 00103 334200 Fdl26
Line item description: 2026 Local Firearm Safety Training

Increase (in $): 71,299.00 Decrease (in $):

Account Number: 00152180 551100 Fdl26
Line item description: Equipment under $5000

Increase (in $): 40,690.00 Decrease (in $):

Account Number: 00152180 514000 Fdl26
Line item description: Overtime

Increase (in $): 18,938.00 Decrease (in $):

Account Number: 00152180 521000 Fdl26
Line item description: City Fica Contribution

Increase (in $): 1,450.00 Decrease (in $):

Account Number: 00152180 522100 Fdl26
Line item description: City Pension Contribution

Increase (in $): 5,857.00 Decrease (in $):

Account Number: 00152180 524000 Fdl26
Line item description: Workers Compensation

Increase (in $): 814.00 Decrease (in $):

Account Number: 00152180 552500 Fdl26
Line item description: Other Operating Supplies

Increase (in $): 1,050.00 Decrease (in $):

Account Number: 00152180 552520 Fdl26
Line item description: Ammunition

Increase (in $): 2,500.00 Decrease (in $):

Account Number: 00103 334200 Frd26
Line item description: Identity Theft & Fraud Grant

Increase (in $): 10,000.00 Decrease (in $):

Account Number: 00152180 514000 Frd26
Line item description: Overtime

Increase (in $): 3,740.00 Decrease (in $):

Account Number: 00152180 521000 Frd26
Line item description: City Fica Contribution

Increase (in $): 287.00 Decrease (in $):

Account Number: 00152180 522100 Frd26
Line item description: City Pension Contribution

Increase (in $): 1,342.00 Decrease (in $):

Account Number: 00152180 524000 Frd26
Line item description: Workers Compensation

Increase (in $): 157.00 Decrease (in $):

Account Number: 00152180 540100 Frd26
Line item description: Travel & Per Diem

Increase (in $): 1,320.00 Decrease (in $):

Account Number:00152180 551200 Frd26
Line item description: Computer Equip uinder $5000

Increase (in $): 2,792.00 Decrease (in $):

Account Number: 00152180 552500 Frd26
Line item description: Other Operating Supplies

Increase (in $): 362.00 Decrease (in $):

Account Number: 00104 331200 Hid25
Line item description: 2025 High Intensity Drug Traffic

Increase (in $): 90,940.00 Decrease (in $):

Account Number: 00152180 514000 Hid25
Line item description: Overtime

Increase (in $): 28,903.00 Decrease (in $):

Account Number: 00152180 521000 Hid25
Line item description: City Fica Contribution

Increase (in $): 3,871.00 Decrease (in $):

Account Number: 00152180 522100 Hid25
Line item description: City Pension Contribution

Increase (in $): 15,650.00 Decrease (in $):

Account Number: 00152180 524000 Hid25
Line item description: Workers Compensation

Increase (in $): 2,176.00 Decrease (in $):

Account Number: 00152180 541000 Hid25
Line item description: Communication Services

Increase (in $): 1,200.00 Decrease (in $):

Account Number: 00152180 544200 Hid25
Line item description: Rentals & Leases

Increase (in $): 9,900.00 Decrease (in $):

Account Number: 00152180 549600 Hid25
Line item description: Investigation

Increase (in $): 29,240.00 Decrease (in $):

Account Number: 00103 331200 Hve26
Line item description: High Visability Enforcement

Increase (in $): 10,000.00 Decrease (in $):

Account Number: 00152180 514000 Hve26
Line item description: Overtime

Increase (in $): 7,000.00 Decrease (in $):

Account Number: 00152180 521000 Hve26
Line item description: City Fica Contribution

Increase (in $): 535.00 Decrease (in $):

Account Number: 00152180 522100 Hve26
Line item description: City Pension Contribution

Increase (in $): 2,165.00 Decrease (in $):

Account Number: 00152180 524000 Hve26
Line item description: Workers Compensation

Increase (in $): 300.00 Decrease (in $):

Account Number: 00103 334200 Icac
Line item description: Internet Crimes Against Children

Increase (in $): 80,023.00 Decrease (in $):

Account Number: 00152180 551200 Icac
Line item description: Computer Equip under $5000

Increase (in $): 22,392.00 Decrease (in $):

Account Number: 00152180 551150 Icac
Line item description: Software?Licensing

Increase (in $): 55,480.00 Decrease (in $):

Account Number: 00152180 552500 Icac
Line item description: Other Operating Supplies

Increase (in $): 2,151.00 Decrease (in $):

Account Number: 00104 331200 Jag25
Line item description: 2025 Justice Assistance Grant

Increase (in $): 9,797.00 Decrease (in $):

Account Number: 00152180 551100 Jag25
Line item description: Equipment under $5000

Increase (in $): 9,038.00 Decrease (in $):

Account Number: 00152180 551200 Jag25
Line item description: Computer Equip under $5000

Increase (in $): 759.00 Decrease (in $):

Account Number: 00103 366000 MCF
Line item description: Manatee Community Foundation Contribution

Increase (in $): 17,500.00 Decrease (in $):

Account Number: 00152200 555000 Opoid
Line item description: Education/Training

Increase (in $): 25,000.00 Decrease (in $):

Account Number: 00104 331200 Psoc
Line item description: Public Safety Operational Center

Increase (in $): 1,490,889.00 Decrease (in $):

Account Number: 00152180 551100 Psoc
Line item description: Equipment under $5000

Increase (in $): 5,000.00 Decrease (in $):

Account Number: 00152180 551200 Psoc
Line item description: Computer Equip under $5000

Increase (in $): 50,000.00 Decrease (in $):

Account Number: 00152180 564000 Psoc
Line item description: Mach & Equip-Capital Outlay

Increase (in $): 1,435,889.00 Decrease (in $):

Account Number: 00104 331200 Rtcc
Line item description: Real Time Crime Center

Increase (in $): 749,238.00 Decrease (in $):

Account Number: 00152180 551200 Rtcc
Line item description: Computer Equip under $5000

Increase (in $): 176,238.00 Decrease (in $):

Account Number: 00152180 564000 Rtcc
Line item description: Mach & Equip-Capital Outlay

Increase (in $): 573,000.00 Decrease (in $):

Account Number: 00102 369900 Schol
Line item description: Back to School Bash-Walmart

Increase (in $): 2,500.00 Decrease (in $):

Account Number: 00152100 544200 Szsaf
Line item description: Rentals & Leases

Increase (in $): 302,457.00 Decrease (in $):

Account Number: 00152100 564000 Szsaf
Line item description: Mach & Equip-Capital Outlay

Increase (in $): 114,290.00 Decrease (in $):

Account Number: 00152100 552500 Walmt
Line item description: Other Operating Supplies

Increase (in $): 7,500.00 Decrease (in $):

Account Number: 13503 331320 12108
Line item description: Energy Efficient Grant

Increase (in $): 126,192.00 Decrease (in $):

Account Number: 13555910 564000 12108
Line item description: Mach & Equip-Capital Ouitlay

Increase (in $): 126,192.00 Decrease (in $):

Account Number: 18503 331500 Debby
Line item description: Hurricane Debby Federal

Increase (in $): 246,130.00 Decrease (in $):

Account Number: 18503 331500 Miltn
Line item description: Hurricane Milton Federal

Increase (in $): 1,599,087.00 Decrease (in $):

Account Number: 18503 334390 Debby
Line item description: Hurricane Debby State

Increase (in $): 38,000.00 Decrease (in $):

Account Number: 18505 369150
Line item description: Cash Carryforward

Increase (in $): Decrease (in $): 238,001.00

Account Number: 18552500 534000 Helen
Line item description: Contractual Services

Increase (in $): 745.00 Decrease (in $):

Account Number: 18552500 534000 Miltn
Line item description: Contractual Services

Increase (in $): 14,150.00 Decrease (in $):

Account Number: 18558100 599100
Line item description: Reserve for Contingencies

Increase (in $): 1,630,321.00 Decrease (in $):

Account Number: 19903 334390 Hlm25
Line item description: 2025 Hurricane Loss Mitigation Program

Increase (in $): Decrease (in $): 250,000.00

Account Number: 199554958 512000 Hlm25
Line item description: Salaries & Wages

Increase (in $): Decrease (in $): 6,850.00

Account Number: 19955495 521000 Hlm25
Line item description: City Fica Contribution

Increase (in $): Decrease (in $): 500.00

Account Number: 19955495 522000 Hlm25
Line item description: City Retirement Contribution

Increase (in $): Decrease (in $): 1,000.00

Account Number:19955495 523000 Hlm25
Line item description: City Health Ins Contribution

Increase (in $): Decrease (in $): 2,000.00

Account Number: 19955495 523100 Hlm25
Line item description: City Life Ins Contribution

Increase (in $): Decrease (in $): 50.00

Account Number: 19955495 523200 Hlm25
Line item description: City Teladoc Contribution

Increase (in $): Decrease (in $): 10.00

Account Number: 19955495 523300 Hlm25
Line item description: City Ltd Contribution

Increase (in $): Decrease (in $): 40.00

Account Number: 19955495 524000 Hlm25
Line item description: Workers Compensation

Increase (in $): Decrease (in $): 50.00

Account Number: 19955495 531000 Hlm25
Line item description: Legal Fees

Increase (in $): Decrease (in $): 2,000.00

Account Number: 19955495 583000 Hlm25
Line item description: Other Grants & Aid

Increase (in $): Decrease (in $): 237,500.00

Account Number: 19903 334390 Hlm26
Line item description: 2025 Hurricane Loss Mitigation Program

Increase (in $): 250,000.00 Decrease (in $):

Account Number: 199554958 512000 Hlm26
Line item description: Salaries & Wages

Increase (in $): 6,850.00 Decrease (in $):

Account Number: 19955495 521000 Hlm26
Line item description: City Fica Contribution

Increase (in $): 500.00 Decrease (in $):

Account Number: 19955495 522000 Hlm26
Line item description: City Retirement Contribution

Increase (in $): 1,000.00 Decrease (in $):

Account Number:19955495 523000 Hlm26
Line item description: City Health Ins Contribution

Increase (in $): 2,000.00 Decrease (in $):

Account Number: 19955495 523100 Hlm26
Line item description: City Life Ins Contribution

Increase (in $): 50.00 Decrease (in $):

Account Number: 19955495 523200 Hlm26
Line item description: City Teladoc Contribution

Increase (in $): 10.00 Decrease (in $):

Account Number: 19955495 523300 Hlm26
Line item description: City Ltd Contribution

Increase (in $): 40.00 Decrease (in $):

Account Number: 19955495 524000 Hlm26
Line item description: Workers Compensation

Increase (in $): 50.00 Decrease (in $):

Account Number: 19955495 531000 Hlm26
Line item description: Legal Fees

Increase (in $): 2,000.00 Decrease (in $):

Account Number: 19955495 583000 Hlm26
Line item description: Other Grants & Aid

Increase (in $): 237,500.00 Decrease (in $):

Account Number: 20905 381132 DB209
Line item description: DCRA Interfund Transfer

Increase (in $): Decrease (in $): 369,000.00

Account Number:20951700 571000 DB209
Line item description: Principal-Debt Service

Increase (in $): Decrease (in $): 205,000.00

Account Number: 20951700 572000 DB209
Line item description: Interest-Debt Service

Increase (in $): Decrease (in $): 164,000.00

Account Number: 30104 334490 23804
Line item description: Southern Parkway Trail-Fdot

Increase (in $): 992,262.00 Decrease (in $):

Account Number:30158200 563000 23804
Line item description: Improvements-Captial Outlay

Increase (in $): 992,262.00 Decrease (in $):

Account Number: 30104 334490 23807
Line item description: Man Elementary Sidewalks-Fdot

Increase (in $): 659,101.00 Decrease (in $):

Account Number: 304158200 563000 23807
Line item description: Improvements-Capital Outlay

Increase (in $): 659,101.00 Decrease (in $):

Account Number: 30258200 563000 19801
Line item description: Riverwalk

Increase (in $): 19,240.00 Decrease (in $):

Account Number: 30258200 563000 19803
Line item description: Public Safety Vehicles

Increase (in $): 36,412.00 Decrease (in $):

Account Number: 30258200 563000 23807
Line item description: Man Elementary Sidewalks

Increase (in $): 424,849.00 Decrease (in $):

Account Number: 30258200 563000 26803
Line item description: New Sidewalk Installation

Increase (in $): Decrease (in $): 424,849.00

Account Number: 30258100 599100
Line item description: Reserve for Coningencies

Increase (in $): Decrease (in $): 55,652.00

Account Number: 30305 369150
Line item description: Cash Carryforward

Increase (in $): 269,804.00 Decrease (in $):

Account Number: 30358200 563000 22806
Line item description: Misc Sewer Lining-Arpa

Increase (in $): Decrease (in $): 82,223.00

Account Number: 30358200 563000 22807
Line item description: Manhole Lining-Arpa

Increase (in $): 204,875.00 Decrease (in $):

Account Number: 30358200 563000 22808
Line item description: Eastside Drainage

Increase (in $): 147,152.00 Decrease (in $):

Account Number: 30657510 563000
Line item description: Improvements-Capital Outlay

Increase (in $): 115,000.00 Decrease (in $):

Account Number: 30658100 599100
Line item description: Reserve for Coningencies

Increase (in $): Decrease (in $): 115,000.00

Account Number: 40201 364410
Line item description: Equip Disposal of Assets

Increase (in $): 14,539.00 Decrease (in $):

Account Number: 40251210 531900
Line item description: Consultant Fees

Increase (in $): 35,413.00 Decrease (in $):

Account Number: 40251210 534000
Line item description: Contractual Services

Increase (in $): 15,821.00 Decrease (in $):

Account Number: 40253515 531000
Line item description: Legal Fees

Increase (in $): 13,500.00 Decrease (in $):

Account Number: 40253515 534000
Line item description: Contractual Services

Increase (in $): Decrease (in $): 13,500.00

Account Number: 40253520 512000
Line item description: Salaries & Wages

Increase (in $): Decrease (in $): 84,223.00

Account Number: 40253520 521000
Line item description: City Fica Contribution

Increase (in $): Decrease (in $): 6,369.00

Account Number: 40253520 522000
Line item description: City Retirement Contribution

Increase (in $): Decrease (in $): 11,606.00

Account Number: 40253520 523000
Line item description: City Health Ins Contribution

Increase (in $): Decrease (in $): 15,810.00

Account Number: 40253520 523100
Line item description: City Life Ins Contribution

Increase (in $): Decrease (in $): 207.00

Account Number: 40253520 523200
Line item description: City Teladoc Contribution

Increase (in $): Decrease (in $): 72.00

Account Number: 40253520 523300
Line item description: City Ltd Contribution

Increase (in $): Decrease (in $): 140.00

Account Number: 40253520 524000
Line item description: Workers Compensation

Increase (in $): Decrease (in $): 2,890.00

Account Number: 40253520 534000
Line item description: Contractual Services

Increase (in $): 30,000.00 Decrease (in $):

Account Number: 40253520 541000
Line item description: Communication Services

Increase (in $): 3,000.00 Decrease (in $):

Account Number: 40253520 542000
Line item description: Freight & Postage

Increase (in $): 200.00 Decrease (in $):

Account Number: 40253520 543000
Line item description: Electricity-Utility Services

Increase (in $): 300,000.00 Decrease (in $):

Account Number: 40253520 543200
Line item description: Tonnage Charges

Increase (in $): 5,000.00 Decrease (in $):

Account Number: 40253520 544200
Line item description: Rentals & Leases

Increase (in $): 585,000.00 Decrease (in $):

Account Number: 40253520 546200
Line item description: Equipment Repair & Maintenance

Increase (in $): 66,000.00 Decrease (in $):

Account Number: 40253520 546300
Line item description: Vehicle Repair & Maintenance

Increase (in $): 1,000.00 Decrease (in $):

Account Number: 40253520 547100 Maint
Line item description: Printer Contract

Increase (in $): 1,000.00 Decrease (in $):

Account Number: 40253520 547200
Line item description: Duplicating

Increase (in $): 100.00 Decrease (in $):

Account Number: 40253520 552200
Line item description: Vehicle Fuel

Increase (in $): 30,000.00 Decrease (in $):

Account Number: 40253520 554000
Line item description: Books Pub & Subscriptions

Increase (in $): 6,500.00 Decrease (in $):

Account Number: 40253520 564000
Line item description: Equipment-Capital Outlay

Increase (in $): 534,000.00 Decrease (in $):

Account Number: 40258100 599100
Line item description: Reserve for Contingencies

Increase (in $): Decrease (in $): 1,477,178.00

Account Number: 40605 369150
Line item description: Cash Carryforward

Increase (in $): 192,000.00 Decrease (in $):

Account Number: 40659000 563000 26543
Line item description: High Service Pump Stn Distr Lines

Increase (in $): 192,000.00 Decrease (in $):

Account Number: 40804 331350 24523
Line item description: Fdep-Lift Station #3 and St #13

Increase (in $): 2,937,875.00 Decrease (in $):

Account Number: 40804 334350 23517
Line item description: Sanitary Pipe Lining-Fdep

Increase (in $): 259,070.00 Decrease (in $):

Account Number: 40804 331350 26544
Line item description: Filter Upgrades-Wrf

Increase (in $): 404,684.00 Decrease (in $):

Account Number: 40804 366000 25531
Line item description: Aquifer Recharge Well Surface

Increase (in $): 4,000,000.00 Decrease (in $):

Account Number: 40804 366000 24518
Line item description: Wrf 4th Clarifier-Srf

Increase (in $): 2,967,937.00 Decrease (in $):

Account Number: 40804 366000 24522
Line item description: Injection Well-Srf

Increase (in $): 2,500,000.00 Decrease (in $):

Account Number: 40859000 563000 24523
Line item description: Fdep-Lift St#3 and St#13

Increase (in $): 7,535,336.00 Decrease (in $):

Account Number: 40859000 563000 25530
Line item description: Fdep-Ogc-18-1466 In Kind Projects

Increase (in $): 179,949.00 Decrease (in $):

Account Number: 40859000 563000 25531
Line item description: Aquifer Recharge Well Surface

Increase (in $): 3,613,000.00 Decrease (in $):

Account Number: 40859000 563000 25532
Line item description: Hydrant Replacements

Increase (in $): 1,500,000.00 Decrease (in $):

Account Number: 40859000 563000 25537
Line item description: Temporary Equalization Tank-WR

Increase (in $): Decrease (in $): 769,997.00

Account Number: 40859000 563000 26520
Line item description: Emergency Water Improvements

Increase (in $): 97,331.00 Decrease (in $):

Account Number: 40859000 563000 26544
Line item description: Filter Upgrades-WRF

Increase (in $): 404,684.00 Decrease (in $):

Account Number: 40859000 563000 Annex
Line item description: Pulbic Works Annex

Increase (in $):495,376.00 Decrease (in $):

Account Number: 40859000 563000 Wtrkp
Line item description: Improvements-Waterkeeper

Increase (in $): 13,887.00 Decrease (in $):

Account Number: 43001 364290
Line item description: Land/Disp of Assets

Increase (in $): 69,000.00 Decrease (in $):

Account Number: 43001 364310
Line item description: Bldgs/Disp of Assets

Increase (in $): 205,000.00 Decrease (in $):

Account Number: 43004 334360 26508
Line item description: Fdem-22nd St Ct Ne Drainage Improv

Increase (in $): 250,000.00 Decrease (in $):

Account Number: 43005 369150
Line item description: Cash Carryforward

Increase (in $): Decrease (in $): 196,032.00

Account Number: 43053810 546300
Line item description: Vehicle Repair & Maintenance

Increase (in $): 120,000.00 Decrease (in $):

Account Number: 43053810 563000 22808
Line item description: Fdep-Eastside Drainage

Increase (in $): 357,968.00 Decrease (in $):

Account Number: 43053810 563000 26508
Line item description: Misc Stormwater Improvements

Increase (in $): Decrease (in $): 150,000.00

Account Number: 46053400 512000
Line item description: Salaries & Wages

Increase (in $): Decrease (in $): 60,000.00

Account Number: 46053400 534000
Line item description: Contractual Services

Increase (in $): 60,000.00 Decrease (in $):

Account Number: 57002 369950
Line item description: Wellness

Increase (in $): 40,000.00 Decrease (in $):

Account Number: 57002 369960
Line item description: Pharmacy Rebate

Increase (in $): 386,243.00 Decrease (in $):

Account Number: 57056210 534000 Medic
Line item description: Blue Medicare Advantage

Increase (in $): 200,000.00 Decrease (in $):

Account Number: 57056210 545700 FSA
Line item description: Insurance-Fsa Contributions

Increase (in $): 25,000.00 Decrease (in $):

Account Number: 57058100 599100
Line item description: Reserve for Contingencies

Increase (in $): 201,243.00 Decrease (in $):

Account Number: 58002 369350
Line item description: Reisurance Proceeds

Increase (in $): 66,000.00 Decrease (in $):

Account Number: 58056220 545300
Line item description: Reinsurance Premiums

Increase (in $): 108,000.00 Decrease (in $):

Account Number: 58056220 552700
Line item description: Medical Supplies

Increase (in $): 5,000.00 Decrease (in $):

Account Number: 58058100 599100
Line item description: Reserve for Contingencies

Increase (in $): Decrease (in $): 47,000.00

Account Number: 59005 369150
Line item description: Cash Carryforward

Increase (in $): 183,000.00 Decrease (in $):

Account Number: 59055900 531900
Line item description: Consultant Fees

Increase (in $): 23,000.00 Decrease (in $):

Account Number: 58055900 545100
Line item description: Insurance & Bonds

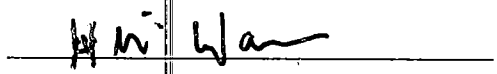
Increase (in $): 145,000.00 Decrease (in $):

Account Number: 59055900 546900
Line item description: Vehicle Damage Repair & Maint

Increase (in $): 15,000.00

Decrease (in $):

Approved by:



Department Head / Manager

City Administrator

Approved by City Council: _____
(Date)

Posted by Accounting: _____
(Date)

AGENDA ITEM NO. 6.k

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: April 8, 2026

SUBMITTED BY: Tamara Melton, Legal

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Opioid Litigation - Proposed Settlement with Six Remnant Defendants

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City has a pending lawsuit with six regional distributors/dispenser defendants: Associated Pharmacies, Inc. (and American Associated Pharmacies); J M Smith Corporation; Louisiana Wholesale Drug Company, Inc.; Morris and Dickson Co.; North Carolina Mutual Wholesale Drug Company, Inc.; and United Natural Foods, Inc. (including its subsidiaries SuperValu and Advantage Logistics) (the "Six Remnant Defendants"). The City's outside opioid litigation counsel ("Opioid Counsel") advised as to a settlement in this matter. More detailed information is provided in the confidential attorney-client/work-product memorandum dated March 30, 2026, provided to the Mayor and City Council, with a copy to the City Administrator and Chief of Police. The City must execute the required settlement documentation on or before May 4, 2026, for the City to be included in the initial participation calculation and payment eligibility under the settlement.

FINANCIAL IMPACT:
The estimated settlement payment to the City is unknown at this time.

ATTORNEY REVIEW/RECOMMENDATION:
Approval

SUGGESTED MOTION:
Motion to approve the Six Remnant Defendants' Settlement and authorize the City Attorney and Mayor to take required actions and execute documents required to effectuate same, including specifically the Combined Subdivision Participation and Release Form.

ATTACHMENTS:

AGENDA ITEM NO. 6.I

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: April 8, 2026

SUBMITTED BY: Kim Clayback, Public Works & Utilities

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Change Order No. 1 for Lift Station 23 Force Main Compression Fit Project

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The pressure pipe lining encountered some unforeseen circumstances in the existing pipe condition and additional bypass pump time was needed to complete the project.

FINANCIAL IMPACT:
The Change Order will be funded by GL account 40859000-563000-26503.

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve Change Order 1 Lift Station 23 Force Main Compression Fit Project.

ATTACHMENTS:
Change Order 1

CHANGE ORDER (CO) NO. 1

OWNER/CLIENT: City of Bradenton PROJECT NO.: PROJECT MANAGER: David Lopez-Rivera

ENGINEER: David Lopez-Rivera PROJECT NO.: PROJECT MANAGER:

CONTRACTOR: Murphy Pipeline Contractors PROJECT NO.: PROJECT MANAGER: Dave VandeWater

PROJECT NAME: LS23 Force Main Compression Fit Project

DATE OF ISSUANCE: January, 09, 2026 EFFECTIVE DATE:

The Contract Documents are modified as follows upon execution of this Change Order.

CHANGE IN CONTRACT PRICE:

Original Contract Price:

$ 799,839.23

[Increase/Decrease] from previously approved Change Orders No. 0 to No. 1:

$ 118,810.00

Contract Price prior to this Change Order:

$

[Increase/Decrease] of this Change Order:

$

Contract Price incorporating this Change Order:

$

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ■ Calendar days

Substantial completion (days or date): December 19, 2025

Ready for final payment (days or date): January 19, 2025

[Increase/Decrease] from previously approved Change Orders No. 0 to No. 1:

Substantial completion (days): February 26, 2026

Ready for final payment (days): March 26, 2026

Contract Times prior to this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

[Increase/Decrease] of this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Contract Times with all approved Change Orders:

Substantial completion (days or date):

Ready for final payment (days or date):

DESCRIPTION OF CHANGE (Attach additional sheets if required.)	DEDUCT	ADD
Bypass and rehabilitate the connection of 10" force main & Install a new connection to the 20" force main and reconnect the 10" force main.		$118,810.00
SUBTOTAL		

ATTACHMENTS
(List documents supporting change.)

This Change Order is an amendment to the Contract Agreement between Contractor and the Owner, and all contract provisions shall apply unless specifically exempted. The amount and time change designated are the maximum agreed to by the Owner and the Contractor for this change. In consideration of the foregoing adjustments in contract time and contract amount, the Contractor hereby releases the Owner from all claims, demands, or causes of action arising from the transactions, events, and occurrences related to this Change Order. This written Change Order is the entire agreement between Owner and Contractor with respect to this Change Order. No other agreements or modifications shall apply to this Contract amendment unless expressly provided herein. This Change Order represents final action relating to this Change Order.

RECOMMENDED:
By: David Lopez-Rivera
Engineer (Authorized Signature)
Date: David Lopez-Rivera Digitally signed by David Lopez Rivera Date: 2026.03.06 13:48:58 -05'00'
Approved by Funding Agency (if applicable):

ACCEPTED:
By: _____
Owner (Authorized Signature)
Date: _____

ACCEPTED:
By: Dave VandeWater
Contractor (Authorized Signature)
Date: Dave VandeWater
Date: 03/06/2026

AGENDA ITEM NO. 6.m

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: April 8, 2026

SUBMITTED BY: Kim Clayback, Public Works & Utilities

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Change Order No. 6 for the Water Reclamation Facility (WRF) 4th Clarifier

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Change Order No. 6 includes multiple items and are generally part of large construction projects. The piping revision was required due to unforeseen circumstances; the tar coating was not included in the initial project package; and the flow meter changes were agreed on for optimizing operational and maintenance activities.

FINANCIAL IMPACT:
The GL account for the project is 40859000-563000-24518. The items have been approved by FDEP and will be incorporated into the SRF loan.

ATTORNEY REVIEW/RECOMMENDATION:
NA

SUGGESTED MOTION:
Motion to approve Change Order No. 6 for the Water Reclamation Facility 4th Clarifier.

ATTACHMENTS:
Change Order 6

SECTION 00941

Alachua | Jacksonville | Sarasota
Tampa | Titusville | Winter Haven

JonesEdmunds

CHANGE ORDER (CO) NO. 06

OWNER/CLIENT: City of Bradenton PROJECT NO.: 40859000-563000-24518 PROJECT MANAGER: Kim Clayback

ENGINEER: Jones Edmunds & Associates, Inc. PROJECT NO.: 01890-004-01 PROJECT MANAGER: Sean Menard

ENGINEER: ASRus, LLC. PROJECT NO.: COB-21-001 PROJECT MANAGER: Pete Larkin

CONTRACTOR: Poole & Kent Company of Florida PROJECT NO.: 23707 PROJECT MANAGER: Kyle Jackson

PROJECT NAME: Bradenton WRF 4th Clarifier

DATE OF ISSUANCE: March 6, 2026 EFFECTIVE DATE: Once City of Bradenton fully executes

The Contract Documents are modified as follows upon execution of this Change Order.

CHANGE IN CONTRACT PRICE:

Original Contract Price:

$ 15,908,210.00

Increase from previously approved Change Orders No. 1 to No. 05:

$ 757,294.00

Contract Price prior to this Change Order:

$ 16,665,504.00

Increase of this Change Order:

$ 404,361.00

Contract Price incorporating this Change Order:

$ 17,069,865.00

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☒ Calendar days

Notice to Proceed: 10/11/2023

Substantial Completion (days *and* date): 551 days - 4/14/2025

Ready for final payment (days *and* date): 580 days -5/13/2025

Increase from previously approved Change Orders No. 1 to No. 05:

Substantial completion (days): 351 days

Ready for final payment (days): 351 days

Contract Times prior to this Change Order:

Substantial completion (days or date): 902 days – 03/31/2026

Ready for final payment (days or date): 931 days – 04/29/2026

~~Increase/Decrease~~ of this Change Order:

Substantial completion (days or date): 0 days

Ready for final payment (days or date): 0 days

Contract Times with all approved Change Orders:

Substantial completion (days or date): 902 days – 03/31/2026

Ready for final payment (days or date): 931 days – 04/29/2026

DESCRIPTION OF CHANGE (Attach additional sheets if required.)	DEDUCT	ADD
PCO 39 – RAS Flow Meter Changes		$34,630.00
PCO 41 – Clarifier Cold Tar Coating		$170,000.00
PCO 43 – Revised WAS Scum Piping		$199,731.00
SUBTOTAL		$404,361.00

SECTION 00941

Alachua | Jacksonville | Sarasota
Tampa | Titusville | Winter Haven

JonesEdmunds

ATTACHMENTS
(List documents supporting change.)

PCO 39 - RAS Flow Meter Changes
PCO 41 - Clarifier Cold Tar Coating
PCO 43 - Revised WAS Scum Piping

This Change Order is an amendment to the Contract Agreement between Contractor and the Owner, and all contract provisions shall apply unless specifically exempted. The amount and time change designated are the maximum agreed to by the Owner and the Contractor for this change. In consideration of the foregoing adjustments in contract time and contract amount, the Contractor hereby releases the Owner from all claims, demands, or causes of action arising from the transactions, events, and occurrences related to this Change Order. This written Change Order is the entire agreement between Owner and Contractor with respect to this Change Order. No other agreements or modifications shall apply to this Contract amendment unless expressly provided herein. This Change Order represents final action relating to this Change Order.

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature) David B. BuShea, Vice President
Date: 03/06/2026	Date: _____	Date: 3/16/2026

Approved by Funding Agency (if applicable):

_____ Date: _____

*Execution of this revised Change Order No. 6 does not waive Contractor's right to compensation for pending claims as previously shown on Change Order No. 6 for the following:
PCO 37 - Concrete Escalation $257,777.00
PCO 38 - Sheet Pile Rental Delays $76,637.00
PCO 42 - Splitter Box Bypass $109,256.00

*_____
David B. BuShea, Vice President
3/16/2026

AGENDA ITEM NO. 6.n

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: April 8, 2026

SUBMITTED BY: David Lindsey, Public Works & Utilities

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Grant Agreement L0151 with the Florida Department of Environmental Protection (FDEP) for the Sanitary Sewer Lining Program

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:

Grant funding will reimburse the City for the installation of cured-in-place pipe (CIPP), or equivalent, liners within existing gravity sewer mains to reduce groundwater infiltration into the wastewater collection system. The project includes cleaning and preparing identified sewer segments, installing and curing the liners, reinstating service laterals, and completing post-installation inspection and testing, including CCTV verification, to confirm proper performance. By reducing groundwater infiltration, this project will help decrease peak wet-weather flows to the City's wastewater treatment plant, minimize the potential for plant bypasses, and reduce nutrient loading, thereby supporting improved water quality in discharges to the Manatee River. This work represents a defined component of the City's broader infiltration-reduction program and will result in a fully rehabilitated portion of the gravity sewer system, with performance verified through post-construction inspection and testing, while advancing measurable progress toward the City's overall systemwide improvement efforts.

FINANCIAL IMPACT:

The grant will reimburse up to 100% of eligible project costs, not to exceed $750,000.

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by Attorney Rudacille.

SUGGESTED MOTION:
Motion to approve the Grant Agreement L0151 with the FDEP.

ATTACHMENTS:
Grant Agreement L0151 with the FDEP

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): **Bradenton Sanitary Sewer Lining Program for Infiltration/Inflow Reduction**

Agreement Number: **L0151**

2. Parties: **State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000** (Department)

Grantee Name: **City of Bradenton**

Entity Type: **Local Government**

Grantee Address: **101 Old Main Street West, Bradenton, Florida 34205**

FEID: **59-6000283-034**

(Grantee)

3. Agreement Begin Date: **July 01, 2025**

Date of Expiration: **June 30, 2029**

4. Project Number: *(If different from Agreement Number)*

Project Location(s): **Lat/Long: (27.4692, -82.6172)**

Project Description: **The Grantee will line approximately 10,000 linear feet of existing sanitary sewer piping in the Lift Station 23 service area.**

5. Total Amount of Funding: **$ 750,000.00**

Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
■ State ☐Federal	**LP, GAA LI 1555, FY 25-26, WPSPTF**	$ **750,000.00**
☐ State ☐Federal		$
☐ State ☐Federal		$
☐ Grantee Match		$
	Total Amount of Funding + Grantee Match, if any:	$ **750,000.00**

6. Department's Grant Manager

Name: **Thomas Montgomery** or successor

Address: **Florida Dept. of Environmental Protection**
3900 Commonwealth Blvd., MS 3602
Tallahassee, FL 32399-3000

Phone: **850-245-2967**

Email: **Thomas.Montgomery@FloridaDEP.gov**

Grantee's Grant Manager

Name: **David Lindsey** or successor

Address: **City of Bradenton**
888 13 Avenue East
Bradenton, Florida 34208

Phone: **941-245-1700**

Email: **David.lindsey@bradentonfl.gov**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

■ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
■ Attachment 2: Special Terms and Conditions
■ Attachment 3: Grant Work Plan
■ Attachment 4: Public Records Requirements
■ Attachment 5: Special Audit Requirements
☐ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com, in accordance with section 215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
■ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
■ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State)

☐ Exhibit H: Non-Profit Organization Compensation Form (State)	
☐ Exhibit I: Forced Labor Attestation Form	
☐ Additional Exhibits (if necessary):	
8. The following information applies to Federal Grants only and is identified in accordance with 2 CFR 200.331 (a) (1):	
Federal Award Identification Number(s) (FAIN):	
Unique Entity Identifier (UEI):	
Federal Award Date to Department:	
Federal Award Project Description:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

City of Bradenton **GRANTEE**

Grantee Name

By _____ _____

(*Authorized Signature)* Date Signed

Gene Brown, Mayor

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection **DEPARTMENT**

By _____ _____

Secretary or Designee Date Signed

Angela Knecht, Director, Division of Water Restoration Assistance

Print Name and Title of Person Signing

☑ Additional signatures attached on separate page.

DWRA Additional Signatures

_____
Thomas Montgomery DEP Grant Manager

_____
David M. Taylor, DEP QC Reviewer

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
   i. Standard Grant Agreement
   ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
   iii. Attachment 1, Standard Terms and Conditions
   iv. The Exhibits in the order designated in the Standard Grant Agreement

b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.

c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
   (1) an increase or decrease in the Agreement funding amount;
   (2) a change in Grantee's match requirements;
   (3) a change in the expiration date of the Agreement;
   (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department; and/or
   (5) any changes to the terms and conditions of the Agreement other than the specific instances enumerated below when a change order may be used.
   A change order to this Agreement may be used when:
   (1) task timelines within the current authorized Agreement period change;
   (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
   (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
   (4) fund transfers between budget categories for the purposes of meeting match requirements.
   This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.

e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the

execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subrecipients shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.

b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.

b. Invoice reduction

If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.

c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.

    i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.

ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).

b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.

c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.

d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf.

e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:

i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;

ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;

iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for invoice payments and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and

iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.

This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity.

f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.

g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Grantee meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Grantee must provide the Department with documentation that indicates the amount of state funds:

i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer.
ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Grantee's website, if Grantee maintains a website.

h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.

i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.

j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.

k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates.

l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.

b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.

c. Contractual/Subaward Costs (Subcontractors/Subrecipients). Match or reimbursement requests for payments to subcontractors/subrecipients must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts/subawards which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor/subrecipient exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing $5,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. For grants funded with federal funds, nonconsumable and/or nonexpendable personal property or equipment costing $10,000 or more purchased for the Project under a subcontract/subaward is subject to the requirements set forth in 2 CFR 200. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts/subawards that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts/subaward issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors/subrecipients.

i. For fixed-price (vendor) subcontracts/subawards, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts/subawards to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted/subawarded activities shall be supported with a copy of the subcontractor/subrecipient's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract/subaward. The Grantee may request approval from Department to award a fixed-price subcontract/subaward resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor/subrecipient. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract/subaward.

ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S., or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.

d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.

e. Direct Purchase Equipment. For grants funded fully or in part with state funds, equipment is defined as capital outlay costing $5,000 or more. For grants funded fully with federal funds, equipment is defined as capital outlay costing $10,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department and does not include any equipment purchased under the delivery of services to be completed by a subcontractor/subrecipient. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form**.**

f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.

g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor/subrecipient, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.

h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form**,** to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.

b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

a. Insurance Requirements for Subrecipients and/or Subcontractors. The Grantee shall require its subrecipients and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its subrecipients and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Subrecipients and/or subcontractors must provide proof of insurance upon request.
b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage ***prior to*** performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.

e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
d. Failure to honor any term of the Agreement;
e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
h. Failure to maintain the insurance required by this Agreement;
i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
    i. Entry of an order for relief under Title 11 of the United States Code;
    ii. The making by Grantee of a general assignment for the benefit of creditors;
    iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
    iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts

of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors/subrecipients or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY**. Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchase may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

a. The Grantee shall be fully liable for the actions of its agents, employees, partners, and subcontractors/subrecipients and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
    i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, and subcontractors/subrecipients; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
    ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.

b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.

c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.

d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of $100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to

other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts/Subawards.

a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor/subrecipient knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts/subawards with private organizations issued as a result of this Agreement.

b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:

   i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

   ii. Discriminatory Vendors. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

   iii. Antitrust Violator Vendors. A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.

   iv. Notification. The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Development, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts/subawards issued as a result of this Agreement.

b. The Grantee, its subrecipients, subcontractors and agents must also comply with the following civil rights laws and regulations:

   i. Title VI of the Civil Rights Act of 1964 as amended (prohibiting discrimination in federally assisted programs on the basis of race, color, or national origin in the delivery of services or benefits);

ii. Section 13 of the 1972 Amendment to the Federal Water Pollution Control Act (prohibiting discrimination on the basis of sex in the delivery of services or benefits under the Federal Water Pollution Control Act as amended);
iii. Section 504 of the Rehabilitation Act of 1973 (prohibiting discrimination in federally assisted programs on the basis of disability, both in employment and in the delivery of services and benefits);
iv. Age Discrimination Act of 1975 (prohibiting discrimination in federally assisted programs on the basis of age in the delivery of services or benefits);
v. 40 C.F.R. Part 7, (implementing Title VI of the Civil Rights Act of 1964, Section 13 of the 1972 Amendments to the Federal Water Pollution Control Act, and Section 504 of the Rehabilitation Act of 1973);
vi. Florida Civil Rights Act of 1992 (Title XLIV Chapter 760, Sections 760.01, 760.11 and 509.092, F.S.), including Part I, chapter 760, F.S. (prohibiting discrimination on the basis of race, color, religion, sex, pregnancy, national origin, age, handicap, or marital status).

c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.
This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
b. All manufactured products used in the project are produced in the United States-this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

a. Signage Requirements

a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a "project funded by President Biden's Bipartisan Infrastructure Law" or "project funded by President Biden's Inflation Reduction Act" as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at: https://www.epa.gov/invest/investing-america-signage.

b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted or subawarded, Grantee shall similarly require each subcontractor/subrecipient to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: http://dos.myflorida.com/library-archives/records-management/general-records-schedules/).

29. Audits.

a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its subrecipients and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its subrecipients and/or subcontractors, respectively.

b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:

i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.

c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: https:\\apps.fldfs.com\fsaa.

d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.

e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.
ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting/Subawards.

a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.

b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor/subrecipient, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor/subrecipient, or agent.
d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract/subaward. The Department shall not be liable to any subcontractor/subrecipient for any expenses or liabilities incurred under any subcontract/subaward, and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract/subaward.
e. The Department will not deny Grantee's employees, subcontractors/subrecipients, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
f. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Development at (850) 487-0915.
g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor/subrecipient at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s)/subrecipient(s), and without the fault or negligence of either, unless the subcontracted/subawarded products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract/subaward, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors/Subrecipients and Agents.

All Grantee employees, subcontractors/subrecipients, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors/subrecipients, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for

the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Disclosure of Gifts from Foreign Sources.

If the value of the grant under this Agreement is $100,000 or more, Grantee shall disclose to Department any current or prior interest of, any contract with, or any grant or gift received from a foreign country of concern, as defined in section 286.101, F.S., if such interest, contract, or grant or gift has a value of $50,000 or more and such interest existed at any time or such contract or grant or gift was received or in force at any time during the previous 5 years. Such disclosure shall include the name and mailing address of the disclosing entity, the amount of the contract or grant or gift or the value of the interest disclosed, the applicable foreign country of concern and, if applicable, the date of termination of the contract or interest, the date of receipt of the grant or gift, and the name of the agent or controlled entity that is the source or interest holder. If the disclosure requirement is applicable as described above, then within 1 year before applying for any grant, Grantee must also provide a copy of such disclosure to the Department of Financial Services.

41. Food Commodities.

To the extent authorized by federal law, the Department, its grantees, contractors and subcontractors/subrecipients shall give preference to food commodities grown or produced in this state when purchasing food commodities, including farm products as defined in section 823.14, F.S., of any class, variety, or use thereof in their natural state or as processed by a farm operation or processor for the purpose of marketing such product.

42. Anti-human Trafficking.

If the Grantee is a nongovernmental entity, the Grantee must provide the Department with an affidavit signed by an officer or a representative of the Grantee under penalty of perjury attesting that the Grantee does not use coercion for labor or services as defined in section 787.06, F.S.

43. Iron and Steel for Public Works Projects.

If this Agreement funds a "public works project" as defined in section 255.0993, F.S., or the purchase of materials to be used in a public works project, any iron or steel permanently incorporated in the Project must be "produced in the United States," as defined in section 255.0993, F.S. This requirement does not apply if the Department determines that any of the following circumstances apply to the Project:

(1) iron or steel products produced in the United States are not produced in sufficient quantities, reasonably available, or of satisfactory quality;
(2) the use of iron or steel products produced in the United States will increase the total cost of the project by more than twenty percent (20%); or
(3) complying with this requirement is inconsistent with the public interest.

Further, this requirement does not prevent the Contractor's minimal use of foreign steel and iron materials if:

(1) such materials are incidental or ancillary to the primary product and are not separately identified in the project specifications; and
(2) the "cost" of such materials, as defined in section 255.0993, F.S., does not exceed one-tenth of one percent (1%) of the total Project Cost under this Agreement or $2,500, whichever is greater.

Electrical components, equipment, systems, and appurtenances, including supports, covers, shielding, and other appurtenances related to an electrical system that are necessary for operation or concealment (excepting transmission and distribution poles) are not considered to be iron or steel products and are, therefore, exempt from the requirements of this paragraph.

This provision shall be applied in a manner consistent with and may not be construed to impair the state's obligations under any international agreement.

44. Complete and Accurate information.

Grantee represents and warrants that all statements and information provided to DEP are current, complete, and accurate. This includes all statements and information in this Grant, as well as its Attachments and Exhibits.

45. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. L0151

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.
The Project funded under this Agreement is the Bradenton Sanitary Sewer Lining Program for Infiltration/Inflow Reduction. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.
a. Reimbursement Period. The reimbursement period for this Agreement is the same as the term of the Agreement.
b. Extensions. There are extensions available for this Project.
c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.
a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
b. Invoicing. Invoicing will occur as indicated in Attachment 3.
c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.
Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

Reimbursement	Match	Category
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual/Subaward (Subcontractors/Subrecipients)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.
No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.
There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements
There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements
Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy

maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be $250,000 for each occurrence and $500,000 policy aggregate.

b. Commercial Automobile Insurance.
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.
The Grantee shall comply with the workers' compensation requirements of Chapter 440, F.S.

d. Other Insurance. None.

9. Quality Assurance Requirements.
There are no special Quality Assurance requirements under this Agreement.

10. Retainage.
No retainage is required under this Agreement.

11. Subcontracting/Subawards.
The Grantee may subcontract/subaward work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts/subawards pursuant to this Agreement, which require prior approval. Regardless of any subcontract/subaward, the Grantee is ultimately responsible for all work to be performed under this Agreement. Upon request by the Department's Grant Manager, the Grantee will submit a copy of the executed subcontract.

12. State-owned Land.
The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.
The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@floridaDEP.gov.

14. Common Carrier.

a. Applicable to contracts/subawards with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor/Subrecipient must also fill out and return PUR 1808 before contract/subaward execution. If Contractor/Subrecipient is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this Agreement immediately if Contractor/Subrecipient is found to be in violation of the law or the attestation in PUR 1808.

b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Financial Assistance and Payment of Invoices to Rural Communities or Rural Areas of Opportunity
This agreement does not provide federal or state financial assistance to a county or municipality that is a rural community or rural area of opportunity as those terms are defined in s. 288.0656(2).

16. Additional Terms.
None.

ATTACHMENT 3
GRANT WORK PLAN

PROJECT TITLE: Bradenton Sanitary Sewer Lining Program for Infiltration/Inflow Reduction

PROJECT LOCATION: The Project will be located in the City of Bradenton within Manatee County; Lat/Long (27.4692, -82.6172).

PROJECT BACKGROUND: More than half of the City of Bradenton (Grantee) lift stations and their associated collection systems were built prior to 1970 with pre-1970 construction methods. This includes vitrified clay pipes (VCP) that are subject to cracking as the water table moves up and down with the seasons and brick manholes that lose mortar and are prone to infiltration at a much greater degree than precast manholes. The goal of this project is to continue the Grantee's efforts to reduce the amount of groundwater infiltration entering the city's gravity sewer collection system by installing liners to prevent groundwater from entering the sewer mains. The reduction of groundwater infiltration will also reduce peak wet weather flows to the city's wastewater treatment plant, by minimizing the potential for plant bypasses and reduce nutrient loads to the plant thereby improving the water quality discharged to the Manatee River.

PROJECT DESCRIPTION: The Grantee will line approximately 10,000 linear feet (LF) of existing sanitary sewer piping in the Lift Station 23 service area.

TASKS: All documentation should be submitted electronically unless otherwise indicated and should be submitted prior to the expiration of the grant agreement.

Task 1: Infrastructure Installation

Deliverables: The Grantee will install approximately 10,000 LF of sanitary sewer pipe lining in accordance with the final schematic pipe lining layout. Project management activities, including field engineering services, construction observation and inspections, site meetings with construction contractor(s) and design professionals, and overall construction coordination and supervision, are eligible under this task.

Documentation: The Grantee will submit: 1) a copy of the final schematic pipelining layout; 2) a signed summary of activities completed for the period of work covered in the payment request, using the format provided by the Department's Grant Manager. Upon request by the Department's Grant Manager, the Grantee will provide additional supporting documentation relating to this task.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, a payment request may be processed.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below. For payment requests that include Contractual Services, the Grantee shall provide documentation of the procurement process, as consistent with Attachment 1, Section 9.c.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Infrastructure Installation	Contractual Services	$750,000	07/01/2025	12/31/2028
		Total:	$750,000		

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements

Attachment 4

1. **Public Records.**

a. If the Agreement exceeds $35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.

b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. **Additional Public Records Duties of Section 119.0701, F.S., If Applicable.**
For the purposes of this paragraph, the term "contract" means the "Agreement." If Grantee is a "contractor" as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

a. Keep and maintain Public Records required by Department to perform the service.

b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.

d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.

e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department's custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT'S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: **(850) 245-2118**
Email: public.services@floridadep.gov
Mailing Address: **Department of Environmental Protection**
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)

Attachment 5

The administration of resources awarded by the Department of Environmental Protection *(which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient *(which may be referred to as the "Recipient", "Grantee" or other name in the agreement)* may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends $1,000,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.

2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.

3. A recipient that expends less than $1,000,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than $1,000,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from non-federal entities).

4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at https://sam.gov/content/assistance-listings.

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(1)(n), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and the current Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and the current Rules of the Auditor General.

3. If the recipient expends less than $750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than $750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).

4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at https://apps.fldfs.com/fsaa for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at http://www.leg.state.fl.us/Welcome/index.cfm, State of Florida's website at http://www.myflorida.com/, Department of Financial Services' Website at https://www.myfloridacfo.com/ and the Auditor General's Website at http://www.myflorida.com/audgen/.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512

   A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at http://harvester.census.gov/facweb/

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

A. The Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (http://flauditor.gov/) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:
Audit Director
Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:
FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and the current Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or the current Rules of the Auditor

General, should indicate the date and time the reporting package was delivered to the recipient and any correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.:(eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year[1]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original	Florida Department of Environmental Protection	2025-2026	37.039	Statewide Water Quality Restoration Projects – LI 1555	$750,000	149950
State Program B	State Awarding Agency	State Fiscal Year[2]	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	$750,000	

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [https://sam.gov/content/assistance-listings] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

[1] Subject to change by Change Order.
[2] Subject to change by Change Order.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit A
Progress Report Form

The current **Exhibit A, Progress Report Form** for this grant can be found on the Department's website at this link:

https://floridadep.gov/wra/wra/documents/progress-report-form

Please use the most current form found on the website, linked above, for each progress report submitted for this project.

STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION

Exhibit C
Payment Request Summary Form

The **Payment Request Summary Form** for this grant can be found on our website at this link:

https://floridadep.gov/wra/wra/documents/payment-request-summary-form

Please use the most current form found on the website, linked above, for each payment request.

AGENDA ITEM NO. 6.o

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: April 8, 2026

SUBMITTED BY: Erin Jones, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Agreements for Public Works and Utilities Capital Improvement Project Management Services with AlfKa, LLC; CPH Consulting, LLC; NorthStar Contracting Group, Inc.; V and A Consulting Engineers; and Woodard and Curran, Inc.

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
On November 26, 2025, City of Bradenton advertised Request for Qualifications (RFQ) 26-014EJ to select firms to provide Capital Improvement Project Management Services for Public Works and Utilities Projects. Notice of this RFQ was made through OpenGov. 22,284 vendors were notified, 1,763 vendors viewed the solicitation, and 10 vendors submitted an offer. On January 22, 2026, a three-member evaluation committee reviewed and scored each of the proposals based on the ability of professional personnel, proposer's past performance and experience, and project approach. Following scoring, five (5) proposers were shortlisted to participate in a presentation and question and answer session on February 2, 2026. After the presentation and question and answer session with each of the firms, the Committee reconvened, deemed all firms qualified to perform the services, and ranked the proposer for the Library rotation. A Notice of Recommend Award (NORA) for AlfKa, LLC; CPH Consulting, LLC; NorthStar Contracting Group, Inc., V and A Consulting Engineers, and Woodard & Curran, Inc., was approved on February 3, 2026. Purchasing is now bringing forward the resulting contracts.

FINANCIAL IMPACT:
Funding encumbered a the time of work assignment issuance.

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed and approved by Attorney Rudacille.

SUGGESTED MOTION:
Motion to approve Agreements for Public Works and Utilities Capital Improvement Project Management Services with AlfKa LLC; CPH Consulting, LLC; NorthStar Contracting Group, Inc., V and A Consulting Engineers, and Woodard & Curran, Inc.

ATTACHMENTS:
Agreement for Public Works and Utilities Capital Project Management Services with AlfKa LLC
Agreement for Public Works and Utilities Capital Project Management Services with CPH Consulting, LLC
Agreement for Public Works and Utilities Capital Project Management Services with NorthStar Contracting Group, Inc.
Agreement for Public Works and Utilities Capital Project Management Services with V and A Consulting Engineers
Agreement for Public Works and Utilities Capital Project Management Services with Woodard and Curran, Inc.

AGREEMENT FOR
PUBLIC WORKS AND UTILITIES CAPITAL IMPROVEMENT PROJECT MANAGEMENT SERVICES

THIS AGREEMENT (the "Agreement") is made and entered into as of the date of execution by both parties, by and between the **City of Bradenton**, a political subdivision of the State of Florida (the "City"), and **AlfKA LLC,** a Florida limited liability company (the "Consultant").

WITNESSETH

WHEREAS, the City required a Consultant to provide Public Works and Utilities Capital Improvement Project Management Services; and

WHEREAS, the City issued Request for Qualifications (RFQ) #26-014EJ on November 26, 2025 (the "Solicitation"); and

WHEREAS, the City evaluated the proposals in accordance with §287.055, F.S.; and

WHEREAS, the Consultant has reviewed the services required pursuant to this Agreement and is qualified, willing, and able to provide and perform all such services in accordance with its terms; and

WHEREAS, the parties desire to enter into a contract setting forth the terms and conditions of their agreement.

NOW, THEREFORE, the City and the Consultant, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, do agree as follows:

I. AGREEMENT DOCUMENTS AND SCOPE OF CONSULTANT'S SERVICES

The Scope of Services, Key Personnel, and Hourly Rates are attached hereto, and the Solicitation (including all attachments thereto) and the Consultant's Proposal are made part hereof by this reference, and the terms and provisions contained therein shall be incorporated into this Agreement as if fully stated herein (the documents attached hereto, this Agreement, and any Purchase Order(s) hereinafter issued pursuant to this Agreement shall be collectively referred to herein as the "Agreement Documents"). To the extent there is conflict among the terms and provisions of the Agreement Documents, the order of precedence shall be the order in which the Agreement Documents are listed below:

1. Contract and any addenda;
2. General Terms and Conditions;
3. Scope of Services;
4. Key Personnel;
5. Hourly Rate;
6. Purchase Order(s);
7. Solicitation; and
8. Consultant's Proposal.

The Consultant agrees to diligently provide all materials, services, and labor for Public Works and Utilities Capital Improvement Project Management Services in accordance with the Scope of Services, attached as Exhibit A, incorporated herein (the "Services").

II. TERM

This Agreement shall commence immediately upon execution by both the City and the Consultant and shall continue for an initial period of three (3) years. The Agreement may be renewed for up to two (2) additional one-year periods by written Agreement of both parties.

III. WORK ASSIGNMENTS

A. Consultant shall be engaged to perform specific work through the issuance of a negotiated work assignment ("Work Assignment").

B. Consultant acknowledges that the City has entered into multiple agreements with various firms (collectively with Consultant, the "Firms") for the Services and Work Assignments shall be issued on a rotational basis.

1. Work Assignments shall be issued in accordance with §287.055(2)(g). F.S
2. For each services category identified in the Scope of Services (the "Service Categories"), Purchasing will place the Firms in the City's professional services library in the order they are ranked, with the highest scoring Firm placed in the first position in the rotation.
3. As each Work Assignment is identified, the next Firm in the rotation will be offered the opportunity to negotiate that Work Assignment with the City's Administrative Agent.
4. Should a Firm decline a Work Assignment, fail to respond, or be unable to reach a satisfactory fee negotiation with the City within a reasonable time frame, the City will contact the next Firm on the list until the Work Assignment is successfully negotiated.
    1. Firms will have the option of rejecting one (1) Work Assignment within each Service Category within a twelve-month period without penalty. A second Work Assignment rejection within a Service Category during any twelve-month period will cause the Firm to be skipped in the rotation for the subsequent Work Assignment within the Service Category. A Firm who rejects three (3) Work Assignments (or is unable to satisfactorily negotiate three (3) Work Assignments) in any twelve-month period will be removed from the Service Category.
    2. Firms wishing to reject a Work Assignment for any reason must provide a rejection notification document in form and substance satisfactory to the City. A copy of this form must be provided to Purchasing by the City's Administrative Agent.
5. After notification by the City, the Consultant and City shall negotiate a scope of work, time schedule, and budget for performance of the work. When the scope of work, time schedule and budget are mutually agreeable, the Work Assignment shall be executed by the parties.

C. Consultants will identify and provide qualifications of sub-consultants during the Work Assignment negotiations. The City reserves the right to review and approve all sub-consultants identified in the Work Assignment prior to execution of the Work Assignment.

D. Amendments to Work Assignments shall reference original Work Assignment scope and all items as detailed in section III.B.5 to which they relate. No amendment to a Work

Assignment is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

E. If the City's Administrative Agent requires the Consultant to perform additional services related to a Work Assignment, then the Consultant shall be entitled to additional compensation based on the Hourly Rate, as amended, to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Agreement by written amendment. The City shall not pay for any additional services or work performed prior to the execution of a written amendment to the Work Assignment.

F. Notwithstanding the preceding, in the event additional services or work are required as a result of error, omission, or negligence of the Consultant, the Consultant shall not be entitled to additional compensation for such additional services or work.

G. Notwithstanding the foregoing, the City reserves the right, in its sole discretion, to disregard the rotation in any Service Category and select ("direct select") a specific firm to perform the required services.

IV. TERMINATION OF WORK ASSIGNMENTS

The City shall have the right at any time to terminate a Work Assignment. In that event, the Consultant shall cease work and shall deliver to the City all documents (including reports, designs, specifications, and all other data) prepared or obtained by the Consultant in connection with the Work Assignment. The City shall, upon receipt of the aforesaid documents, pay to the Consultant and the Consultant shall accept as full payment for its services, a sum of money equal to (1) the fee for each completed and accepted task as shown in the Work Assignment, plus (2) the fee for the percentage of the work completed in any authorized but completed task, less (3) all previous payments made for the same task.

V. COMPENSATION AND PAYMENT OF CONSULTANT'S SERVICE

A. Each Work Assignment shall include all profit, direct and indirect labor costs, personnel related costs, overhead and administrative costs, travel related out-of-pocket expenses and costs, and all other costs which are necessary to provide the services as outlined in this Agreement. Mark-up for sub-contracted services shall not exceed 10% of actual cost.

B. Consultant acknowledges and agrees that no minimum amount of work is guaranteed under this Agreement and City may elect to issue no purchase orders. If a purchase order is issued, the City reserves the right to amend, reduce or cancel the purchase order in its sole discretion.

C. Consultant represents and warrants that wage rates and other factual unit costs supporting the compensation relative to this Agreement shall be accurate, complete, and current at the time of entering into this Agreement. The amounts set forth in the Agreement will be adjusted to exclude any significant sums by which the Contract Price was increased where the City determines such increase is due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such adjustments must be made within one year following completion of the Agreement.

D. The City's performance and obligations to pay under this Agreement is contingent up on an appropriation of lawfully available funds by the City Council. The City shall promptly notify the

Consultant if the necessary appropriation is not made.

VI. METHOD OF PAYMENT

A. The City shall pay the Consultant in accordance with the Local Government Prompt Payment Act set forth in §218.70, et seq. F.S., upon receipt of the Consultant's invoice and written approval of same by the City's Administrative Agent indicating that the Services have been rendered in conformity with this Agreement.

B. The Consultant shall submit invoices for payment to the address indicated on the purchase order for the Services completed. The invoices shall set forth the charges for the completed Services in accordance with the Hourly Rates attached hereto and incorporated herein.

The Consultant's invoices shall be in a form satisfactory to the City. The Consultant is responsible for providing all necessary documentation that may be required by the City.

VII. LIABILITY OF CONSULTANT

A. The Consultant shall save, defend, indemnify and hold harmless the City from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Consultant arising out of or in any way connected with the Consultant or subcontractor's performance or failure to perform under the terms of this Agreement.

B. This section shall survive the termination or expiration of this Agreement.

VIII. CONSULTANT'S INSURANCE

Consultant shall procure and maintain insurance as specified in the Solicitation.

IX. RESPONSIBILITIES OF THE CONSULTANT

A. Consultant acknowledges that it is familiar with the requirements of the Agreement Documents, and that it will perform the Services as required.

B. The Consultant agrees to respond to communication from the City within three (3) working days unless a shorter response time is specified by the City.

C. The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all reports, designs, specifications, other documents and data used or produced by or at the behest of the Consultant under this Agreement. The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in its reports, designs, specifications, other documents and data.

D. The Consultant warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Consultant) to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.

E. Consultant agrees that it and its employees shall communicate with City employees and

members of the public in a civil manner. All aspects of a Consultant's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Agreement in accordance with the provisions contained herein.

F. The Consultant shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

G. The Consultant shall maintain books, records, documents, and other evidence directly pertaining to or connected with the Services under this Agreement which shall be available and accessible at the Consultant's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives. Such records shall be retained for a minimum of five (5) fiscal years (From October to September) after completion of the Services.

H. The Consultant shall notify the City's Administrative Agent at least one (1) day in advance of any meeting between the Consultant and any City Council Member, regulatory agency or private citizen relating to this Agreement.

I. The Consultant is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. The Consultant is not an employee, agent or servant of the City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Consultant sole direction, supervision and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all aspects the Consultant's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. Consultant shall be solely responsible for providing benefits and insurance to its employees.

J. The Consultant understands and acknowledges that pursuant to Ch. 934, F.S., Security of Communications; Surveillance, the City DOES NOT CONSENT to the interception and/or disclosure of its oral, wire, or electronic communications. Accordingly, the Consultant warrants it will not utilize nor deploy any electronic, mechanical, or other device (including bots, Artificial Intelligence, or similar software) to record, transcribe, or monitor any such communication during any non-public, in-person or virtual meetings between itself and the City. Consultant activities contrary to this warranty may constitute a felony under Ch. 934, implicate Ch. 119, F.S., Public Records, and/or constitute a material breach of this section and/or other section(s) of this Agreement (e.g. Records Retention, Audits, Ethics, Compliance, and Civility). Only duly authorized City personnel may grant an exception to this prohibition on a case-by-case basis.

X. OWNERSHIP, USE AND FORMATTING OF WORK PRODUCTS

A. It is understood and agreed that the work products, including reports, designs, specifications, other documents and data developed by the Consultant in connection with the Services shall be delivered to, and shall become the property of the City upon acceptance by the City. The Consultant hereby assigns all its copyright and other proprietary interests in the products of this Agreement to the City. Specific written authority is required from the City's Administrative Agent for the Consultant to use any of the work products of this Agreement on any non-City

project.

B. Notwithstanding the above, any reuse of the work products by the City on other projects will be at the risk of the City.

C. The City records all land-related changes and/or activities in a Geographic Information System (GIS), the applicable version of which shall be stated in the scope. Therefore, all GIS or Computer Aided Drafting (CAD) formatted data created or modified in support of a project will be provided to the City as a project deliverable for inclusion into the City's GIS, at no additional cost. GIS data files submitted in support of a project must adhere to City GIS standards, and CAD drawings submitted must adhere to City CAD standards.

D. Computer systems and databases used for providing the documents necessary to this Agreement shall be compatible with existing City systems. City PCs run the latest version of the Windows operating system and Windows-based compatible software. Additional details regarding City technology and system may be obtained by contacting the City's Information Technology Department.

XI. FORCE MAJEURE; PERFORMANCE OF CONSULTANT'S PERSONNEL

A. Time is of the essence in the performance of this Agreement. The Consultant specifically agrees that all work performed under the terms and conditions of this Agreement shall be completed within the time limits as set forth herein, or as otherwise identified in the Agreement Documents or as specified by the City's Administrative Agent, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

B. The Consultant shall ensure that all key personnel, support personnel, and other agents as identified in Exhibit B are fully qualified and capable to perform their assigned tasks. Any changes or substitution to the Consultant's key personnel must receive the City's Administrative Agent's written approval before said changes or substitution can become effective.

XII. OBLIGATIONS OF THE CITY

A. The City's Administrative Agent is designated to do all things necessary to properly administer the terms and conditions of this Agreement, including, but not limited to:

1. Review of all Consultant payment requests for approval or rejection; and
2. Periodic reviews of the work of the Consultant as necessary for the completion of the Consultant's services during the period of this Agreement.

B. The City shall not provide any services to the Consultant in connection with any claim brought on behalf of or against the Consultant.

XIII. TERMINATION

A. The City shall have the right at any time upon thirty (30) calendar days' written notice to the Consultant to terminate the Services of the Consultant for convenience. In the event of

termination pursuant to this paragraph, the City shall pay to the Consultant and the Consultant shall accept as full payment for its Services, a sum of money equal to the work completed in any commenced but incomplete Services.

B. Any failure of the Consultant to satisfy the requirements of this Agreement, as documented by the Administrative Agent, shall be considered a default of the Agreement and sufficient reason for termination.

   1. For defaults that are curable (as determined solely by the City), the Consultant shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification.

   2. For defaults that are not curable (as determined solely by the City), notice of the termination date shall be given as deemed appropriate by the City.

C. In the event the City's termination of this Agreement for default is in any way deficient, at the option of the City such termination may be deemed to be a termination for convenience pursuant to Section XII.A. above.

D. The parties may mutually agree to terminate this Agreement. Such termination shall be evidenced by a notice issued by the City. In the event of termination pursuant to this paragraph, the City shall pay to the Consultant, and the Consultant shall accept as full payment for its Services, a sum of money equal to the work completed in any commenced but incomplete Services.

E. In the event that the Consultant has abandoned performance under this Agreement, then the City may terminate this Agreement upon three (3) calendar days' written notice to the Consultant indicating its intention to do so. Payment for work performed prior to the Consultant's abandonment shall be as stated in paragraph XII.D. above. Consultant shall have one hundred and eighty (180) days from the effective date of such termination to submit invoices. Invoices submitted more than one hundred and eighty (180) days after the effective date of such termination may not be accepted for payment.

F. The Consultant shall have the right to terminate Services only in the event of the City failing to pay the Consultant's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Administrative Agent.

G. The City reserves the right to terminate and cancel this Agreement in the event the Consultant shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors.

H. After consultation with and written notice to the Consultant providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to:

   1. The quality of a portion, or all, of the Consultant's work not performed in accordance with the requirements of this Agreement;

   2. The quantity of the Consultant's work not delivered or performed as represented in the Consultant's Payment Request, or otherwise;

   3. Claims made, or likely to be made, against the City or its property;

   4. Damages to the City or a third party caused by the Consultant;

   5. The Consultant's failure or refusal to perform any obligation under this Agreement.

XIV. STOP WORK ORDER

A. The City's Administrative Agent, may at any time, by written order to the Consultant, require the Consultant to stop all or any part of the work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Consultant. Upon receipt of such as order, the Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Consultant shall not resume work unless specifically so directed in writing by the City. Before the stop work order expires unless it is extended, the Administrative Agent shall take one of the following actions:

1. Cancel the stop work order; or
2. Terminate the work covered by the order; or
3. Terminate this Agreement in accordance with the provisions contained in Section XIV.A.

B. In the event the City elects not to direct the Consultant to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XIV.A. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not direct the Consultant to resume work within ninety (90) days, the Consultant may terminate this Agreement.

XV. DISPUTE RESOLUTION

A. To the extent Chapter 558, F.S. is applicable, the parties expressly opt out of the requirements of Chapter 558, F.S., within the meaning of §558.005(1), F.S.

B. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Manatee County, Florida, with the parties sharing equally in the cost of such mediation.

C. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

D. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Manatee County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

E. The parties hereby waive all rights to trial by jury for any litigation concerning this Agreement.

F. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.

G. Unless otherwise agreed in writing, the Consultant shall be required to continue its service and all other obligations under this Agreement during the pendency of any claim or dispute including, but not limited to, the actual period of mediation or judicial proceeding.

XVI. PUBLIC RECORDS

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

City of Bradenton
City Clerk
101 Old Main Street
Bradenton, FL 34205

Phone: 941-932-9400
Email: Cityclerk@Cityofbradenton.com

XVII. MISCELLANEOUS

A. The Agreement Documents constitute the sole and complete understanding between the parties and supersede all other Agreements between them, whether oral or written with respect to the subject matter. No amendment, change order or addendum to the Agreement Documents is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

B. The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.

C. The parties hereto do not intend, nor shall this Agreement be construed, to grant any rights, privileges, or interest to any third party.

D. If the Consultant is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

E. The Consultant shall not assign or transfer any rights, interests, or obligations under this Agreement (whether by novation or otherwise) without the prior written consent of the City, except that claims for the money due or to become due to the Consultant from the City under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the City. Written notice of any such transfer or assignment due to bankruptcy shall be promptly given to the City.

F. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

G. The failure of any party hereto to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of such party's rights or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

H. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be unaffected thereby and shall remain valid and enforceable as to each party.

I. The parties covenant and agree that each is duly authorized to enter into and perform this

Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

J. Neither the City's review, approval or acceptance of, nor payment for, the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement.

K. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies available at law or in equity.

L. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

M. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the address below:

Consultant's Representative:		City's Administrative Agent:	
Name:	Luis Cely, PE, PMP	Name:	Anthony Benitez
Title:	Manager	Title:	Executive Utilities Project Administrator
Address:	400 North Tampa Street, Suite 1440	Address:	888 13th Ave. E.
	Tampa, FL 33602		Bradenton, FL 34208
Telephone:	813-544-2866	Telephone:	941-708-6354
E-Mail:	alfredo@alfka.com	E-Mail:	Anthony.Benitez@bradentonFL.gov

With a copy to:
Blalock Walters, P.A.
Attn: Scott E. Rudacille, Esq.
802 11th Street West
Bradenton, Florida 34205
srudacille@blalockwalters.com

N. Any change in the City's Administrative Agent or the Consultant's Representative will be promptly communicated in writing by the party making the change.

O. Paragraph headings are for convenience of the parties and for reference purposes only and shall be given no legal effect.

P. The Solicitation and all attachments and addenda thereto are hereby incorporated in the Agreement by this reference.

Consultant and City acknowledge having read and understood this Agreement and hereby agree to be bound by its terms and conditions.

AGREEMENT FOR
PUBLIC WORKS AND UTILITIES CAPITAL IMPROVEMENT PROJECT MANAGEMENT SERVICES

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the date last written below.

ALFKA LLC

By: _____

Print Name: LUIS CELY
(Title of Authorized Representative)

Date: 02/24/2026

Title: MANAGER

CITY OF BRADENTON

By: _____
GENE BROWN
Mayor

Date: _____

ATTEST:

By: _____
TAMARA MELTON
City Clerk

Approved as to form:

By: _____
SCOTT E. RUDACILLE
City Attorney

EXHIBIT A
SCOPE OF SERVICES

I. Contract Management

A. Proposer will work as an extension of City's Project Management staff and shall be assigned projects pertaining to the planning, design and construction services of the City's Capital Improvement Program. These services may include but not be limited to the following:

1. Assist in the selection, negotiation and contracting of design and construction professionals.
2. Managing the contractual obligations between the City and contracted parties, including but not limited to design professionals, construction managers and General Contractors
3. Ensure that contracts are upheld and administered appropriately to ensure the successful execution of the projects.
4. Provide expertise in risk mitigation and project oversight.
5. Act as the City's advocate to ensure that applicable codes and regulations are being followed and considered throughout the term of the projects.
6. Assist the City with obtaining necessary documentation, forms, or permitting to stay abreast of industry standards to maintain compliance with laws and regulations.
7. Facilitate effective communication and coordination among all project stakeholders including City user departments.
8. Assist as a grant administrator, ensuring the project is completed to the grant requirements for reimbursement.

II. Cost and Quality Control

A. Enforce effective cost-control processes by working closely with the project teams and stakeholders to implement value-engineering and effective savings strategies.

B. Maintain high-quality standards throughout the entirety of the projects. This may include the implementation of quality control measures, periodic inspections, process improvement plans, and consistent communication to address any deficiencies that contradict the approved plans or compromise the integrity of the projects.

C. Review design documents and permit comment responses to ensure assigned projects are completed within budget and meet the City's standards for performance of Capital Projects.

III. Schedule Management

A. Assist in the planning for procurement of construction services.

B. Ensure timely completion of the projects by developing realistic, yet aggressive timelines for completion, if applicable.

C. Address specific milestones, track development against benchmarked standards, and advise the City on scheduling issues that may cause delays or project setbacks.

D. Minimize scheduling risks and develop respective contingency plans so tasks are completed as planned.

IV. Construction Coordination and Oversight

A. Attend construction phase meetings and advise City on project status and any issues that arise.

B. Review pay apps for completed and stored items. The City will have final approval of all pay apps.

C. Maintain constant communication with all related stakeholders and make decisions on bid documents, contractor selection, and qualification factors, if appliable.

D. Maintain an on-site presence at the job sites to ensure oversight of contractors and suppliers.

E. Be available during regularly scheduled business hours for any meetings regarding the projects with the City, or contracted team. Provide updates as needed.

F. Provides public outreach meetings and notifications for the project.

V. Project Closeout

A. Administer the project close-outs by ensuring all contractual obligations have been met and that no outstanding deliverables or deficiencies remain.

VI. Other Related Work

A. Any other related work determined by the City

EXHIBIT B
KEY PERSONNEL

TITLE	PERSONNEL NAME
Program Manager	Alfredo Cely, PE, PMP
Chief Project Manager	Leo Guim, PE
Senior Project Manager	Jorge Pena, PE
Senior Project Manager	Diana Ramirez, PE
Project Manager	Artem Khaybullin, PMP
Associate Project Manager	Gabriel Oliveira, EI
Engineering Technician	Mutsa Kurisa
Engineering Technician	Bryan Montalvo
Senior Engineering Designer	Joshua Davila
Senior Engineering Designer	John Mera
Engineering Designer	Fabiola Graterol
Utility Coordinator	Cindy Rullan, PMP
Senior Data Scientist	Asad Elmagarhe, PhD

EXHIBIT C
HOURLY RATES

TITLE	HOURLY RATE
Program Manager	$ 330.00
Chief Project Manager	$ 297.00
Senior Project Manager	$ 270.00
Project Manager	$ 195.00
Associate Project Manager	$ 150.00
Senior Engineering Designer	$ 180.00
Engineering Designer	$ 144.00
Engineering Technician	$ 135.00
Utility Coordinator	$ 120.00
Senior Data Scientist	$ 225.00

AGREEMENT FOR
PUBLIC WORKS AND UTILITIES CAPITAL IMPROVEMENT PROJECT MANAGEMENT SERVICES

THIS AGREEMENT (the "Agreement") is made and entered into as of the date of execution by both parties, by and between the **City of Bradenton**, a political subdivision of the State of Florida (the "City"), and **CPH Consulting, LLC**, a Florida limited liability company (the "Consultant").

WITNESSETH

WHEREAS, the City required a Consultant to provide Public Works and Utilities Capital Improvement Project Management Services; and

WHEREAS, the City issued Request for Qualifications (RFQ) #26-014EJ on November 26, 2025 (the "Solicitation"); and

WHEREAS, the City evaluated the proposals in accordance with §287.055, F.S.; and

WHEREAS, the Consultant has reviewed the services required pursuant to this Agreement and is qualified, willing, and able to provide and perform all such services in accordance with its terms; and

WHEREAS, the parties desire to enter into a contract setting forth the terms and conditions of their agreement.

NOW, THEREFORE, the City and the Consultant, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, do agree as follows:

I. AGREEMENT DOCUMENTS AND SCOPE OF CONSULTANT'S SERVICES

The Scope of Services, Key Personnel, and Hourly Rates are attached hereto, and the Solicitation (including all attachments thereto) and the Consultant's Proposal are made part hereof by this reference, and the terms and provisions contained therein shall be incorporated into this Agreement as if fully stated herein (the documents attached hereto, this Agreement, and any Purchase Order(s) hereinafter issued pursuant to this Agreement shall be collectively referred to herein as the "Agreement Documents"). To the extent there is conflict among the terms and provisions of the Agreement Documents, the order of precedence shall be the order in which the Agreement Documents are listed below:

1. Contract and any addenda;
2. General Terms and Conditions;
3. Scope of Services;
4. Key Personnel;
5. Hourly Rate;
6. Purchase Order(s);
7. Solicitation; and
8. Consultant's Proposal.

The Consultant agrees to diligently provide all materials, services, and labor for Public Works and Utilities Capital Improvement Project Management Services in accordance with the Scope of Services, attached as Exhibit A, incorporated herein (the "Services").

II. TERM

This Agreement shall commence immediately upon execution by both the City and the Consultant and shall continue for an initial period of three (3) years. The Agreement may be renewed for up to two (2) additional one-year periods by written Agreement of both parties.

III. WORK ASSIGNMENTS

A. Consultant shall be engaged to perform specific work through the issuance of a negotiated work assignment ("Work Assignment").

B. Consultant acknowledges that the City has entered into multiple agreements with various firms (collectively with Consultant, the "Firms") for the Services and Work Assignments shall be issued on a rotational basis.

1. Work Assignments shall be issued in accordance with §287.055(2)(g). F.S
2. For each services category identified in the Scope of Services (the "Service Categories"), Purchasing will place the Firms in the City's professional services library in the order they are ranked, with the highest scoring Firm placed in the first position in the rotation.
3. As each Work Assignment is identified, the next Firm in the rotation will be offered the opportunity to negotiate that Work Assignment with the City's Administrative Agent.
4. Should a Firm decline a Work Assignment, fail to respond, or be unable to reach a satisfactory fee negotiation with the City within a reasonable time frame, the City will contact the next Firm on the list until the Work Assignment is successfully negotiated.
    1. Firms will have the option of rejecting one (1) Work Assignment within each Service Category within a twelve-month period without penalty. A second Work Assignment rejection within a Service Category during any twelve-month period will cause the Firm to be skipped in the rotation for the subsequent Work Assignment within the Service Category. A Firm who rejects three (3) Work Assignments (or is unable to satisfactorily negotiate three (3) Work Assignments) in any twelve-month period will be removed from the Service Category.
    2. Firms wishing to reject a Work Assignment for any reason must provide a rejection notification document in form and substance satisfactory to the City. A copy of this form must be provided to Purchasing by the City's Administrative Agent.
5. After notification by the City, the Consultant and City shall negotiate a scope of work, time schedule, and budget for performance of the work. When the scope of work, time schedule and budget are mutually agreeable, the Work Assignment shall be executed by the parties.

C. Consultants will identify and provide qualifications of sub-consultants during the Work Assignment negotiations. The City reserves the right to review and approve all sub-consultants identified in the Work Assignment prior to execution of the Work Assignment.

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Assignment is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

E. If the City's Administrative Agent requires the Consultant to perform additional services related to a Work Assignment, then the Consultant shall be entitled to additional compensation based on the Hourly Rate, as amended, to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Agreement by written amendment. The City shall not pay for any additional services or work performed prior to the execution of a written amendment to the Work Assignment.

F. Notwithstanding the preceding, in the event additional services or work are required as a result of error, omission, or negligence of the Consultant, the Consultant shall not be entitled to additional compensation for such additional services or work.

G. Notwithstanding the foregoing, the City reserves the right, in its sole discretion, to disregard the rotation in any Service Category and select ("direct select") a specific firm to perform the required services.

IV. TERMINATION OF WORK ASSIGNMENTS

The City shall have the right at any time to terminate a Work Assignment. In that event, the Consultant shall cease work and shall deliver to the City all documents (including reports, designs, specifications, and all other data) prepared or obtained by the Consultant in connection with the Work Assignment. The City shall, upon receipt of the aforesaid documents, pay to the Consultant and the Consultant shall accept as full payment for its services, a sum of money equal to (1) the fee for each completed and accepted task as shown in the Work Assignment, plus (2) the fee for the percentage of the work completed in any authorized but completed task, less (3) all previous payments made for the same task.

V. COMPENSATION AND PAYMENT OF CONSULTANT'S SERVICE

A. Each Work Assignment shall include all profit, direct and indirect labor costs, personnel related costs, overhead and administrative costs, travel related out-of-pocket expenses and costs, and all other costs which are necessary to provide the services as outlined in this Agreement. Mark-up for sub-contracted services shall not exceed 10% of actual cost.

B. Consultant acknowledges and agrees that no minimum amount of work is guaranteed under this Agreement and City may elect to issue no purchase orders. If a purchase order is issued, the City reserves the right to amend, reduce or cancel the purchase order in its sole discretion.

C. Consultant represents and warrants that wage rates and other factual unit costs supporting the compensation relative to this Agreement shall be accurate, complete, and current at the time of entering into this Agreement. The amounts set forth in the Agreement will be adjusted to exclude any significant sums by which the Contract Price was increased where the City determines such increase is due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such adjustments must be made within one year following completion of the Agreement.

D. The City's performance and obligations to pay under this Agreement is contingent up on an

appropriation of lawfully available funds by the City Council. The City shall promptly notify the Consultant if the necessary appropriation is not made.

VI. METHOD OF PAYMENT

A. The City shall pay the Consultant in accordance with the Local Government Prompt Payment Act set forth in §218.70, et seq. F.S., upon receipt of the Consultant's invoice and written approval of same by the City's Administrative Agent indicating that the Services have been rendered in conformity with this Agreement.

B. The Consultant shall submit invoices for payment to the address indicated on the purchase order for the Services completed. The invoices shall set forth the charges for the completed Services in accordance with the Hourly Rates attached hereto and incorporated herein. The Consultant's invoices shall be in a form satisfactory to the City. The Consultant is responsible for providing all necessary documentation that may be required by the City.

VII. LIABILITY OF CONSULTANT

A. The Consultant shall indemnify and hold harmless the City, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the contract.

B. This section shall survive the termination or expiration of this Agreement.

VIII. CONSULTANT'S INSURANCE

Consultant shall procure and maintain insurance as specified in the Solicitation.

IX. RESPONSIBILITIES OF THE CONSULTANT

A. Consultant acknowledges that it is familiar with the requirements of the Agreement Documents, and that it will perform the Services as required.

B. The Consultant agrees to respond to communication from the City within three (3) working days unless a shorter response time is specified by the City.

C. The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all reports, designs, specifications, other documents and data used or produced by or at the behest of the Consultant under this Agreement. The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in its reports, designs, specifications, other documents and data.

D. The Consultant warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Consultant) to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.

E. Consultant agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Consultant's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Agreement in accordance with the provisions contained herein.

F. The Consultant shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

G. The Consultant shall maintain books, records, documents, and other evidence directly pertaining to or connected with the Services under this Agreement which shall be available and accessible at the Consultant's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives. Such records shall be retained for a minimum of five (5) fiscal years (From October to September) after completion of the Services.

H. The Consultant shall notify the City's Administrative Agent at least one (1) day in advance of any meeting between the Consultant and any City Council Member, regulatory agency or private citizen relating to this Agreement.

I. The Consultant is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. The Consultant is not an employee, agent or servant of the City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Consultant sole direction, supervision and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all aspects the Consultant's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. Consultant shall be solely responsible for providing benefits and insurance to its employees.

J. The Consultant understands and acknowledges that pursuant to Ch. 934, F.S., Security of Communications; Surveillance, the City DOES NOT CONSENT to the interception and/or disclosure of its oral, wire, or electronic communications. Accordingly, the Consultant warrants it will not utilize nor deploy any electronic, mechanical, or other device (including bots, Artificial Intelligence, or similar software) to record, transcribe, or monitor any such communication during any non-public, in-person or virtual meetings between itself and the City. Consultant activities contrary to this warranty may constitute a felony under Ch. 934, implicate Ch. 119, F.S., Public Records, and/or constitute a material breach of this section and/or other section(s) of this Agreement (e.g. Records Retention, Audits, Ethics, Compliance, and Civility). Only duly authorized City personnel may grant an exception to this prohibition on a case-by-case basis.

X. OWNERSHIP, USE AND FORMATTING OF WORK PRODUCTS

A. It is understood and agreed that the work products, including reports, designs, specifications, other documents and data developed by the Consultant in connection with the Services shall be delivered to, and shall become the property of the City upon acceptance by the City. The Consultant hereby assigns all its copyright and other proprietary interests in the products of

this Agreement to the City. Specific written authority is required from the City's Administrative Agent for the Consultant to use any of the work products of this Agreement on any non-City project.

B. Notwithstanding the above, any reuse of the work products by the City on other projects will be at the risk of the City.

C. The City records all land-related changes and/or activities in a Geographic Information System (GIS), the applicable version of which shall be stated in the scope. Therefore, all GIS or Computer Aided Drafting (CAD) formatted data created or modified in support of a project will be provided to the City as a project deliverable for inclusion into the City's GIS, at no additional cost. GIS data files submitted in support of a project must adhere to City GIS standards, and CAD drawings submitted must adhere to City CAD standards.

D. Computer systems and databases used for providing the documents necessary to this Agreement shall be compatible with existing City systems. City PCs run the latest version of the Windows operating system and Windows-based compatible software. Additional details regarding City technology and system may be obtained by contacting the City's Information Technology Department.

XI. FORCE MAJEURE; PERFORMANCE OF CONSULTANT'S PERSONNEL

A. Time is of the essence in the performance of this Agreement. The Consultant specifically agrees that all work performed under the terms and conditions of this Agreement shall be completed within the time limits as set forth herein, or as otherwise identified in the Agreement Documents or as specified by the City's Administrative Agent, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

B. The Consultant shall ensure that all key personnel, support personnel, and other agents as identified in Exhibit B are fully qualified and capable to perform their assigned tasks. Any changes or substitution to the Consultant's key personnel must receive the City's Administrative Agent's written approval before said changes or substitution can become effective.

XII. OBLIGATIONS OF THE CITY

A. The City's Administrative Agent is designated to do all things necessary to properly administer the terms and conditions of this Agreement, including, but not limited to:

1. Review of all Consultant payment requests for approval or rejection; and
2. Periodic reviews of the work of the Consultant as necessary for the completion of the Consultant's services during the period of this Agreement.

B. The City shall not provide any services to the Consultant in connection with any claim brought on behalf of or against the Consultant.

XIII. TERMINATION

A. The City shall have the right at any time upon thirty (30) calendar days' written notice to the Consultant to terminate the Services of the Consultant for convenience. In the event of termination pursuant to this paragraph, the City shall pay to the Consultant and the Consultant shall accept as full payment for its Services, a sum of money equal to the work completed in any commenced but incomplete Services.

B. Any failure of the Consultant to satisfy the requirements of this Agreement, as documented by the Administrative Agent, shall be considered a default of the Agreement and sufficient reason for termination.

    1. For defaults that are curable (as determined solely by the City), the Consultant shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification.

    2. For defaults that are not curable (as determined solely by the City), notice of the termination date shall be given as deemed appropriate by the City.

C. In the event the City's termination of this Agreement for default is in any way deficient, at the option of the City such termination may be deemed to be a termination for convenience pursuant to Section XII.A. above.

D. The parties may mutually agree to terminate this Agreement. Such termination shall be evidenced by a notice issued by the City. In the event of termination pursuant to this paragraph, the City shall pay to the Consultant, and the Consultant shall accept as full payment for its Services, a sum of money equal to the work completed in any commenced but incomplete Services.

E. In the event that the Consultant has abandoned performance under this Agreement, then the City may terminate this Agreement upon three (3) calendar days' written notice to the Consultant indicating its intention to do so. Payment for work performed prior to the Consultant's abandonment shall be as stated in paragraph XII.D. above. Consultant shall have one hundred and eighty (180) days from the effective date of such termination to submit invoices. Invoices submitted more than one hundred and eighty (180) days after the effective date of such termination may not be accepted for payment.

F. The Consultant shall have the right to terminate Services only in the event of the City failing to pay the Consultant's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Administrative Agent.

G. The City reserves the right to terminate and cancel this Agreement in the event the Consultant shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors.

H. After consultation with and written notice to the Consultant providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to:

    1. The quality of a portion, or all, of the Consultant's work not performed in accordance with the requirements of this Agreement;

    2. The quantity of the Consultant's work not delivered or performed as represented in the Consultant's Payment Request, or otherwise;

3. Claims made, or likely to be made, against the City or its property;
4. Damages to the City or a third party caused by the Consultant;
5. The Consultant's failure or refusal to perform any obligation under this Agreement.

XIV. STOP WORK ORDER

A. The City's Administrative Agent, may at any time, by written order to the Consultant, require the Consultant to stop all or any part of the work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Consultant. Upon receipt of such as order, the Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Consultant shall not resume work unless specifically so directed in writing by the City. Before the stop work order expires unless it is extended, the Administrative Agent shall take one of the following actions:

1. Cancel the stop work order; or
2. Terminate the work covered by the order; or
3. Terminate this Agreement in accordance with the provisions contained in Section XIV.A.

B. In the event the City elects not to direct the Consultant to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XIV.A. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not direct the Consultant to resume work within ninety (90) days, the Consultant may terminate this Agreement.

XV. DISPUTE RESOLUTION

A. To the extent Chapter 558, F.S. is applicable, the parties expressly opt out of the requirements of Chapter 558, F.S., within the meaning of §558.005(1), F.S.

B. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Manatee County, Florida, with the parties sharing equally in the cost of such mediation.

C. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

D. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Manatee County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

E. The parties hereby waive all rights to trial by jury for any litigation concerning this Agreement.

F. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.

G. Unless otherwise agreed in writing, the Consultant shall be required to continue its service and all other obligations under this Agreement during the pendency of any claim or dispute including, but not limited to, the actual period of mediation or judicial proceeding.

XVI. PUBLIC RECORDS

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

City of Bradenton
City Clerk
101 Old Main Street
Bradenton, FL 34205

Phone: 941-932-9400
Email: Cityclerk@Cityofbradenton.com

XVII. MISCELLANEOUS

A. The Agreement Documents constitute the sole and complete understanding between the parties and supersede all other Agreements between them, whether oral or written with respect to the subject matter. No amendment, change order or addendum to the Agreement Documents is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

B. The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.

C. The parties hereto do not intend, nor shall this Agreement be construed, to grant any rights, privileges, or interest to any third party.

D. If the Consultant is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

E. The Consultant shall not assign or transfer any rights, interests, or obligations under this Agreement (whether by novation or otherwise) without the prior written consent of the City, except that claims for the money due or to become due to the Consultant from the City under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the City. Written notice of any such transfer or assignment due to bankruptcy shall be promptly given to the City.

F. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

G. The failure of any party hereto to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of such party's rights or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

H. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be unaffected thereby and shall remain valid and enforceable as to each party.

I. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

J. Neither the City's review, approval or acceptance of, nor payment for, the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement.

K. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies available at law or in equity.

L. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

M. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the address below:

Consultant's Representative:

Name: John Lenti
Title: Principal Architect
Address: 5601 Mariner St, Suite 105
Tampa, FL 33609
Telephone: 813-288-0233
E-Mail: jlenti@cphcorp.com

City's Administrative Agent:

Name: Anthony Benitez
Title: Executive Utilities Project Administrator
Address: 888 13th Ave. E.
Bradenton, FL 34208
Telephone: 941-708-6354
E-Mail: Anthony.Benitez@bradentonFL.gov

With a copy to:
Blalock Walters, P.A.
Attn: Scott E. Rudacille, Esq.
802 11th Street West
Bradenton, Florida 34205
srudacille@blalockwalters.com

N. Any change in the City's Administrative Agent or the Consultant's Representative will be promptly communicated in writing by the party making the change.

O. Paragraph headings are for convenience of the parties and for reference purposes only and shall be given no legal effect.

P. The Solicitation and all attachments and addenda thereto are hereby incorporated in the Agreement by this reference.

AGREEMENT FOR
PUBLIC WORKS AND UTILITIES CAPITAL IMPROVEMENT PROJECT MANAGEMENT SERVICES

Consultant and City acknowledge having read and understood this Agreement and hereby agree to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the date last written below.

CPH CONSULTING, LLC

By: _____

Print Name: John Lenti
(Title of Authorized Representative)

Date: 2/24/2026

Title: Program Manager - Community Development

CITY OF BRADENTON

By: _____
GENE BROWN
Mayor

Date: _____

ATTEST:

By: _____
TAMARA MELTON
City Clerk

Approved as to form:

By: _____
SCOTT E. RUDACILLE
City Attorney

EXHIBIT A
SCOPE OF SERVICES

I. Contract Management

A. Proposer will work as an extension of City's Project Management staff and shall be assigned projects pertaining to the planning, design and construction services of the City's Capital Improvement Program. These services may include but not be limited to the following:

1. Assist in the selection, negotiation and contracting of design and construction professionals.
2. Managing the contractual obligations between the City and contracted parties, including but not limited to design professionals, construction managers and General Contractors
3. Ensure that contracts are upheld and administered appropriately to ensure the successful execution of the projects.
4. Provide expertise in risk mitigation and project oversight.
5. Act as the City's advocate to ensure that applicable codes and regulations are being followed and considered throughout the term of the projects.
6. Assist the City with obtaining necessary documentation, forms, or permitting to stay abreast of industry standards to maintain compliance with laws and regulations.
7. Facilitate effective communication and coordination among all project stakeholders including City user departments.
8. Assist as a grant administrator, ensuring the project is completed to the grant requirements for reimbursement.

II. Cost and Quality Control

A. Enforce effective cost-control processes by working closely with the project teams and stakeholders to implement value-engineering and effective savings strategies.

B. Maintain high-quality standards throughout the entirety of the projects. This may include the implementation of quality control measures, periodic inspections, process improvement plans, and consistent communication to address any deficiencies that contradict the approved plans or compromise the integrity of the projects.

C. Review design documents and permit comment responses to ensure assigned projects are completed within budget and meet the City's standards for performance of Capital Projects.

III. Schedule Management

A. Assist in the planning for procurement of construction services.

B. Ensure timely completion of the projects by developing realistic, yet aggressive timelines for completion, if applicable.

C. Address specific milestones, track development against benchmarked standards, and advise the City on scheduling issues that may cause delays or project setbacks.

D. Minimize scheduling risks and develop respective contingency plans so tasks are completed as planned.

IV. Construction Coordination and Oversight

A. Attend construction phase meetings and advise City on project status and any issues that arise.

B. Review pay apps for completed and stored items. The City will have final approval of all pay apps.

C. Maintain constant communication with all related stakeholders and make decisions on bid documents, contractor selection, and qualification factors, if appliable.

D. Maintain an on-site presence at the job sites to ensure oversight of contractors and suppliers.

E. Be available during regularly scheduled business hours for any meetings regarding the projects with the City, or contracted team. Provide updates as needed.

F. Provides public outreach meetings and notifications for the project.

V. Project Closeout

A. Administer the project close-outs by ensuring all contractual obligations have been met and that no outstanding deliverables or deficiencies remain.

VI. Other Related Work

A. Any other related work determined by the City

EXHIBIT B
KEY PERSONNEL

TITLE	PERSONNEL NAME
Principal	Nikhel Jindal
Principal	David Mahler
Project Manager III	Rodeny “Chip” Smith
Project Manager III	Mimi Falcon
Project Manager III	Alejandro Meija
Project Manager III	Forrest
Project Manager IV	Justin Reck
Project Manager IV	Alfonso Suarez
Project Manager V	Kyle Bechtelheimer
Project Manager V	John Lenti
Project Manager V	Kurt Luman
Project Manager V	Jay Morris
Project Manager V	Casie Brown
Project Manager V	Lucida Xu

EXHIBIT C
HOURLY RATES

TITLE	HOURLY RATE
Project Manager I	$215.00
Project Manager II	$245.00
Project Manager III	$270.00
Project Manager IV	$295.00
Project Manager V	$310.00
Engineer I	$205.00
Engineer II	$230.00
Engineer III	$240.00
Engineer IV	$265.00
Engineer V	$285.00
Architect I	$185.00
Architect II	$210.00
Architect III	$235.00
Architect IV	$270.00
Architect V	$285.00
Landscape Architect I	$185.00
Landscape Architect II	$205.00
Landscape Architect III	$235.00
Designer I	$160.00
Designer II	$175.00
Designer III	$200.00
Designer IV	$215.00
Designer V	$235.00
Scientist I	$140.00
Scientist II	$170.00
Scientist III	$220.00
Coordinator I	$155.00
Coordinator II	$175.00
Coordinator III	$190.00
Planner I	$185.00
Planner II	$205.00
Planner III	$235.00

TITLE	HOURLY RATE
GIS Analyst I	$130.00
GIS Analyst II	$145.00
GIS Analyst III	$160.00
CADD I	$120.00
CADD II	$135.00
Principal I	$360.00
Administrative I	$100.00
Administrative II	$110.00
Administrative III	$130.00
Administrative IV	$140.00
Administrative V	$175.00
Intern I	$80.00
Intern II	$95.00
Graphic Designer I	$160.00
Graphic Designer II	$170.00
Graphic Designer III	$185.00
Construction Manager I	$220.00
Construction Rep I	$155.00
Construction Rep II	$180.00
Construction Rep III	$195.00
Surveyor I	$185.00
Surveyor II	$205.00
Surveyor III	$235.00
Crew Chief	$135.00
Instrument Operator	$110.00
Survey Crew - 3 Man	$360.00
Survey Crew - 2 Man	$335.00
Survey Crew - 1 Man	$260.00
GPS Crew I	$185.00
GPS Crew II	$260.00

AGREEMENT FOR
PUBLIC WORKS AND UTILITIES CAPITAL IMPROVEMENT PROJECT MANAGEMENT SERVICES

THIS AGREEMENT (the "Agreement") is made and entered into as of the date of execution by both parties, by and between the **City of Bradenton**, a political subdivision of the State of Florida (the "City"), and **NorthStar Contracting Group, Inc.,** a Florida corporation (the "Consultant").

WITNESSETH

WHEREAS, the City required a Consultant to provide Public Works and Utilities Capital Improvement Project Management Services; and

WHEREAS, the City issued Request for Qualifications (RFQ) #26-014EJ on November 26, 2025 (the "Solicitation"); and

WHEREAS, the City evaluated the proposals in accordance with §287.055, F.S.; and

WHEREAS, the Consultant has reviewed the services required pursuant to this Agreement and is qualified, willing, and able to provide and perform all such services in accordance with its terms; and

WHEREAS, the parties desire to enter into a contract setting forth the terms and conditions of their agreement.

NOW, THEREFORE, the City and the Consultant, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, do agree as follows:

I. AGREEMENT DOCUMENTS AND SCOPE OF CONSULTANT'S SERVICES

The Scope of Services, Key Personnel, and Hourly Rates are attached hereto, and the Solicitation (including all attachments thereto) and the Consultant's Proposal are made part hereof by this reference, and the terms and provisions contained therein shall be incorporated into this Agreement as if fully stated herein (the documents attached hereto, this Agreement, and any Purchase Order(s) hereinafter issued pursuant to this Agreement shall be collectively referred to herein as the "Agreement Documents"). To the extent there is conflict among the terms and provisions of the Agreement Documents, the order of precedence shall be the order in which the Agreement Documents are listed below:

1. Contract and any addenda;
2. General Terms and Conditions;
3. Scope of Services;
4. Key Personnel;
5. Hourly Rate;
6. Purchase Order(s);
7. Solicitation; and
8. Consultant's Proposal.

The Consultant agrees to diligently provide all materials, services, and labor for Public Works and Utilities Capital Improvement Project Management Services in accordance with the Scope of Services, attached as Exhibit A, incorporated herein (the "Services").

AGREEMENT FOR
PUBLIC WORKS AND UTILITIES CAPITAL IMPROVEMENT PROJECT MANAGEMENT SERVICES

II. TERM

This Agreement shall commence immediately upon execution by both the City and the Consultant and shall continue for an initial period of three (3) years. The Agreement may be renewed for up to two (2) additional one-year periods by written Agreement of both parties.

III. WORK ASSIGNMENTS

A. Consultant shall be engaged to perform specific work through the issuance of a negotiated work assignment ("Work Assignment").

B. Consultant acknowledges that the City has entered into multiple agreements with various firms (collectively with Consultant, the "Firms") for the Services and Work Assignments shall be issued on a rotational basis.

1. Work Assignments shall be issued in accordance with §287.055(2)(g). F.S

2. For each services category identified in the Scope of Services (the "Service Categories"), Purchasing will place the Firms in the City's professional services library in the order they are ranked, with the highest scoring Firm placed in the first position in the rotation.

3. As each Work Assignment is identified, the next Firm in the rotation will be offered the opportunity to negotiate that Work Assignment with the City's Administrative Agent.

4. Should a Firm decline a Work Assignment, fail to respond, or be unable to reach a satisfactory fee negotiation with the City within a reasonable time frame, the City will contact the next Firm on the list until the Work Assignment is successfully negotiated.

    1. Firms will have the option of rejecting one (1) Work Assignment within each Service Category within a twelve-month period without penalty. A second Work Assignment rejection within a Service Category during any twelve-month period will cause the Firm to be skipped in the rotation for the subsequent Work Assignment within the Service Category. A Firm who rejects three (3) Work Assignments (or is unable to satisfactorily negotiate three (3) Work Assignments) in any twelve-month period will be removed from the Service Category.

    2. Firms wishing to reject a Work Assignment for any reason must provide a rejection notification document in form and substance satisfactory to the City. A copy of this form must be provided to Purchasing by the City's Administrative Agent.

5. After notification by the City, the Consultant and City shall negotiate a scope of work, time schedule, and budget for performance of the work. When the scope of work, time schedule and budget are mutually agreeable, the Work Assignment shall be executed by the parties.

C. Consultants will identify and provide qualifications of sub-consultants during the Work Assignment negotiations. The City reserves the right to review and approve all sub-consultants identified in the Work Assignment prior to execution of the Work Assignment.

D. Amendments to Work Assignments shall reference original Work Assignment scope and all items as detailed in section III.B.5 to which they relate. No amendment to a Work

Assignment is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

E. If the City's Administrative Agent requires the Consultant to perform additional services related to a Work Assignment, then the Consultant shall be entitled to additional compensation based on the Hourly Rate, as amended, to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Agreement by written amendment. The City shall not pay for any additional services or work performed prior to the execution of a written amendment to the Work Assignment.

F. Notwithstanding the preceding, in the event additional services or work are required as a result of error, omission, or negligence of the Consultant, the Consultant shall not be entitled to additional compensation for such additional services or work.

G. Notwithstanding the foregoing, the City reserves the right, in its sole discretion, to disregard the rotation in any Service Category and select ("direct select") a specific firm to perform the required services.

IV. TERMINATION OF WORK ASSIGNMENTS

The City shall have the right at any time to terminate a Work Assignment. In that event, the Consultant shall cease work and shall deliver to the City all documents (including reports, designs, specifications, and all other data) prepared or obtained by the Consultant in connection with the Work Assignment. The City shall, upon receipt of the aforesaid documents, pay to the Consultant and the Consultant shall accept as full payment for its services, a sum of money equal to (1) the fee for each completed and accepted task as shown in the Work Assignment, plus (2) the fee for the percentage of the work completed in any authorized but completed task, less (3) all previous payments made for the same task.

V. COMPENSATION AND PAYMENT OF CONSULTANT'S SERVICE

A. Each Work Assignment shall include all profit, direct and indirect labor costs, personnel related costs, overhead and administrative costs, travel related out-of-pocket expenses and costs, and all other costs which are necessary to provide the services as outlined in this Agreement. Mark-up for sub-contracted services shall not exceed 10% of actual cost.

B. Consultant acknowledges and agrees that no minimum amount of work is guaranteed under this Agreement and City may elect to issue no purchase orders. If a purchase order is issued, the City reserves the right to amend, reduce or cancel the purchase order in its sole discretion.

C. Consultant represents and warrants that wage rates and other factual unit costs supporting the compensation relative to this Agreement shall be accurate, complete, and current at the time of entering into this Agreement. The amounts set forth in the Agreement will be adjusted to exclude any significant sums by which the Contract Price was increased where the City determines such increase is due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such adjustments must be made within one year following completion of the Agreement.

D. The City's performance and obligations to pay under this Agreement is contingent up on an appropriation of lawfully available funds by the City Council. The City shall promptly notify the

Consultant if the necessary appropriation is not made.

VI. METHOD OF PAYMENT

A. The City shall pay the Consultant in accordance with the Local Government Prompt Payment Act set forth in §218.70, et seq. F.S., upon receipt of the Consultant's invoice and written approval of same by the City's Administrative Agent indicating that the Services have been rendered in conformity with this Agreement.

B. The Consultant shall submit invoices for payment to the address indicated on the purchase order for the Services completed. The invoices shall set forth the charges for the completed Services in accordance with the Hourly Rates attached hereto and incorporated herein.

The Consultant's invoices shall be in a form satisfactory to the City. The Consultant is responsible for providing all necessary documentation that may be required by the City.

VII. LIABILITY OF CONSULTANT

A. The Consultant shall save, defend, indemnify and hold harmless the City from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Consultant arising out of or in any way connected with the Consultant or subcontractor's performance or failure to perform under the terms of this Agreement.

B. This section shall survive the termination or expiration of this Agreement.

VIII. CONSULTANT'S INSURANCE

Consultant shall procure and maintain insurance as specified in the Solicitation.

IX. RESPONSIBILITIES OF THE CONSULTANT

A. Consultant acknowledges that it is familiar with the requirements of the Agreement Documents, and that it will perform the Services as required.

B. The Consultant agrees to respond to communication from the City within three (3) working days unless a shorter response time is specified by the City.

C. The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all reports, designs, specifications, other documents and data used or produced by or at the behest of the Consultant under this Agreement. The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in its reports, designs, specifications, other documents and data.

D. The Consultant warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Consultant) to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.

E. Consultant agrees that it and its employees shall communicate with City employees and

members of the public in a civil manner. All aspects of a Consultant's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Agreement in accordance with the provisions contained herein.

F. The Consultant shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

G. The Consultant shall maintain books, records, documents, and other evidence directly pertaining to or connected with the Services under this Agreement which shall be available and accessible at the Consultant's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives. Such records shall be retained for a minimum of five (5) fiscal years (From October to September) after completion of the Services.

H. The Consultant shall notify the City's Administrative Agent at least one (1) day in advance of any meeting between the Consultant and any City Council Member, regulatory agency or private citizen relating to this Agreement.

I. The Consultant is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. The Consultant is not an employee, agent or servant of the City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Consultant sole direction, supervision and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all aspects the Consultant's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. Consultant shall be solely responsible for providing benefits and insurance to its employees.

J. The Consultant understands and acknowledges that pursuant to Ch. 934, F.S., Security of Communications; Surveillance, the City DOES NOT CONSENT to the interception and/or disclosure of its oral, wire, or electronic communications. Accordingly, the Consultant warrants it will not utilize nor deploy any electronic, mechanical, or other device (including bots, Artificial Intelligence, or similar software) to record, transcribe, or monitor any such communication during any non-public, in-person or virtual meetings between itself and the City. Consultant activities contrary to this warranty may constitute a felony under Ch. 934, implicate Ch. 119, F.S., Public Records, and/or constitute a material breach of this section and/or other section(s) of this Agreement (e.g. Records Retention, Audits, Ethics, Compliance, and Civility). Only duly authorized City personnel may grant an exception to this prohibition on a case-by-case basis.

X. OWNERSHIP, USE AND FORMATTING OF WORK PRODUCTS

A. It is understood and agreed that the work products, including reports, designs, specifications, other documents and data developed by the Consultant in connection with the Services shall be delivered to, and shall become the property of the City upon acceptance by the City. The Consultant hereby assigns all its copyright and other proprietary interests in the products of this Agreement to the City. Specific written authority is required from the City's Administrative Agent for the Consultant to use any of the work products of this Agreement on any non-City

project.

B. Notwithstanding the above, any reuse of the work products by the City on other projects will be at the risk of the City.

C. The City records all land-related changes and/or activities in a Geographic Information System (GIS), the applicable version of which shall be stated in the scope. Therefore, all GIS or Computer Aided Drafting (CAD) formatted data created or modified in support of a project will be provided to the City as a project deliverable for inclusion into the City's GIS, at no additional cost. GIS data files submitted in support of a project must adhere to City GIS standards, and CAD drawings submitted must adhere to City CAD standards.

D. Computer systems and databases used for providing the documents necessary to this Agreement shall be compatible with existing City systems. City PCs run the latest version of the Windows operating system and Windows-based compatible software. Additional details regarding City technology and system may be obtained by contacting the City's Information Technology Department.

XI. FORCE MAJEURE; PERFORMANCE OF CONSULTANT'S PERSONNEL

A. Time is of the essence in the performance of this Agreement. The Consultant specifically agrees that all work performed under the terms and conditions of this Agreement shall be completed within the time limits as set forth herein, or as otherwise identified in the Agreement Documents or as specified by the City's Administrative Agent, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

B. The Consultant shall ensure that all key personnel, support personnel, and other agents as identified in Exhibit C are fully qualified and capable to perform their assigned tasks. Any changes or substitution to the Consultant's key personnel must receive the City's Administrative Agent's written approval before said changes or substitution can become effective.

XII. OBLIGATIONS OF THE CITY

A. The City's Administrative Agent is designated to do all things necessary to properly administer the terms and conditions of this Agreement, including, but not limited to:

1. Review of all Consultant payment requests for approval or rejection; and
2. Periodic reviews of the work of the Consultant as necessary for the completion of the Consultant's services during the period of this Agreement.

B. The City shall not provide any services to the Consultant in connection with any claim brought on behalf of or against the Consultant.

XIII. TERMINATION

A. The City shall have the right at any time upon thirty (30) calendar days' written notice to the Consultant to terminate the Services of the Consultant for convenience. In the event of

termination pursuant to this paragraph, the City shall pay to the Consultant and the Consultant shall accept as full payment for its Services, a sum of money equal to the work completed in any commenced but incomplete Services.

B. Any failure of the Consultant to satisfy the requirements of this Agreement, as documented by the Administrative Agent, shall be considered a default of the Agreement and sufficient reason for termination.

   1. For defaults that are curable (as determined solely by the City), the Consultant shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification.

   2. For defaults that are not curable (as determined solely by the City), notice of the termination date shall be given as deemed appropriate by the City.

C. In the event the City's termination of this Agreement for default is in any way deficient, at the option of the City such termination may be deemed to be a termination for convenience pursuant to Section XII.A. above.

D. The parties may mutually agree to terminate this Agreement. Such termination shall be evidenced by a notice issued by the City. In the event of termination pursuant to this paragraph, the City shall pay to the Consultant, and the Consultant shall accept as full payment for its Services, a sum of money equal to the work completed in any commenced but incomplete Services.

E. In the event that the Consultant has abandoned performance under this Agreement, then the City may terminate this Agreement upon three (3) calendar days' written notice to the Consultant indicating its intention to do so. Payment for work performed prior to the Consultant's abandonment shall be as stated in paragraph XIV.D. above. Consultant shall have one hundred and eighty (180) days from the effective date of such termination to submit invoices. Invoices submitted more than one hundred and eighty (180) days after the effective date of such termination may not be accepted for payment.

F. The Consultant shall have the right to terminate Services only in the event of the City failing to pay the Consultant's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Administrative Agent.

G. The City reserves the right to terminate and cancel this Agreement in the event the Consultant shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors.

H. After consultation with and written notice to the Consultant providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to:

   1. The quality of a portion, or all, of the Consultant's work not performed in accordance with the requirements of this Agreement;

   2. The quantity of the Consultant's work not delivered or performed as represented in the Consultant's Payment Request, or otherwise;

   3. Claims made, or likely to be made, against the City or its property;

   4. Damages to the City or a third party caused by the Consultant;

   5. The Consultant's failure or refusal to perform any obligation under this Agreement.

XIV. STOP WORK ORDER

A. The City's Administrative Agent, may at any time, by written order to the Consultant, require the Consultant to stop all or any part of the work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Consultant. Upon receipt of such as order, the Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Consultant shall not resume work unless specifically so directed in writing by the City. Before the stop work order expires unless it is extended, the Administrative Agent shall take one of the following actions:

1. Cancel the stop work order; or
2. Terminate the work covered by the order; or
3. Terminate this Agreement in accordance with the provisions contained in Section XIV.A.

B. In the event the City elects not to direct the Consultant to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XIV.A. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not direct the Consultant to resume work within ninety (90) days, the Consultant may terminate this Agreement.

XV. DISPUTE RESOLUTION

A. To the extent Chapter 558, F.S. is applicable, the parties expressly opt out of the requirements of Chapter 558, F.S., within the meaning of §558.005(1), F.S.

B. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Manatee County, Florida, with the parties sharing equally in the cost of such mediation.

C. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

D. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Manatee County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

E. The parties hereby waive all rights to trial by jury for any litigation concerning this Agreement.

F. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.

G. Unless otherwise agreed in writing, the Consultant shall be required to continue its service and all other obligations under this Agreement during the pendency of any claim or dispute including, but not limited to, the actual period of mediation or judicial proceeding.

XVI. PUBLIC RECORDS

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

City of Bradenton
City Clerk
101 Old Main Street
Bradenton, FL 34205

Phone: **941-932-9400**
Email: Cityclerk@Cityofbradenton.com

XVII. MISCELLANEOUS

A. The Agreement Documents constitute the sole and complete understanding between the parties and supersede all other Agreements between them, whether oral or written with respect to the subject matter. No amendment, change order or addendum to the Agreement Documents is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

B. The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.

C. The parties hereto do not intend, nor shall this Agreement be construed, to grant any rights, privileges, or interest to any third party.

D. If the Consultant is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

E. The Consultant shall not assign or transfer any rights, interests, or obligations under this Agreement (whether by novation or otherwise) without the prior written consent of the City, except that claims for the money due or to become due to the Consultant from the City under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the City. Written notice of any such transfer or assignment due to bankruptcy shall be promptly given to the City.

F. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

G. The failure of any party hereto to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of such party's rights or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

H. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be unaffected thereby and shall remain valid and enforceable as to each party.

I. The parties covenant and agree that each is duly authorized to enter into and perform this

Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

J. Neither the City's review, approval or acceptance of, nor payment for, the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement.

K. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies available at law or in equity.

L. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

M. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the address below:

Consultant's Representative:		City's Administrative Agent:	
Name:	Brett Warner	Name:	Anthony Benitez
Title:	Senior Professional Engineer	Title:	Executive Utilities Project Administrator
Address:	2916 S. Falkenburg Road	Address:	888 13th Ave. E.
	Riverview, FL 33578		Bradenton, FL 34208
Telephone:	727-599-1750	Telephone:	941-708-6354
E-Mail:	Bwarner@northstar.com	E-Mail:	Anthony.Benitez@bradentonFL.gov

With a copy to: Blalock Walters, P.A.
Attn: Scott E. Rudacille, Esq.
802 11th Street West
Bradenton, Florida 34205
srudacille@blalockwalters.com

N. Any change in the City's Administrative Agent or the Consultant's Representative will be promptly communicated in writing by the party making the change.

O. Paragraph headings are for convenience of the parties and for reference purposes only and shall be given no legal effect.

P. The Solicitation and all attachments and addenda thereto are hereby incorporated in the Agreement by this reference.

Consultant and City acknowledge having read and understood this Agreement and hereby agree to be bound by its terms and conditions.

AGREEMENT FOR
PUBLIC WORKS AND UTILITIES CAPITAL IMPROVEMENT PROJECT MANAGEMENT SERVICES

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the date last written below.

NORTHSTAR CONTRACTING GROUP, INC.

By: _____

Print Name: Brent W. Anderson
(Title of Authorized Representative)

Date: February 24, 2026

Title: Vice President

CITY OF BRADENTON

By: _____
GENE BROWN
Mayor

Date: _____

ATTEST:

By: _____
TAMARA MELTON
City Clerk

Approved as to form:

By: _____
SCOTT E. RUDACILLE
City Attorney

EXHIBIT A
SCOPE OF SERVICES

I. Contract Management

A. Proposer will work as an extension of City's Project Management staff and shall be assigned projects pertaining to the planning, design and construction services of the City's Capital Improvement Program. These services may include but not be limited to the following:

1. Assist in the selection, negotiation and contracting of design and construction professionals.
2. Managing the contractual obligations between the City and contracted parties, including but not limited to design professionals, construction managers and General Contractors
3. Ensure that contracts are upheld and administered appropriately to ensure the successful execution of the projects.
4. Provide expertise in risk mitigation and project oversight.
5. Act as the City's advocate to ensure that applicable codes and regulations are being followed and considered throughout the term of the projects.
6. Assist the City with obtaining necessary documentation, forms, or permitting to stay abreast of industry standards to maintain compliance with laws and regulations.
7. Facilitate effective communication and coordination among all project stakeholders including City user departments.
8. Assist as a grant administrator, ensuring the project is completed to the grant requirements for reimbursement.

II. Cost and Quality Control

A. Enforce effective cost-control processes by working closely with the project teams and stakeholders to implement value-engineering and effective savings strategies.

B. Maintain high-quality standards throughout the entirety of the projects. This may include the implementation of quality control measures, periodic inspections, process improvement plans, and consistent communication to address any deficiencies that contradict the approved plans or compromise the integrity of the projects.

C. Review design documents and permit comment responses to ensure assigned projects are completed within budget and meet the City's standards for performance of Capital Projects.

III. Schedule Management

A. Assist in the planning for procurement of construction services.

B. Ensure timely completion of the projects by developing realistic, yet aggressive timelines for completion, if applicable.

C. Address specific milestones, track development against benchmarked standards, and advise the City on scheduling issues that may cause delays or project setbacks.

EXHIBIT A
SCOPE OF SERVICES

D. Minimize scheduling risks and develop respective contingency plans so tasks are completed as planned.

IV. Construction Coordination and Oversight

A. Attend construction phase meetings and advise City on project status and any issues that arise.

B. Review pay apps for completed and stored items. The City will have final approval of all pay apps.

C. Maintain constant communication with all related stakeholders and make decisions on bid documents, contractor selection, and qualification factors, if appliable.

D. Maintain an on-site presence at the job sites to ensure oversight of contractors and suppliers.

E. Be available during regularly scheduled business hours for any meetings regarding the projects with the City, or contracted team. Provide updates as needed.

F. Provides public outreach meetings and notifications for the project.

V. Project Closeout

A. Administer the project close-outs by ensuring all contractual obligations have been met and that no outstanding deliverables or deficiencies remain.

VI. Other Related Work

A. Any other related work determined by the City

EXHIBIT B
KEY PERSONNEL

TITLE	PERSONNEL NAME
Principal	Brent Anderson, PE, PG
Senior Project Manager	Brett E. Warner, PE
Senior Project Manager	Kelly Cranford, PE
Project Manager	Keanan Bell
Project Manager	Pamela Jackson, PG
Professional Engineer	Andrew Frost, PE
Chief Professional Engineer	Brandon Bagoo, PE
Lead Scientist/Analyst	Philip Stein
Professional GIS Analyst	Tyler Weber
Project Manager	Katie McNeal, PE
Project Manager	Jeff Sprouse, PE
Engineer	Dario Blazevic
Chief Consulting Designer	Kirk Noonan
Lead Designer	David Dye
Lead Designer	Saddam Mahmood
Technical Writer/Admin	Lia Young
Technical Writer/Admin	Wendy Rihel

EXHIBIT C
HOURLY RATES

TITLE	HOURLY RATE
Project Management	
Project Manager	$ 225.00
Senior Project Manager	$300.00
Civil Engineering	
Engineer	$195.00
Professional Engineer	$225.00
Lead Professional Engineer	$260.00
Chief Professional Engineer	$275.00
Computer Aided Design	
Lead Designer	$150.00
Chief Consulting Designer	$190.00
Principals	
Principal Professional	$320.00
Technical Writing/Admin	
Technical Writer/Admin	$130.00
Environmental Science and Laboratory	
Scientist/Analyst	$145.00
Lead Scientist/Analyst	$165.00
Chief Scientist/Analyst	$210.00
GIS	
Professional GIS Analyst	$130.00
Chief GIS Analyst	$205.00

NorthStar Contracting Group, Inc. is asserting our Proposed Rates are confidential information and therefore privileged and exempt from Chapter 119.01(2)(d), Florida Statutes (FS). Our Proposed Rates conform to the definition of a Trade Secret as defined in Chapter 812.081(c), FS. Trade Secrets are expressly exempt from Chapter 119 per Chapter 815.045 Trade Secret Information.

AGREEMENT FOR
PUBLIC WORKS AND UTILITIES CAPITAL IMPROVEMENT PROJECT MANAGEMENT SERVICES

THIS AGREEMENT (the "Agreement") is made and entered into as of the date of execution by both parties, by and between the **City of Bradenton**, a political subdivision of the State of Florida (the "City"), and **V&A Consulting Engineers**, a Florida corporation (the "Consultant").

WITNESSETH

WHEREAS, the City required a Consultant to provide Public Works and Utilities Capital Improvement Project Management Services; and

WHEREAS, the City issued Request for Qualifications (RFQ) #26-014EJ on November 26, 2025 (the "Solicitation"); and

WHEREAS, the City evaluated the proposals in accordance with §287.055, F.S.; and

WHEREAS, the Consultant has reviewed the services required pursuant to this Agreement and is qualified, willing, and able to provide and perform all such services in accordance with its terms; and

WHEREAS, the parties desire to enter into a contract setting forth the terms and conditions of their agreement.

NOW, THEREFORE, the City and the Consultant, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, do agree as follows:

I. AGREEMENT DOCUMENTS AND SCOPE OF CONSULTANT'S SERVICES

The Scope of Services, Key Personnel, and Hourly Rates are attached hereto, and the Solicitation (including all attachments thereto) and the Consultant's Proposal are made part hereof by this reference, and the terms and provisions contained therein shall be incorporated into this Agreement as if fully stated herein (the documents attached hereto, this Agreement, and any Purchase Order(s) hereinafter issued pursuant to this Agreement shall be collectively referred to herein as the "Agreement Documents"). To the extent there is conflict among the terms and provisions of the Agreement Documents, the order of precedence shall be the order in which the Agreement Documents are listed below:

1. Contract and any addenda;
2. General Terms and Conditions;
3. Scope of Services;
4. Key Personnel;
5. Hourly Rate;
6. Purchase Order(s);
7. Solicitation; and
8. Consultant's Proposal.

The Consultant agrees to diligently provide all materials, services, and labor for Public Works and Utilities Capital Improvement Project Management Services in accordance with the Scope of Services, attached as Exhibit A, incorporated herein (the "Services").

II. TERM

This Agreement shall commence immediately upon execution by both the City and the Consultant and shall continue for an initial period of three (3) years. The Agreement may be renewed for up to two (2) additional one-year periods by written Agreement of both parties.

III. WORK ASSIGNMENTS

A. Consultant shall be engaged to perform specific work through the issuance of a negotiated work assignment ("Work Assignment").

B. Consultant acknowledges that the City has entered into multiple agreements with various firms (collectively with Consultant, the "Firms") for the Services and Work Assignments shall be issued on a rotational basis.

1. Work Assignments shall be issued in accordance with §287.055(2)(g). F.S
2. For each services category identified in the Scope of Services (the "Service Categories"), Purchasing will place the Firms in the City's professional services library in the order they are ranked, with the highest scoring Firm placed in the first position in the rotation.
3. As each Work Assignment is identified, the next Firm in the rotation will be offered the opportunity to negotiate that Work Assignment with the City's Administrative Agent.
4. Should a Firm decline a Work Assignment, fail to respond, or be unable to reach a satisfactory fee negotiation with the City within a reasonable time frame, the City will contact the next Firm on the list until the Work Assignment is successfully negotiated.
    1. Firms will have the option of rejecting one (1) Work Assignment within each Service Category within a twelve-month period without penalty. A second Work Assignment rejection within a Service Category during any twelve-month period will cause the Firm to be skipped in the rotation for the subsequent Work Assignment within the Service Category. A Firm who rejects three (3) Work Assignments (or is unable to satisfactorily negotiate three (3) Work Assignments) in any twelve-month period will be removed from the Service Category.
    2. Firms wishing to reject a Work Assignment for any reason must provide a rejection notification document in form and substance satisfactory to the City. A copy of this form must be provided to Purchasing by the City's Administrative Agent.
5. After notification by the City, the Consultant and City shall negotiate a scope of work, time schedule, and budget for performance of the work. When the scope of work, time schedule and budget are mutually agreeable, the Work Assignment shall be executed by the parties.

C. Consultants will identify and provide qualifications of sub-consultants during the Work Assignment negotiations. The City reserves the right to review and approve all sub-consultants identified in the Work Assignment prior to execution of the Work Assignment.

D. Amendments to Work Assignments shall reference original Work Assignment scope and all items as detailed in section III.B.5 to which they relate. No amendment to a Work

Assignment is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

E. If the City's Administrative Agent requires the Consultant to perform additional services related to a Work Assignment, then the Consultant shall be entitled to additional compensation based on the Hourly Rate, as amended, to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Agreement by written amendment. The City shall not pay for any additional services or work performed prior to the execution of a written amendment to the Work Assignment.

F. Notwithstanding the preceding, in the event additional services or work are required as a result of error, omission, or negligence of the Consultant, the Consultant shall not be entitled to additional compensation for such additional services or work.

G. Notwithstanding the foregoing, the City reserves the right, in its sole discretion, to disregard the rotation in any Service Category and select ("direct select") a specific firm to perform the required services.

IV. TERMINATION OF WORK ASSIGNMENTS

The City shall have the right at any time to terminate a Work Assignment. In that event, the Consultant shall cease work and shall deliver to the City all documents (including reports, designs, specifications, and all other data) prepared or obtained by the Consultant in connection with the Work Assignment. The City shall, upon receipt of the aforesaid documents, pay to the Consultant and the Consultant shall accept as full payment for its services, a sum of money equal to (1) the fee for each completed and accepted task as shown in the Work Assignment, plus (2) the fee for the percentage of the work completed in any authorized but completed task, less (3) all previous payments made for the same task.

V. COMPENSATION AND PAYMENT OF CONSULTANT'S SERVICE

A. Each Work Assignment shall include all profit, direct and indirect labor costs, personnel related costs, overhead and administrative costs, travel related out-of-pocket expenses and costs, and all other costs which are necessary to provide the services as outlined in this Agreement. Mark-up for sub-contracted services shall not exceed 10% of actual cost.

B. Consultant acknowledges and agrees that no minimum amount of work is guaranteed under this Agreement and City may elect to issue no purchase orders. If a purchase order is issued, the City reserves the right to amend, reduce or cancel the purchase order in its sole discretion.

C. Consultant represents and warrants that wage rates and other factual unit costs supporting the compensation relative to this Agreement shall be accurate, complete, and current at the time of entering into this Agreement. The amounts set forth in the Agreement will be adjusted to exclude any significant sums by which the Contract Price was increased where the City determines such increase is due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such adjustments must be made within one year following completion of the Agreement.

D. The City's performance and obligations to pay under this Agreement is contingent up on an appropriation of lawfully available funds by the City Council. The City shall promptly notify the

Consultant if the necessary appropriation is not made.

VI. METHOD OF PAYMENT

A. The City shall pay the Consultant in accordance with the Local Government Prompt Payment Act set forth in §218.70, et seq. F.S., upon receipt of the Consultant's invoice and written approval of same by the City's Administrative Agent indicating that the Services have been rendered in conformity with this Agreement.

B. The Consultant shall submit invoices for payment to the address indicated on the purchase order for the Services completed. The invoices shall set forth the charges for the completed Services in accordance with the Hourly Rates attached hereto and incorporated herein.

The Consultant's invoices shall be in a form satisfactory to the City. The Consultant is responsible for providing all necessary documentation that may be required by the City.

VII. LIABILITY OF CONSULTANT

A. The Consultant shall save, defend, indemnify and hold harmless the City from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Consultant arising out of or in any way connected with the Consultant or subcontractor's performance or failure to perform under the terms of this Agreement.

B. This section shall survive the termination or expiration of this Agreement.

VIII. CONSULTANT'S INSURANCE

Consultant shall procure and maintain insurance as specified in the Solicitation.

IX. RESPONSIBILITIES OF THE CONSULTANT

A. Consultant acknowledges that it is familiar with the requirements of the Agreement Documents, and that it will perform the Services as required.

B. The Consultant agrees to respond to communication from the City within three (3) working days unless a shorter response time is specified by the City.

C. The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all reports, designs, specifications, other documents and data used or produced by or at the behest of the Consultant under this Agreement. The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in its reports, designs, specifications, other documents and data.

D. The Consultant warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Consultant) to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.

E. Consultant agrees that it and its employees shall communicate with City employees and

members of the public in a civil manner. All aspects of a Consultant's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Agreement in accordance with the provisions contained herein.

F. The Consultant shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

G. The Consultant shall maintain books, records, documents, and other evidence directly pertaining to or connected with the Services under this Agreement which shall be available and accessible at the Consultant's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives. Such records shall be retained for a minimum of five (5) fiscal years (From October to September) after completion of the Services.

H. The Consultant shall notify the City's Administrative Agent at least one (1) day in advance of any meeting between the Consultant and any City Council Member, regulatory agency or private citizen relating to this Agreement.

I. The Consultant is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. The Consultant is not an employee, agent or servant of the City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Consultant sole direction, supervision and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all aspects the Consultant's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. Consultant shall be solely responsible for providing benefits and insurance to its employees.

J. The Consultant understands and acknowledges that pursuant to Ch. 934, F.S., Security of Communications; Surveillance, the City DOES NOT CONSENT to the interception and/or disclosure of its oral, wire, or electronic communications. Accordingly, the Consultant warrants it will not utilize nor deploy any electronic, mechanical, or other device (including bots, Artificial Intelligence, or similar software) to record, transcribe, or monitor any such communication during any non-public, in-person or virtual meetings between itself and the City. Consultant activities contrary to this warranty may constitute a felony under Ch. 934, implicate Ch. 119, F.S., Public Records, and/or constitute a material breach of this section and/or other section(s) of this Agreement (e.g. Records Retention, Audits, Ethics, Compliance, and Civility). Only duly authorized City personnel may grant an exception to this prohibition on a case-by-case basis.

X. OWNERSHIP, USE AND FORMATTING OF WORK PRODUCTS

A. It is understood and agreed that the work products, including reports, designs, specifications, other documents and data developed by the Consultant in connection with the Services shall be delivered to, and shall become the property of the City upon acceptance by the City. The Consultant hereby assigns all its copyright and other proprietary interests in the products of this Agreement to the City. Specific written authority is required from the City's Administrative Agent for the Consultant to use any of the work products of this Agreement on any non-City

project.

B. Notwithstanding the above, any reuse of the work products by the City on other projects will be at the risk of the City.

C. The City records all land-related changes and/or activities in a Geographic Information System (GIS), the applicable version of which shall be stated in the scope. Therefore, all GIS or Computer Aided Drafting (CAD) formatted data created or modified in support of a project will be provided to the City as a project deliverable for inclusion into the City's GIS, at no additional cost. GIS data files submitted in support of a project must adhere to City GIS standards, and CAD drawings submitted must adhere to City CAD standards.

D. Computer systems and databases used for providing the documents necessary to this Agreement shall be compatible with existing City systems. City PCs run the latest version of the Windows operating system and Windows-based compatible software. Additional details regarding City technology and system may be obtained by contacting the City's Information Technology Department.

XI. FORCE MAJEURE; PERFORMANCE OF CONSULTANT'S PERSONNEL

A. Time is of the essence in the performance of this Agreement. The Consultant specifically agrees that all work performed under the terms and conditions of this Agreement shall be completed within the time limits as set forth herein, or as otherwise identified in the Agreement Documents or as specified by the City's Administrative Agent, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

B. The Consultant shall ensure that all key personnel, support personnel, and other agents as identified in Exhibit B are fully qualified and capable to perform their assigned tasks. Any changes or substitution to the Consultant's key personnel must receive the City's Administrative Agent's written approval before said changes or substitution can become effective.

XII. OBLIGATIONS OF THE CITY

A. The City's Administrative Agent is designated to do all things necessary to properly administer the terms and conditions of this Agreement, including, but not limited to:

1. Review of all Consultant payment requests for approval or rejection; and
2. Periodic reviews of the work of the Consultant as necessary for the completion of the Consultant's services during the period of this Agreement.

B. The City shall not provide any services to the Consultant in connection with any claim brought on behalf of or against the Consultant.

XIII. TERMINATION

A. The City shall have the right at any time upon thirty (30) calendar days' written notice to the Consultant to terminate the Services of the Consultant for convenience. In the event of

termination pursuant to this paragraph, the City shall pay to the Consultant and the Consultant shall accept as full payment for its Services, a sum of money equal to the work completed in any commenced but incomplete Services.

B. Any failure of the Consultant to satisfy the requirements of this Agreement, as documented by the Administrative Agent, shall be considered a default of the Agreement and sufficient reason for termination.

1. For defaults that are curable (as determined solely by the City), the Consultant shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification.

2. For defaults that are not curable (as determined solely by the City), notice of the termination date shall be given as deemed appropriate by the City.

C. In the event the City's termination of this Agreement for default is in any way deficient, at the option of the City such termination may be deemed to be a termination for convenience pursuant to Section XII.A. above.

D. The parties may mutually agree to terminate this Agreement. Such termination shall be evidenced by a notice issued by the City. In the event of termination pursuant to this paragraph, the City shall pay to the Consultant, and the Consultant shall accept as full payment for its Services, a sum of money equal to the work completed in any commenced but incomplete Services.

E. In the event that the Consultant has abandoned performance under this Agreement, then the City may terminate this Agreement upon three (3) calendar days' written notice to the Consultant indicating its intention to do so. Payment for work performed prior to the Consultant's abandonment shall be as stated in paragraph XII.D. above. Consultant shall have one hundred and eighty (180) days from the effective date of such termination to submit invoices. Invoices submitted more than one hundred and eighty (180) days after the effective date of such termination may not be accepted for payment.

F. The Consultant shall have the right to terminate Services only in the event of the City failing to pay the Consultant's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Administrative Agent.

G. The City reserves the right to terminate and cancel this Agreement in the event the Consultant shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors.

H. After consultation with and written notice to the Consultant providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to:

1. The quality of a portion, or all, of the Consultant's work not performed in accordance with the requirements of this Agreement;

2. The quantity of the Consultant's work not delivered or performed as represented in the Consultant's Payment Request, or otherwise;

3. Claims made, or likely to be made, against the City or its property;

4. Damages to the City or a third party caused by the Consultant;

5. The Consultant's failure or refusal to perform any obligation under this Agreement.

XIV. STOP WORK ORDER

A. The City's Administrative Agent, may at any time, by written order to the Consultant, require the Consultant to stop all or any part of the work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Consultant. Upon receipt of such as order, the Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Consultant shall not resume work unless specifically so directed in writing by the City. Before the stop work order expires unless it is extended, the Administrative Agent shall take one of the following actions:

1. Cancel the stop work order; or
2. Terminate the work covered by the order; or
3. Terminate this Agreement in accordance with the provisions contained in Section XIV.A.

B. In the event the City elects not to direct the Consultant to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XIV.A. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not direct the Consultant to resume work within ninety (90) days, the Consultant may terminate this Agreement.

XV. DISPUTE RESOLUTION

A. To the extent Chapter 558, F.S. is applicable, the parties expressly opt out of the requirements of Chapter 558, F.S., within the meaning of §558.005(1), F.S.

B. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Manatee County, Florida, with the parties sharing equally in the cost of such mediation.

C. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

D. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Manatee County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

E. The parties hereby waive all rights to trial by jury for any litigation concerning this Agreement.

F. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.

G. Unless otherwise agreed in writing, the Consultant shall be required to continue its service and all other obligations under this Agreement during the pendency of any claim or dispute including, but not limited to, the actual period of mediation or judicial proceeding.

XVI. PUBLIC RECORDS

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

City of Bradenton
City Clerk
101 Old Main Street
Bradenton, FL 34205

Phone: 941-932-9400
Email: Cityclerk@Cityofbradenton.com

XVII. MISCELLANEOUS

A. The Agreement Documents constitute the sole and complete understanding between the parties and supersede all other Agreements between them, whether oral or written with respect to the subject matter. No amendment, change order or addendum to the Agreement Documents is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

B. The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.

C. The parties hereto do not intend, nor shall this Agreement be construed, to grant any rights, privileges, or interest to any third party.

D. If the Consultant is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

E. The Consultant shall not assign or transfer any rights, interests, or obligations under this Agreement (whether by novation or otherwise) without the prior written consent of the City, except that claims for the money due or to become due to the Consultant from the City under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the City. Written notice of any such transfer or assignment due to bankruptcy shall be promptly given to the City.

F. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

G. The failure of any party hereto to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of such party's rights or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

H. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be unaffected thereby and shall remain valid and enforceable as to each party.

I. The parties covenant and agree that each is duly authorized to enter into and perform this

Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

J. Neither the City's review, approval or acceptance of, nor payment for, the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement.

K. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies available at law or in equity.

L. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

M. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the address below:

Consultant's Representative:		City's Administrative Agent:	
Name:	Holly Ziegler	Name:	Anthony Benitez
Title:	Southeast Regional Manager	Title:	Executive Utilities Project Administrator
Address:	8600 Hidden River Parkway, Suite 550	Address:	888 13th Ave. E.
	Tampa, FL 33637		Bradenton, FL 34208
Telephone:	707-972-2083	Telephone:	941-708-6354
E-Mail:	hziegler@vaengineering.com	E-Mail:	Anthony.Benitez@bradentonFL.gov

With a copy to: Blalock Walters, P.A.
Attn: Scott E. Rudacille, Esq.
802 11th Street West
Bradenton, Florida 34205
srudacille@blalockwalters.com

N. Any change in the City's Administrative Agent or the Consultant's Representative will be promptly communicated in writing by the party making the change.

O. Paragraph headings are for convenience of the parties and for reference purposes only and shall be given no legal effect.

P. The Solicitation and all attachments and addenda thereto are hereby incorporated in the Agreement by this reference.

Consultant and City acknowledge having read and understood this Agreement and hereby agree to be bound by its terms and conditions.

AGREEMENT FOR
PUBLIC WORKS AND UTILITIES CAPITAL IMPROVEMENT PROJECT MANAGEMENT SERVICES

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the date last written below.

V&A CONSULTING ENGINEERS

By: Holly Ziegler

Print Name: Holly Ziegler, PE
(Title of Authorized Representative)

Date: 02/26/2026

Title: Regional Manager

CITY OF BRADENTON

By: _____
GENE BROWN
Mayor

Date: _____

ATTEST:

By: _____
TAMARA MELTON
City Clerk

Approved as to form:

By: _____
SCOTT E. RUDACILLE
City Attorney

EXHIBIT A
SCOPE OF SERVICES

I. Contract Management

A. Proposer will work as an extension of City's Project Management staff and shall be assigned projects pertaining to the planning, design and construction services of the City's Capital Improvement Program. These services may include but not be limited to the following:

1. Assist in the selection, negotiation and contracting of design and construction professionals.
2. Managing the contractual obligations between the City and contracted parties, including but not limited to design professionals, construction managers and General Contractors
3. Ensure that contracts are upheld and administered appropriately to ensure the successful execution of the projects.
4. Provide expertise in risk mitigation and project oversight.
5. Act as the City's advocate to ensure that applicable codes and regulations are being followed and considered throughout the term of the projects.
6. Assist the City with obtaining necessary documentation, forms, or permitting to stay abreast of industry standards to maintain compliance with laws and regulations.
7. Facilitate effective communication and coordination among all project stakeholders including City user departments.
8. Assist as a grant administrator, ensuring the project is completed to the grant requirements for reimbursement.

II. Cost and Quality Control

A. Enforce effective cost-control processes by working closely with the project teams and stakeholders to implement value-engineering and effective savings strategies.

B. Maintain high-quality standards throughout the entirety of the projects. This may include the implementation of quality control measures, periodic inspections, process improvement plans, and consistent communication to address any deficiencies that contradict the approved plans or compromise the integrity of the projects.

C. Review design documents and permit comment responses to ensure assigned projects are completed within budget and meet the City's standards for performance of Capital Projects.

III. Schedule Management

A. Assist in the planning for procurement of construction services.

B. Ensure timely completion of the projects by developing realistic, yet aggressive timelines for completion, if applicable.

C. Address specific milestones, track development against benchmarked standards, and advise the City on scheduling issues that may cause delays or project setbacks.

D. Minimize scheduling risks and develop respective contingency plans so tasks are completed as planned.

IV. Construction Coordination and Oversight

A. Attend construction phase meetings and advise City on project status and any issues that arise.

B. Review pay apps for completed and stored items. The City will have final approval of all pay apps.

C. Maintain constant communication with all related stakeholders and make decisions on bid documents, contractor selection, and qualification factors, if appliable.

D. Maintain an on-site presence at the job sites to ensure oversight of contractors and suppliers.

E. Be available during regularly scheduled business hours for any meetings regarding the projects with the City, or contracted team. Provide updates as needed.

F. Provides public outreach meetings and notifications for the project.

V. Project Closeout

A. Administer the project close-outs by ensuring all contractual obligations have been met and that no outstanding deliverables or deficiencies remain.

VI. Other Related Work

A. Any other related work determined by the City

EXHIBIT B
KEY PERSONNEL

TITLE	PERSONNEL NAME
Principal-in-Charge	Holly Ziegler
Senior Project Manager	Susan Martelli
Senior Project Manager	Jeff Crowley
Senior Project Manager	Dave Hunniford
Project Manager	Kamal Taha
Associate Engineer	Asley Victor
Graduate Engineer	Sandra Sekyere
Graduate Engineer	Aiden Harmon

EXHIBIT C
HOURLY RATES

TITLE	HOURLY RATE
Principal-in-Charge	$312.00
Senior Project Manager	$278.00
Senior Professional Land Surveyor	$257.00
Project Manager	$251.00
Senior Project Engineer	$234.00
Project Engineer	$212.00
Deputy Engineer	$200.00
Associate Engineer	$185.00
GIS Specialist	$185.00
Graduate Engineer	$156.00
CAD Designer	$153.00
Survey Manager	$143.0.00
Engineering Associate	$138.00
Senior Inspector	$138.00
Senior Technician	$133.00
Survey Crew (2 Man)[1]	$260.00
Technician	$116.00
Project Administrator	$96.00
Deposition/Court Appearance	$573.00

[1] *Survey Crew rate billed in 4-hour increments on a Lump Sum basis.*

AGREEMENT FOR
PUBLIC WORKS AND UTILITIES CAPITAL IMPROVEMENT PROJECT MANAGEMENT SERVICES

THIS AGREEMENT (the "Agreement") is made and entered into as of the date of execution by both parties, by and between the **City of Bradenton**, a political subdivision of the State of Florida (the "City"), and **Woodard & Curran, Inc.**, a Maine corporation authorized to do work in the State of Florida (the "Consultant").

WITNESSETH

WHEREAS, the City required a Consultant to provide Public Works and Utilities Capital Improvement Project Management Services; and

WHEREAS, the City issued Request for Qualifications (RFQ) #26-014EJ on November 26, 2025 (the "Solicitation"); and

WHEREAS, the City evaluated the proposals in accordance with §287.055, F.S.; and

WHEREAS, the Consultant has reviewed the services required pursuant to this Agreement and is qualified, willing, and able to provide and perform all such services in accordance with its terms; and

WHEREAS, the parties desire to enter into a contract setting forth the terms and conditions of their agreement.

NOW, THEREFORE, the City and the Consultant, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, do agree as follows:

I. AGREEMENT DOCUMENTS AND SCOPE OF CONSULTANT'S SERVICES

The Scope of Services, Key Personnel, and Hourly Rates are attached hereto, and the Solicitation (including all attachments thereto) and the Consultant's Proposal are made part hereof by this reference, and the terms and provisions contained therein shall be incorporated into this Agreement as if fully stated herein (the documents attached hereto, this Agreement, and any Purchase Order(s) hereinafter issued pursuant to this Agreement shall be collectively referred to herein as the "Agreement Documents"). To the extent there is conflict among the terms and provisions of the Agreement Documents, the order of precedence shall be the order in which the Agreement Documents are listed below:

1. Contract and any addenda;
2. General Terms and Conditions;
3. Scope of Services;
4. Key Personnel;
5. Hourly Rate;
6. Purchase Order(s);
7. Solicitation; and
8. Consultant's Proposal.

The Consultant agrees to diligently provide all materials, services, and labor for Public Works and Utilities Capital Improvement Project Management Services in accordance with the Scope of Services, attached as Exhibit A, incorporated herein (the "Services").

II. TERM

This Agreement shall commence immediately upon execution by both the City and the Consultant and shall continue for an initial period of three (3) years. The Agreement may be renewed for up to two (2) additional one-year periods by written Agreement of both parties.

III. WORK ASSIGNMENTS

A. Consultant shall be engaged to perform specific work through the issuance of a negotiated work assignment ("Work Assignment").

B. Consultant acknowledges that the City has entered into multiple agreements with various firms (collectively with Consultant, the "Firms") for the Services and Work Assignments shall be issued on a rotational basis.

1. Work Assignments shall be issued in accordance with §287.055(2)(g). F.S
2. For each services category identified in the Scope of Services (the "Service Categories"), Purchasing will place the Firms in the City's professional services library in the order they are ranked, with the highest scoring Firm placed in the first position in the rotation.
3. As each Work Assignment is identified, the next Firm in the rotation will be offered the opportunity to negotiate that Work Assignment with the City's Administrative Agent.
4. Should a Firm decline a Work Assignment, fail to respond, or be unable to reach a satisfactory fee negotiation with the City within a reasonable time frame, the City will contact the next Firm on the list until the Work Assignment is successfully negotiated.
    1. Firms will have the option of rejecting one (1) Work Assignment within each Service Category within a twelve-month period without penalty. A second Work Assignment rejection within a Service Category during any twelve-month period will cause the Firm to be skipped in the rotation for the subsequent Work Assignment within the Service Category. A Firm who rejects three (3) Work Assignments (or is unable to satisfactorily negotiate three (3) Work Assignments) in any twelve-month period will be removed from the Service Category.
    2. Firms wishing to reject a Work Assignment for any reason must provide a rejection notification document in form and substance satisfactory to the City. A copy of this form must be provided to Purchasing by the City's Administrative Agent.
5. After notification by the City, the Consultant and City shall negotiate a scope of work, time schedule, and budget for performance of the work. When the scope of work, time schedule and budget are mutually agreeable, the Work Assignment shall be executed by the parties.

C. Consultants will identify and provide qualifications of sub-consultants during the Work Assignment negotiations. The City reserves the right to review and approve all sub-consultants identified in the Work Assignment prior to execution of the Work Assignment.

D. Amendments to Work Assignments shall reference original Work Assignment scope and

all items as detailed in section III.B.5 to which they relate. No amendment to a Work Assignment is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

E. If the City's Administrative Agent requires the Consultant to perform additional services related to a Work Assignment, then the Consultant shall be entitled to additional compensation based on the Hourly Rate, as amended, to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Agreement by written amendment. The City shall not pay for any additional services or work performed prior to the execution of a written amendment to the Work Assignment.

F. Notwithstanding the preceding, in the event additional services or work are required as a result of error, omission, or negligence of the Consultant, the Consultant shall not be entitled to additional compensation for such additional services or work.

G. Notwithstanding the foregoing, the City reserves the right, in its sole discretion, to disregard the rotation in any Service Category and select ("direct select") a specific firm to perform the required services.

IV. TERMINATION OF WORK ASSIGNMENTS

The City shall have the right at any time to terminate a Work Assignment. In that event, the Consultant shall cease work and shall deliver to the City all documents (including reports, designs, specifications, and all other data) prepared or obtained by the Consultant in connection with the Work Assignment. The City shall, upon receipt of the aforesaid documents, pay to the Consultant and the Consultant shall accept as full payment for its services, a sum of money equal to (1) the fee for each completed and accepted task as shown in the Work Assignment, plus (2) the fee for the percentage of the work completed in any authorized but completed task, less (3) all previous payments made for the same task.

V. COMPENSATION AND PAYMENT OF CONSULTANT'S SERVICE

A. Each Work Assignment shall include all profit, direct and indirect labor costs, personnel related costs, overhead and administrative costs, travel related out-of-pocket expenses and costs, and all other costs which are necessary to provide the services as outlined in this Agreement. Mark-up for sub-contracted services shall not exceed 10% of actual cost.

B. Consultant acknowledges and agrees that no minimum amount of work is guaranteed under this Agreement and City may elect to issue no purchase orders. If a purchase order is issued, the City reserves the right to amend, reduce or cancel the purchase order in its sole discretion.

C. Consultant represents and warrants that wage rates and other factual unit costs supporting the compensation relative to this Agreement shall be accurate, complete, and current at the time of entering into this Agreement. The amounts set forth in the Agreement will be adjusted to exclude any significant sums by which the Contract Price was increased where the City determines such increase is due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such adjustments must be made within one year following completion of the Agreement.

D. The City's performance and obligations to pay under this Agreement is contingent up on an appropriation of lawfully available funds by the City Council. The City shall promptly notify the Consultant if the necessary appropriation is not made.

VI. METHOD OF PAYMENT

A. The City shall pay the Consultant in accordance with the Local Government Prompt Payment Act set forth in §218.70, et seq. F.S., upon receipt of the Consultant's invoice and written approval of same by the City's Administrative Agent indicating that the Services have been rendered in conformity with this Agreement.

B. The Consultant shall submit invoices for payment to the address indicated on the purchase order for the Services completed. The invoices shall set forth the charges for the completed Services in accordance with the Hourly Rates attached hereto and incorporated herein.

The Consultant's invoices shall be in a form satisfactory to the City. The Consultant is responsible for providing all necessary documentation that may be required by the City.

VII. LIABILITY OF CONSULTANT

A. The Consultant shall indemnify and hold harmless the agency, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract.

B. This section shall survive the termination or expiration of this Agreement.

VIII. CONSULTANT'S INSURANCE

Consultant shall procure and maintain insurance as specified in the Solicitation.

IX. RESPONSIBILITIES OF THE CONSULTANT

A. Consultant acknowledges that it is familiar with the requirements of the Agreement Documents, and that it will perform the Services as required.

B. The Consultant agrees to respond to communication from the City within three (3) working days unless a shorter response time is specified by the City.

C. The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all reports, designs, specifications, other documents and data used or produced by or at the behest of the Consultant under this Agreement. The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in its reports, designs, specifications, other documents and data.

D. The Consultant warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Consultant) to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting

from the award of this Agreement.

E. Consultant agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Consultant's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Agreement in accordance with the provisions contained herein.

F. The Consultant shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

G. The Consultant shall maintain books, records, documents, and other evidence directly pertaining to or connected with the Services under this Agreement which shall be available and accessible at the Consultant's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives. Such records shall be retained for a minimum of five (5) fiscal years (From October to September) after completion of the Services.

H. The Consultant shall notify the City's Administrative Agent at least one (1) day in advance of any meeting between the Consultant and any City Council Member, regulatory agency or private citizen relating to this Agreement.

I. The Consultant is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. The Consultant is not an employee, agent or servant of the City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Consultant sole direction, supervision and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all aspects the Consultant's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. Consultant shall be solely responsible for providing benefits and insurance to its employees.

J. The Consultant understands and acknowledges that pursuant to Ch. 934, F.S., Security of Communications; Surveillance, the City DOES NOT CONSENT to the interception and/or disclosure of its oral, wire, or electronic communications. Accordingly, the Consultant warrants it will not utilize nor deploy any electronic, mechanical, or other device (including bots, Artificial Intelligence, or similar software) to record, transcribe, or monitor any such communication during any non-public, in-person or virtual meetings between itself and the City. Consultant activities contrary to this warranty may constitute a felony under Ch. 934, implicate Ch. 119, F.S., Public Records, and/or constitute a material breach of this section and/or other section(s) of this Agreement (e.g. Records Retention, Audits, Ethics, Compliance, and Civility). Only duly authorized City personnel may grant an exception to this prohibition on a case-by-case basis.

X. OWNERSHIP, USE AND FORMATTING OF WORK PRODUCTS

A. It is understood and agreed that the work products, including reports, designs, specifications, other documents and data developed by the Consultant in connection with the Services shall be delivered to, and shall become the property of the City upon acceptance by the City. The

Consultant hereby assigns all its copyright and other proprietary interests in the products of this Agreement to the City. Specific written authority is required from the City's Administrative Agent for the Consultant to use any of the work products of this Agreement on any non-City project.

B. Notwithstanding the above, any reuse of the work products by the City on other projects will be at the risk of the City.

C. The City records all land-related changes and/or activities in a Geographic Information System (GIS), the applicable version of which shall be stated in the scope. Therefore, all GIS or Computer Aided Drafting (CAD) formatted data created or modified in support of a project will be provided to the City as a project deliverable for inclusion into the City's GIS, at no additional cost. GIS data files submitted in support of a project must adhere to City GIS standards, and CAD drawings submitted must adhere to City CAD standards.

D. Computer systems and databases used for providing the documents necessary to this Agreement shall be compatible with existing City systems. City PCs run the latest version of the Windows operating system and Windows-based compatible software. Additional details regarding City technology and system may be obtained by contacting the City's Information Technology Department.

XI. FORCE MAJEURE; PERFORMANCE OF CONSULTANT'S PERSONNEL

A. Time is of the essence in the performance of this Agreement. The Consultant specifically agrees that all work performed under the terms and conditions of this Agreement shall be completed within the time limits as set forth herein, or as otherwise identified in the Agreement Documents or as specified by the City's Administrative Agent, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

B. The Consultant shall ensure that all key personnel, support personnel, and other agents as identified in Exhibit C are fully qualified and capable to perform their assigned tasks. Any changes or substitution to the Consultant's key personnel must receive the City's Administrative Agent's written approval before said changes or substitution can become effective.

XII. OBLIGATIONS OF THE CITY

A. The City's Administrative Agent is designated to do all things necessary to properly administer the terms and conditions of this Agreement, including, but not limited to:

1. Review of all Consultant payment requests for approval or rejection; and
2. Periodic reviews of the work of the Consultant as necessary for the completion of the Consultant's services during the period of this Agreement.

B. The City shall not provide any services to the Consultant in connection with any claim brought on behalf of or against the Consultant.

XIII. TERMINATION

A. The City shall have the right at any time upon thirty (30) calendar days' written notice to the Consultant to terminate the Services of the Consultant for convenience. In the event of termination pursuant to this paragraph, the City shall pay to the Consultant and the Consultant shall accept as full payment for its Services, a sum of money equal to the work completed in any commenced but incomplete Services.

B. Any failure of the Consultant to satisfy the requirements of this Agreement, as documented by the Administrative Agent, shall be considered a default of the Agreement and sufficient reason for termination.

    1. For defaults that are curable (as determined solely by the City), the Consultant shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification.

    2. For defaults that are not curable (as determined solely by the City), notice of the termination date shall be given as deemed appropriate by the City.

C. In the event the City's termination of this Agreement for default is in any way deficient, at the option of the City such termination may be deemed to be a termination for convenience pursuant to Section XII.A. above.

D. The parties may mutually agree to terminate this Agreement. Such termination shall be evidenced by a notice issued by the City. In the event of termination pursuant to this paragraph, the City shall pay to the Consultant, and the Consultant shall accept as full payment for its Services, a sum of money equal to the work completed in any commenced but incomplete Services.

E. In the event that the Consultant has abandoned performance under this Agreement, then the City may terminate this Agreement upon three (3) calendar days' written notice to the Consultant indicating its intention to do so. Payment for work performed prior to the Consultant's abandonment shall be as stated in paragraph XIV.D. above. Consultant shall have one hundred and eighty (180) days from the effective date of such termination to submit invoices. Invoices submitted more than one hundred and eighty (180) days after the effective date of such termination may not be accepted for payment.

F. The Consultant shall have the right to terminate Services only in the event of the City failing to pay the Consultant's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Administrative Agent.

G. The City reserves the right to terminate and cancel this Agreement in the event the Consultant shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors.

H. After consultation with and written notice to the Consultant providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to:

    1. The quality of a portion, or all, of the Consultant's work not performed in accordance with the requirements of this Agreement;

    2. The quantity of the Consultant's work not delivered or performed as represented in the Consultant's Payment Request, or otherwise;

    3. Claims made, or likely to be made, against the City or its property;

4. Damages to the City or a third party caused by the Consultant;
5. The Consultant's failure or refusal to perform any obligation under this Agreement.

XIV. STOP WORK ORDER

A. The City's Administrative Agent, may at any time, by written order to the Consultant, require the Consultant to stop all or any part of the work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Consultant. Upon receipt of such as order, the Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Consultant shall not resume work unless specifically so directed in writing by the City. Before the stop work order expires unless it is extended, the Administrative Agent shall take one of the following actions:

1. Cancel the stop work order; or
2. Terminate the work covered by the order; or
3. Terminate this Agreement in accordance with the provisions contained in Section XIV.A.

B. In the event the City elects not to direct the Consultant to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XIV.A. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not direct the Consultant to resume work within ninety (90) days, the Consultant may terminate this Agreement.

XV. DISPUTE RESOLUTION

A. To the extent Chapter 558, F.S. is applicable, the parties expressly opt out of the requirements of Chapter 558, F.S., within the meaning of §558.005(1), F.S.

B. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Manatee County, Florida, with the parties sharing equally in the cost of such mediation.

C. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

D. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Manatee County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

E. The parties hereby waive all rights to trial by jury for any litigation concerning this Agreement.

F. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.

G. Unless otherwise agreed in writing, the Consultant shall be required to continue its service

and all other obligations under this Agreement during the pendency of any claim or dispute including, but not limited to, the actual period of mediation or judicial proceeding.

XVI. PUBLIC RECORDS

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

City of Bradenton
City Clerk
101 Old Main Street
Bradenton, FL 34205

Phone: 941-932-9400
Email: Cityclerk@Cityofbradenton.com

XVII. MISCELLANEOUS

A. The Agreement Documents constitute the sole and complete understanding between the parties and supersede all other Agreements between them, whether oral or written with respect to the subject matter. No amendment, change order or addendum to the Agreement Documents is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

B. The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.

C. The parties hereto do not intend, nor shall this Agreement be construed, to grant any rights, privileges, or interest to any third party.

D. If the Consultant is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

E. The Consultant shall not assign or transfer any rights, interests, or obligations under this Agreement (whether by novation or otherwise) without the prior written consent of the City, except that claims for the money due or to become due to the Consultant from the City under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the City. Written notice of any such transfer or assignment due to bankruptcy shall be promptly given to the City.

F. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

G. The failure of any party hereto to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of such party's rights or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

H. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement

shall be unaffected thereby and shall remain valid and enforceable as to each party.

I. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

J. Neither the City's review, approval or acceptance of, nor payment for, the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement.

K. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies available at law or in equity.

L. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

M. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the address below:

Consultant's Representative:		City's Administrative Agent:	
Name:	Scott Shannon, PE	Name:	Anthony Benitez
Title:	Senior Vice President	Title:	Executive Utilities Project Administrator
Address:	1511 N. Westshore Blvd, Suite 420	Address:	888 13th Ave. E.
	Tampa, FL 33607		Bradenton, FL 34208
Telephone:	407-580-1707	Telephone:	941-708-6354
E-Mail:	sshannon@woodardcurran.com	E-Mail:	Anthony.Benitez@bradentonFL.gov

With a copy to: Blalock Walters, P.A.
Attn: Scott E. Rudacille, Esq.
802 11th Street West
Bradenton, Florida 34205
srudacille@blalockwalters.com

N. Any change in the City's Administrative Agent or the Consultant's Representative will be promptly communicated in writing by the party making the change.

O. Paragraph headings are for convenience of the parties and for reference purposes only and shall be given no legal effect.

P. The Solicitation and all attachments and addenda thereto are hereby incorporated in the Agreement by this reference.

AGREEMENT FOR
PUBLIC WORKS AND UTILITIES CAPITAL IMPROVEMENT PROJECT MANAGEMENT SERVICES

Consultant and City acknowledge having read and understood this Agreement and hereby agree to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the date last written below.

WOODARD & CURRAN, INC.

By: _____

Print Name: Scott C. Shannon
(Title of Authorized Representative)

Date: March 19, 2026

Title: Senior Vice President

CITY OF BRADENTON

By: _____
GENE BROWN
Mayor

Date: _____

ATTEST:

By: _____
TAMARA MELTON
City Clerk

Approved as to form:

By: _____
SCOTT E. RUDACILLE
City Attorney

EXHIBIT A
SCOPE OF SERVICES

I. Contract Management

A. Proposer will work as an extension of City's Project Management staff and shall be assigned projects pertaining to the planning, design and construction services of the City's Capital Improvement Program. These services may include but not be limited to the following:

1. Assist in the selection, negotiation and contracting of design and construction professionals.
2. Managing the contractual obligations between the City and contracted parties, including but not limited to design professionals, construction managers and General Contractors
3. Ensure that contracts are upheld and administered appropriately to ensure the successful execution of the projects.
4. Provide expertise in risk mitigation and project oversight.
5. Act as the City's advocate to ensure that applicable codes and regulations are being followed and considered throughout the term of the projects.
6. Assist the City with obtaining necessary documentation, forms, or permitting to stay abreast of industry standards to maintain compliance with laws and regulations.
7. Facilitate effective communication and coordination among all project stakeholders including City user departments.
8. Assist as a grant administrator, ensuring the project is completed to the grant requirements for reimbursement.

II. Cost and Quality Control

A. Enforce effective cost-control processes by working closely with the project teams and stakeholders to implement value-engineering and effective savings strategies.

B. Maintain high-quality standards throughout the entirety of the projects. This may include the implementation of quality control measures, periodic inspections, process improvement plans, and consistent communication to address any deficiencies that contradict the approved plans or compromise the integrity of the projects.

C. Review design documents and permit comment responses to ensure assigned projects are completed within budget and meet the City's standards for performance of Capital Projects.

III. Schedule Management

A. Assist in the planning for procurement of construction services.

B. Ensure timely completion of the projects by developing realistic, yet aggressive timelines for completion, if applicable.

C. Address specific milestones, track development against benchmarked standards, and advise the City on scheduling issues that may cause delays or project setbacks.

D. Minimize scheduling risks and develop respective contingency plans so tasks are completed as planned.

IV. Construction Coordination and Oversight

A. Attend construction phase meetings and advise City on project status and any issues that arise.

B. Review pay apps for completed and stored items. The City will have final approval of all pay apps.

C. Maintain constant communication with all related stakeholders and make decisions on bid documents, contractor selection, and qualification factors, if appliable.

D. Maintain an on-site presence at the job sites to ensure oversight of contractors and suppliers.

E. Be available during regularly scheduled business hours for any meetings regarding the projects with the City, or contracted team. Provide updates as needed.

F. Provides public outreach meetings and notifications for the project.

V. Project Closeout

A. Administer the project close-outs by ensuring all contractual obligations have been met and that no outstanding deliverables or deficiencies remain.

VI. Other Related Work

A. Any other related work determined by the City

EXHIBIT B
KEY PERSONNEL

TITLE	PERSONNEL NAME
Project Management Program Lean	Scott Shannon
Principal-in-Charge	Ryan Watson
Project Advisor/Coordinator	Jon Himlan

EXHIBIT C
HOURLY RATES

TITLE	HOURLY RATE
Administrative	$125.00
Drafter / Project Assistant / Technician 1	$140.00
Graphic Artist / Project Specialist	$150.00
Graphics Manager / Senior Project Assistant	$160.00
Designer 1 / Geologist 1 / GIS Analyst 1 / Planner 1 / Scientist 1 / Technician 2	$165.00
Designer 2 / Engineer 1 / Geologist 2 / GIS Analyst 2 / Scientist 2 / Specifications Manager	$170.00
Planner 2 / Technical Specialist 1 / Technician 3	$175.00
Contract Document Specialist / Geologist 3 / GIS Analyst 3 / Scientist 3	$180.00
Designer 3 / Engineer 2 / Plant Manager / Procurement Specialist / Programmer 1 / Project Geologist 1 / Project Scientist 1 / Technical Specialist 2	$190.00
Engineer 3 / GIS Solutions Analyst / Planner 3 / Programmer 2 / Technical Specialist 3	$205.00
Programmer 3 / Project Geologist 2 / Project Scientist 2 / Project Tech Specialist 1 / Senior Designer	$210.00
Project Electrical Engineer 1 / Project Engineer 1 / Project Planner 1	$215.00
Project Engineer 2 / Project Planner 2 / Project Tech Specialist 2 / Senior Project Geologist / Senior Project Scientist / Senior Resident Project Representative	$225.00
Senior Cost Estimator / Senior Planner	$230.00
GIS Manager / Project Manager 1 / Technical Manager 1	$240.00
Construction Manager / Project Manager 2 / Technical Manager 2	$260.00
Program Manager	$265.00
Senior Project Manager / Senior Technical Manager	$270.00

EXHIBIT C
HOURLY RATES

Senior Consultant / Senior Delivery Leader / Senior Program Leader / Senior Technical Leader	$275.00
Principal in Charge / Senior Technical Consultant	$280.00
National Technical Leader / Senior Practice Leader	$290.00

AGENDA ITEM NO. 6.p

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: April 8, 2026

SUBMITTED BY: Nicholas Toth, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Amendment No. 1 to Agreement PB-25-029NT with Brett M. Muscat D/B/A Muscat Painting & Decorating

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
On June 11, 2025, the City of Bradenton and the Contractor entered into Agreement PB-25-029NT to provide the City with Traffic Signal and Street Light Painting Services. The Agreement provided for a three-year term, thorough March 22, 2026, and provides the parties with the option to renew for two (2) additional one-year periods. The parties now wish to renew the Agreement for an additional one-year period through March 21, 2027.

FINANCIAL IMPACT:
Funded by accounts 00151940 (Electrical) and 546500 (Traffic Signal Repair & Maintenance).

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed and approved by Attorney Scott Rudacille.

SUGGESTED MOTION:
Motion to approve Amendment No. 1 to Agreement PB-25-029NT with Brett M. Muscat D/B/A Muscat Painting & Decorating.

ATTACHMENTS:

Amendment No. 1 to Agreement PB-25-029NT with Brett M. Muscat D/B/A Muscat Painting & Decorating

AMENDMENT NO. 1
TO AGREEMENT PB-25-029NT

This First Amendment (the "Amendment") is made and entered into upon execution by both parties and between **City of Bradenton**, a political subdivision of the State of Florida, hereinafter referred to as the "City," and **Brett M. Muscat D/B/A Muscat Painting & Decorating,** hereinafter referred to as "Contractor."

WITNESSETH

WHEREAS, the City and the Contractor entered into Agreement PB-25-029NT ("Agreement") to provide the City with Traffic Signal and Street Light Painting Services, on June 11, 2025; and

WHEREAS, the Agreement with the City provided for a three-year term, thorough March 22, 2026: however, the Agreement provides the parties with the option to renew for two (2) additional one-year periods.

WHEREAS, the parties now wish to renew the Agreement for an additional one-year period.

NOW THEREFORE, the City and the Contractor, in consideration of the mutual covenants contained herein, do Agreement to amend the Agreement as follows:

1. The above recitals are true and correct and incorporated herein by reference.
2. The term of the Agreement is hereby renewed for a period of one (1) year, effective April 8, 2026 through March 21, 2027.
3. Except as modified herein, all other terms, covenants, and conditions of the Agreement shall remain in full force and effect.

[The remainder of this page left black intentionally.]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the last date written below.

WITNESS:

Print Name: REGINA MUSCAT

Signed By: Regina Muscat

Date: 3-31-2026

Brett M. Muscat d/b/a Muscat Painting & Decorating:

Print Name: BRETT MUSCAT

Signed By:

Title: ADMIN

Date: 03-31-2026

CITY OF BRADENTON

By: _____

Gene Brown, Mayor

Date: _____

FIRST RENEWAL OF AGREEMENT FOR
TRAFFIC SIGNAL AND STREET LIGHT PAINTING SERVICES

THIS FIRST RENEWAL OF AGREEMENT FOR TRAFFIC SIGNAL AND STREET LIGHT PAINTING SERVICES, made and entered into on Mar 20, 2026 by and between the CITY OF SARASOTA, FLORIDA, a municipal corporation, hereinafter referred to as "CITY," and BRETT M. MUSCAT D/B/A MUSCAT PAINTING & DECORATING, hereinafter referred to as "CONTRACTOR" (collectively the "Parties").

W I T N E S S E T H :

WHEREAS, on March 22, 2023, CITY and CONTRACTOR entered into a three-year Agreement for Traffic Signal and Street Light Painting Services, outlining the terms by which CONTRACTOR will provide complete service to clean, prime, and paint various types of traffic signal and street light equipment at various locations throughout the CITY, pursuant to Invitation to Bid No. 23-11JS and as further defined in the Exhibit A Project Scope of Services attached to the original Agreement (hereinafter "Agreement");

WHEREAS, the Agreement, by its terms, expires on March 21, 2026, but provides for up to two (2) additional one-year renewal periods, upon mutual agreement of the parties;

WHEREAS, CITY and CONTRACTOR desire to enter into this First Renewal of Agreement for Traffic Signal and Street Light Painting Services to extend the term of the Agreement for the first of two available one-year renewals ("First Renewal");

WHEREAS, the First Renewal will commence on March 22, 2026 (the "Effective Date") and expire on March 21, 2027;

WHERAS, the First Renewal will renew at the prices set forth in Exhibit B to the original Agreement; and

WHEREAS, the City Manager is authorized to administratively approve and execute this First Renewal of Agreement on behalf of CITY, so long as there is no increase in the cost or fees to be paid by CITY.

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE MUTUAL COVENANTS CONTAINED HEREIN, IT IS AGREED AS FOLLOWS:

1. Section 4. Term is hereby amended to extend the term for the first of two additional one-year renewal periods, as follows:

> The three-year term of the Agreement commenced on March 22, 2023 and will expire at 11:59 p.m. on March 21, 2026. This Agreement may be renewed for up to two additional one-year periods upon the mutual agreement of the parties. The First Renewal of Agreement will commence

on March 22, 2026 and expire on March 21, 2027. The prices set forth in Exhibit B to the original Agreement shall apply during the First Renewal term. The City Manager is hereby authorized to administratively approve and execute any of these Agreement extensions so long as there is no increase in the cost or fees to be paid by CITY.

2. Notwithstanding the actual date(s) of execution by the Parties, the Effective Date of this First Renewal of Agreement shall be the Effective Date provided for herein.

3. Except as expressly set forth herein, all of the terms, covenants, and conditions of the Agreement are hereby ratified and confirmed by CITY and CONTRACTOR and each, by the execution of this First Renewal of Agreement, hereby signifies their intent to be bound thereby.

IN WITNESS WHEREOF this First Renewal of Agreement for Traffic Signal and Street Light Painting Services has been signed and sealed, in duplicate, by the respective parties hereto.

DATED on Mar 20, 2026 by the **City of Sarasota, Florida**.

DATED on Mar 13, 2026 by **Brett M. Muscat d/b/a Muscat Painting & Decorating**

CITY OF SARASOTA, FLORIDA

By: _____

Interim City Manager

STAFF REVIEW

By: _____

Renee Hayes
GM, Procurement Official

Brett M. Muscat d/b/a Muscat Painting & Decorating

By: _____
brett x (Mar 13, 2026 11:05:49 CDT)

Name: brett x

Title: Administrator

AGENDA ITEM NO. 6.q

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: April 8, 2026

SUBMITTED BY: Rob Perry, City Administration

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Proposal with Woodard and Curran for the Fiscal Initiative Plan (FIP) for Drinking Water

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
On March 25, 2026, City Council memorialized the FIP for wastewater via Resolution 26-30. This proposal will give Woodard & Curran staff the ability to move forward with creating the FIP for drinking water.

FINANCIAL IMPACT:
Not to exceed $75,000.00.

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the proposal with Woodard & Curran for the creation of an FIP for drinking water.

ATTACHMENTS:
Proposal from Woodard and Curran

12 Mountfort Street
Portland, Maine 04101
www.woodardcurran.com

T 800.426.4262
T 207.774.2112
F 207.774.6635

Via Electronic Mail and US Mail

January 22, 2026

Rob Perry, City Administrator
City of Bradenton, FL
101 Old Main Street
Bradenton, FL 34205

RE: Proposal for a Drinking Water Fiscal Initiative Plan

Dear Mr. Perry:

The intent of this proposal is to develop a "Fiscal Initiative Plan" (FIP) around alternative funding programs whose drivers match specific elements of the drinking water infrastructure. *A Fiscal Initiative Plan (FIP) is defined as a comprehensive assessment to evaluate capital program costs using fiscal solutions to identify a path to implement the capital program.* We understand that the City will work with W&C to identify target projects for review in this study.

PROJECT OBJECTIVES

The objective of this FIP is to gain an understanding of drinking water capital programs, priorities, cost, associated regulatory compliance matters; then a strategic fiscal solutions path to implement these capital programs. This FIP seeks to categorize projects that are driven to match funding agency priorities and metrics. This scope of work focuses only on drinking water utility capital improvements.

STRATEGIC APPROACH

Our approach includes development of a scenario analysis that compares high-level engineers' valuation of capital cost and impact to utility customers from various fiscal resources. It is Woodard & Curran's understanding that Bradenton will provide a Capital Improvement Plan or work with W&C to identify the priority projects, to include Scope, Schedule, and Cost.

The study will provide recommendations by evaluating options to implement required capital improvements with minimal impact to ratepayers/residents. We intend to outline action items which may be necessary to support funding program engagement that may include public participation needs, passing ordinances, voting requirements, and funding application initiation.

SCOPE OF SERVICES

The following activities may be included in the final FIP deliverable in support of the City's drinking water infrastructure, production, treatment, storage, transmission, and distribution systems.

Task 1: Discovery

Task 1 is intended to allow Woodard & Curran (W&C) to perform discovery of the drinking water infrastructure and systems to gain a better understanding of the needs. Discovery under this task may include desktop surveys, field surveys, applicable regulatory requirements, engineering reports, and other data gathering efforts. This task will require close collaboration with City Staff, State & Federal Funding Agencies, State & Federal Regulatory Agencies, and W&C.

Task 2: Prioritization

Task 2 begins with a detailed evaluation of the City's proposed capital programs, regulatory permits, In-Kind Projects, and associated requirements. Prioritization in Task 2 may involve consideration of a variety of governmental needs, customer affordability, and in-depth communication with stakeholders to meet priorities. This prioritization will serve to determine the most critical project areas.

Task 3: Fiscal Analysis

Task 3 involves a detailed review of revenue sources to determine applicable resources that may be available. Additionally, a review of historical and planned alternative funding will provide insight into the broader fiscal solution. Once the critical capital programs are identified and agreed to by City Staff, W&C will then conduct a scenario analysis of each capital project with a comparison of viable funding programs to identify the optimal approach.

Task 4: Identify Alternative Fiscal Resources and Probable Outcomes

The following list summarizes the Task 4 effort and activities:

- Identify and Coordinate with Available Fiscal Resources - Agency resources may include: SRF, WIFIA, Legislative Appropriations, Public-Private-Partnerships (P3), Project Phasing, and Optimization
- Outline Program Requirements and Administrative Expectations
    - Contact applicable Agency representatives to align project scope with Agency drivers
    - Identify critical steps needed to comply with Agency requirements
- Develop a Matrix of Viable Fiscal Options
    - Prepare summary of potential project fiscal offerings
    - Once all fiscal resources are identified, evaluate customer rate impact
    - Summarize suggested approach to minimize impacts on existing customers & rate payers
- Conduct alternative scenario analysis of each CIP program compared to viable funding sources
- Develop Preliminary Schedule – Prepare with enough preliminary detail required for planning out timelines to submit deliverables and meet agency deadlines

Task 5: FIP Deliverables

- Draft FIP for City Staff Review – compile into a draft deliverable for City Comments
- Presentation to City Staff for initial Review – discuss approach and components of draft deliverable
- Final FIP – Incorporate comments on draft deliverable from Staff and complete final version of the FIP

SCHEDULE

Woodard & Curran will commence work within one week of receiving a Notice to Proceed from the City. Woodard & Curran will complete each of the above tasks within **6 months from the City's Notice to Proceed**.

BUDGET

Woodard & Curran proposes to perform the work as described within this proposal on a Time and Materials basis, to be billed monthly based upon services provided, with a not to exceed amount of **$75,000.**

TERMS AND CONDITIONS

The Scope of Services will be completed in accordance with the terms of the Operations and Maintenance Agreement between Woodard & Curran, Inc. and The City of Bradenton, FL, dated May 5, 2025 as an Out of Scope Service in reference to section 3.09 of the original agreement.

CLOSING

We greatly appreciate this opportunity to offer our Professional Services. If you accept this proposal and wish to proceed with the Scope of Services, please sign the below Authorization to Proceed and return a copy for our files

Sincerely,

Ryan Watson

Woodard & Curran, Inc.

The parties hereto have executed this Agreement by their duly authorized agents as of the date indicated below.

AUTHORIZATION TO PROCEED

WOODARD & CURRAN, INC.		**CITY OF BRADENTON, FL**	
Signature	*Date*	*Signature*	*Date*
Name (printed)		*Name (printed)*	
Title		*Title*	

AGENDA ITEM NO. 6.r

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: April 8, 2026

SUBMITTED BY: Rob Perry, City Administration

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Proposal with Woodard and Curran for the Fiscal Initiative Plan (FIP) for Stormwater

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
On March 25, 2026, City Council memorialized the FIP for wastewater via Resolution 26-30. This proposal will give Woodard & Curran staff the ability to move forward with creating the FIP for stormwater.

FINANCIAL IMPACT:
Not to exceed $75,000.00.

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the proposal with Woodard & Curran for the creation of an FIP for stormwater.

ATTACHMENTS:
Proposal from Woodard and Curran

12 Mountfort Street
Portland, Maine 04101
www.woodardcurran.com

T 800.426.4262
T 207.774.2112
F 207.774.6635

Via Electronic Mail and US Mail

January 22, 2026

Rob Perry, City Administrator
City of Bradenton, FL
101 Old Main Street
Bradenton, FL 34205

RE: Proposal for a Drinking Water Fiscal Initiative Plan

Dear Mr. Perry:

The intent of this proposal is to develop a "Fiscal Initiative Plan" (FIP) around alternative funding programs whose drivers match specific elements of the drinking water infrastructure. *A Fiscal Initiative Plan (FIP) is defined as a comprehensive assessment to evaluate capital program costs using fiscal solutions to identify a path to implement the capital program.* We understand that the City will work with W&C to identify target projects for review in this study.

PROJECT OBJECTIVES

The objective of this FIP is to gain an understanding of drinking water capital programs, priorities, cost, associated regulatory compliance matters; then a strategic fiscal solutions path to implement these capital programs. This FIP seeks to categorize projects that are driven to match funding agency priorities and metrics. This scope of work focuses only on drinking water utility capital improvements.

STRATEGIC APPROACH

Our approach includes development of a scenario analysis that compares high-level engineers' valuation of capital cost and impact to utility customers from various fiscal resources. It is Woodard & Curran's understanding that Bradenton will provide a Capital Improvement Plan or work with W&C to identify the priority projects, to include Scope, Schedule, and Cost.

The study will provide recommendations by evaluating options to implement required capital improvements with minimal impact to ratepayers/residents. We intend to outline action items which may be necessary to support funding program engagement that may include public participation needs, passing ordinances, voting requirements, and funding application initiation.

SCOPE OF SERVICES

The following activities may be included in the final FIP deliverable in support of the City's drinking water infrastructure, production, treatment, storage, transmission, and distribution systems.

Task 1: Discovery

Task 1 is intended to allow Woodard & Curran (W&C) to perform discovery of the drinking water infrastructure and systems to gain a better understanding of the needs. Discovery under this task may include desktop surveys, field surveys, applicable regulatory requirements, engineering reports, and other data gathering efforts. This task will require close collaboration with City Staff, State & Federal Funding Agencies, State & Federal Regulatory Agencies, and W&C.

Task 2: Prioritization

Task 2 begins with a detailed evaluation of the City's proposed capital programs, regulatory permits, In-Kind Projects, and associated requirements. Prioritization in Task 2 may involve consideration of a variety of governmental needs, customer affordability, and in-depth communication with stakeholders to meet priorities. This prioritization will serve to determine the most critical project areas.

Task 3: Fiscal Analysis

Task 3 involves a detailed review of revenue sources to determine applicable resources that may be available. Additionally, a review of historical and planned alternative funding will provide insight into the broader fiscal solution. Once the critical capital programs are identified and agreed to by City Staff, W&C will then conduct a scenario analysis of each capital project with a comparison of viable funding programs to identify the optimal approach.

Task 4: Identify Alternative Fiscal Resources and Probable Outcomes

The following list summarizes the Task 4 effort and activities:

- Identify and Coordinate with Available Fiscal Resources - Agency resources may include: SRF, WIFIA, Legislative Appropriations, Public-Private-Partnerships (P3), Project Phasing, and Optimization
- Outline Program Requirements and Administrative Expectations
    - Contact applicable Agency representatives to align project scope with Agency drivers
    - Identify critical steps needed to comply with Agency requirements
- Develop a Matrix of Viable Fiscal Options
    - Prepare summary of potential project fiscal offerings
    - Once all fiscal resources are identified, evaluate customer rate impact
    - Summarize suggested approach to minimize impacts on existing customers & rate payers
- Conduct alternative scenario analysis of each CIP program compared to viable funding sources
- Develop Preliminary Schedule – Prepare with enough preliminary detail required for planning out timelines to submit deliverables and meet agency deadlines

Task 5: FIP Deliverables

- Draft FIP for City Staff Review – compile into a draft deliverable for City Comments
- Presentation to City Staff for initial Review – discuss approach and components of draft deliverable
- Final FIP – Incorporate comments on draft deliverable from Staff and complete final version of the FIP

SCHEDULE

Woodard & Curran will commence work within one week of receiving a Notice to Proceed from the City. Woodard & Curran will complete each of the above tasks within **6 months from the City's Notice to Proceed**.

BUDGET

Woodard & Curran proposes to perform the work as described within this proposal on a Time and Materials basis, to be billed monthly based upon services provided, with a not to exceed amount of **$75,000.**

TERMS AND CONDITIONS

The Scope of Services will be completed in accordance with the terms of the Operations and Maintenance Agreement between Woodard & Curran, Inc. and The City of Bradenton, FL, dated May 5, 2025 as an Out of Scope Service in reference to section 3.09 of the original agreement.

CLOSING

We greatly appreciate this opportunity to offer our Professional Services. If you accept this proposal and wish to proceed with the Scope of Services, please sign the below Authorization to Proceed and return a copy for our files

Sincerely,

Ryan Watson

Woodard & Curran, Inc.

The parties hereto have executed this Agreement by their duly authorized agents as of the date indicated below.

AUTHORIZATION TO PROCEED

WOODARD & CURRAN, INC.		**CITY OF BRADENTON, FL**	
Signature	*Date*	*Signature*	*Date*
Name (printed)		*Name (printed)*	
Title		*Title*	

AGENDA ITEM NO. 7.a

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: April 8, 2026

SUBMITTED BY: Jeremy Giddens, Police

ITEM TYPE: Miscellaneous

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: FY 2025-26 Edward Byrne Memorial Justice Assistance Grant Submission (JAG) - PUBLIC HEARING

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
Yes

EXPLANATION:
Presentation, review, and approval of the FY 2025 Edward Byrne 2025 Justice Assistance Grant submission. This item requires a public hearing for community comments.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Police legal advisor reviewed.

SUGGESTED MOTION:
Motion to authorize the submission and acceptance of the FY 2025 Edward Byrne Memorial Justice Assistance Grant.

ATTACHMENTS:
FY 2025-26 Justice Assistance Grant Application

City of Bradenton

Proposed Plan for the Fiscal Year 2025 Edward Byrne Memorial Justice Assistance Grant (JAG) Formula Program

Public Comment & Plan Availability Period:	March 26, 2026 – April 26, 2026
Posted to City's Webpage:	March 25, 2026
Governing Body Notified of Grant Opportunity:	March 23, 2026
Governing Body Consideration for Adoption:	April 8, 2026
Application Submission:	April 26, 2026, close of business

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- Budget Narrative and Budget
- Detail Budget
- Review Narrative

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Overview

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program is the primary provider of federal criminal justice funding to states and units of local government. Bureau of Justice Assistance (BJA) will award JAG Program funds to eligible local government units as described in this FY 2025 JAG Program Local Solicitation (BJA will issue a separate solicitation for states).

BJA will provide formula funding to eligible units of local government to, in general, support hiring additional personnel and/or purchase equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice or civil proceedings, including for any one or more of the following program areas:

1. Law enforcement programs.
2. Prosecution and court programs.
3. Prevention and education programs.
4. Corrections and community corrections programs.
5. Drug treatment and enforcement programs.
6. Planning, evaluation, and technology improvement programs.
7. Crime victim and witness programs (other than compensation).
8. Mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams.
9. Implementation of state crisis intervention court proceedings and related programs or initiatives, including but not limited to mental health courts, drug courts, veterans' courts, and extreme risk protection order programs.
10. Programs to purchase and operate unmanned aircraft systems (as defined in section 44801 of title 49, United States Code) to benefit public safety.
11. Programs to purchase and operate counter-UAS systems (as defined in section 44801 of title 49, United States Code) included on the list of technologies established by subsection (d)(2)(A)(iii) section 210G of the Homeland Security Act of 2002 (6 U.S.C. 124n(d)(2)(A)(iii)) to exercise the authority granted under subsection (a)(2) of such section.

Areas of Emphasis BJA recognizes that many state and local criminal justice systems currently face challenging fiscal environments and that an important, cost-effective way to relieve those pressures is to share or leverage resources through cooperation among federal, state, local, tribal, and territorial (SLTT) law enforcement. BJA encourages SLTT recipients of FY25 JAG funding to join federal law enforcement agencies in addressing the following challenges:

Combatting Violent Crime: JAG funds may be used to implement, enhance, or expand projects aimed at combating violent crime. This should include direct support for law enforcement operations. Specific activities could include addressing human trafficking of American citizens; dismantling criminal gangs, street crews, and drug networks, including drug manufacturing, dealing, and trafficking; and cracking down on the open use of illegal drugs. State and local agencies are encouraged to coordinate with their United States Attorneys and Project Safe Neighborhoods grantees in order to leverage JAG funding for violence reduction projects, to include the DOJ Operation Take Back America to eliminate cartels and transnational criminal organizations; and to coordinate their law enforcement activities with those of federal law

enforcement agencies such as the Federal Bureau of Investigation (FBI), the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF), the Drug Enforcement Administration, the United States Marshals Service, and the Department of Homeland Security.

Further, state and local agencies may use JAG funds to protect the public, critical infrastructure, mass gathering events, and public facilities from threats posed by the careless or unlawful use of unmanned aircraft systems (UAS) as well as to interrupt drug cartels use of UAS for smuggling and surveilling law enforcement, to include purchase of UAS (see BJA's UAS page for prior approval requirements before using JAG funds for UAS or counter-UAS) or equipment or services for the detection, tracking, or identification of drones and drone signals.

Immigration Enforcement: State and local agencies may use JAG funds to partner with federal law enforcement on immigration enforcement operations (e.g., information sharing, 287(g) partnerships, task forces, and honoring detainers), protecting critical infrastructures, and information/intelligence problems.

Safe Communities: State and local agencies may use JAG funds to support services to American citizens and American victims of crime to create safe communities. JAG funds can be used to collaborate with federal law enforcement and task forces to address endemic vagrancy and encampments that create safe havens for drugs, crime, and human trafficking. Additionally, state and local agencies may use JAG funds to focus on improving public order and quality of life through enforcement and prosecution of nuisance abatement and blight including, among other things, petty larceny and criminal damage to property, as well as utilization of maximally flexible civil commitment, institutional treatment, and step-down treatment standards to address untreated mental health and substance use disorders. JAG funds may also be used to support American victims of trafficking and sexual assault.

Safe Houses of Worship: State and local agencies may use JAG funds to respond to and deter threats to houses of worship and other religious institutions, including religious schools. Religious institutions have recently been targeted for acts of violence and desecration. These organizations typically lack sufficient security resources to respond to heightened threats. State and local law enforcement support for houses of worship, religious schools, and other religious institutions is an effective way to combat such threats.

City of Bradenton Proposed Use of Funds

The City of Bradenton proposes to use its fiscal year 2025 Edward Byrne Memorial Justice Assistance Grant (JAG) formula program funds to purchase twenty-one (21) SWAT communications units, including mounting hardware, headphones/hearing protection, and microphones.

Program Narrative

The City of Bradenton is located along the west-central coast of Florida. The Bradenton Police Department has an authorized police force of 132 full-time officers and two (2) part-time officers dedicated to serving a community of approximately 60,000 residents, with an average of more than 3 million visitors to the Bradenton area each year.

The Bradenton Police Department proposes using the FY 2025 Local Edward Byrne Memorial Justice Assistance Grant funds to purchase twenty-one (21) SWAT communications units, including mounting hardware, headphones/hearing protection, and microphones.

The Bradenton Police Department continues confronting crime and violence within the city. Purchasing and deploying new communication equipment will greatly enhance our SWAT team's ability to maintain reliable and secure communications during high-risk operations, including violent crimes, narcotics, human trafficking, and search-and-rescue missions.

The primary objective of this equipment is to enhance the Bradenton Police Department's SWAT team's communication capabilities, providing clearer, unobstructed communication. Reliable and secure communication is vital for ensuring officer safety, effective coordination, and successful outcomes during deployment. The requested equipment will improve interoperability, deliver clearer and more consistent communication in dynamic environments, and minimize the risk of miscommunication between SWAT team members and support personnel during tactical operations. This capability is particularly crucial during large-scale incidents and multi-agency responses, where coordination and clear communication are vital.

Upgrading the SWAT communications equipment will enable officers to maintain constant contact with one another, even in challenging conditions. Enhanced communication capabilities will directly support public safety efforts by facilitating faster decision-making, improving coordination, and promoting more efficient incident resolution, all while increasing situational awareness between assigned officers.

As an alternative, the Bradenton Police Department proposes seeking Byrne JAG funding to purchase thirteen (13) Rapid ID fingerprint units. These devices will allow our officers to quickly and accurately identify individuals in the field by scanning fingerprints and cross-referencing them with local, state, and national databases.

The ability to instantly verify a person's identity is crucial during routine traffic stops, arrests, and investigations, particularly when dealing with individuals who lack proper identification or attempt to provide false information.

The need for these devices is especially critical in high-crime areas, where swift identification can prevent situations from escalating and assist in apprehending individuals with outstanding warrants or criminal histories. Rapid ID units will also enhance officer safety by providing real-time information, ensuring they are fully aware of the risks posed by individuals they encounter.

The proposed equipment and technology will enhance our ability to conduct field operations by enabling better communication and more accurate identification of individuals we encounter. The Bradenton Police Department will continue to work collaboratively with our community partners to strengthen community policing, reduce fear and crime, while developing safe communities for our residents.

This grant proposal aims to meet JAG requirements by providing equipment to enhance law enforcement programs that create safer communities. After the program, data will be summarized, compared, and reported as required by the Department of Justice. The Bradenton Police Department is confident that we can fulfill this proposal as we seek to reduce crime and raise the quality of life for our stakeholders.

Budget Narrative and Budget

Equipment

1. SWAT (Special Weapons and Tactics) Communication Equipment

We are requesting Byrne JAG funding to enhance our SWAT communications equipment, which is crucial to ensuring our officers can maintain continuous, reliable contact in a variety of challenging scenarios. These situations include large-scale incidents, coordinated multi-agency operations, and environments where consistent, clear communication is paramount for safety and situational awareness.

Upgrading our communication capabilities is essential for several reasons. First, it will facilitate quicker, more informed decision-making during critical incidents, enabling officers to respond to dynamic situations. Second, improved communication equipment will enhance coordination among the agencies involved in joint operations, ensuring all teams are aligned and working seamlessly. Finally, these enhancements will lead to more efficient incident resolution, ultimately reducing response times and ensuring public safety is prioritized.

By investing in communication equipment, we aim to strengthen and enhance our operational effectiveness and better safeguard our community during high-pressure events. This initiative reflects our commitment to continually improving our response capabilities and protecting the safety of both our officers and the public they serve.

SWAT communication enhancement for twenty-one (21) units is **$28,872**

Item two serves as an alternative and will be submitted to the DOJ for approval if option one is not approved or no longer available.

2. Handheld Rapid ID Fingerprint Devices

As an alternative, we seek Byrne JAG funding to acquire thirteen (13) Rapid ID fingerprint units to significantly enhance our department's ability to quickly and accurately identify individuals in the field. These portable devices allow officers to capture fingerprints and instantly compare them against local, state, and national databases, providing real-time identity verification. When individuals lack proper identification or provide false information, Rapid ID units can quickly confirm or refute their identity, enabling officers to make faster, more informed decisions. This technology will be invaluable in streamlining the identification process during traffic stops, arrests, and investigations, improving overall operational efficiency, and reducing the need for time-consuming trips to booking stations.

Rapid ID units are critical for our department’s work in high-crime areas where quick identification can prevent dangerous situations from escalating. The ability to verify a person’s criminal history or outstanding warrants on the spot greatly enhances officer safety by alerting them to potential threats in real time. These devices can also help identify individuals involved in human trafficking or other crimes where victims may not have traditional forms of identification. Additionally, by

providing accurate and immediate identification, Rapid ID units can reduce the likelihood of detaining innocent individuals, ensuring that officers focus their resources on those who pose a genuine threat to public safety.

The cost of the thirteen (13) Rapid ID fingerprint devices is **$28,872**

Total JAG Fiscal Year 2025 Equipment Costs **$28,872.00**.

Detail Budget

Total JAG Allotment	$28,872.00
Equipment	
- 21 3m COMTAC VI NIB (headsets/single lead)	$23,189.57
- 21 Hardware (mounts & rail system)	$ 5,682.43
Total Equipment Cost	$28,872.00
Leveraged Funds	$0
Total Fiscal Year 2028 JAG Budget	**$28,872.00**

Alternative Submission

Total JAG Allotment	$28,872.00
Equipment	
- 13 Rapid ID Units (HID Device, phone, software)	$28,872.00
Total Equipment Cost	$28,872.00
Leveraged Funds	$0
Total Fiscal Year 2028 JAG Budget	**$28,872.00**

REVIEW NARRATIVE

The proposed plan was provided to the governing body for review on March 23, 2026, and will be considered by the City Council on April 8, 2026. The application will be submitted to the Department of Justice at the close of business on April 26, 2026. Public comment will be allowed during the public hearing on the plan adoption on April 8, 2026, at a regularly scheduled City Council meeting. The plan will be available for public review and comment 30 days before submission, beginning on March 26, 2026.

The following timeline will be followed during this application process:

Public Notice Advertisement:	March 26, 2026
Public Comment & Plan Availability Period:	March 26, 2026, to April 26, 2026
Posted to City's Webpage:	March 26, 2026
Governing Body Notified of Grant Opportunity	March 23, 2026
Governing Body Consideration for Adoption:	April 8, 2026
Application Submission:	April 26, 2026 (close of business)

The proposed plan will be available to the public on the City's webpage, www.cityofbradenton.com, as well as at City Hall and the Bradenton Police Department.

Public comment will also be allowed during the public hearing on the plan adoption on April 8, 2026, at a regularly scheduled City Council meeting. Any comments will be forwarded to the DOJ for review.

City of Bradenton

ADVERTISEMENT NOTICE OF FUNDING AVAILABILITY & NOTICE OF CITIZEN COMMENT PERIOD

The City of Bradenton has received notice from the U.S. Department of Justice of its proposed allocation of the $28,872 Justice Assistance Grant (JAG) Program (A maximum of 10% of the funds may be used for planning and administration).

The City's proposed plan identifying how it intends to use these funds will be available for public review at the following locations:

City of Bradenton webpage - www.cityofbradenton.com
City of Bradenton - 101 Old Main Street, Bradenton, FL 34205
Bradenton Police Department - 100 10th Street West, Bradenton, FL 34205
Bradenton Police Department webpage – www.bradentonpd.com

Citizen comments will be received from **March 26, 2026, through the close of business day, April 26, 2026**. The City Council will conduct a public hearing and consider adopting the recommended application during the **April 8, 2026,** City Council meeting commencing at 8:30 AM. All comments received during the citizen input period will be forwarded to the Department of Justice with the grant application submittal.

City of Bradenton
C/O Jeremy S. Giddens
2025 Justice Assistance Program
100 10th St West
Bradenton, Florida 34205

For more information, please contact Jeremy Giddens at 941-932-9300.

Publish One Time on March 26, 2026

APPENDIX

Budget Detail Summary

Equipment Request:	Federal: $28,872	Non-Federal: $0	Total: $28,872
Total Direct Costs:	Federal: $28,872	Non-Federal: $0	Total: $28,872
Total Project Costs:	Federal: $28,872	Non-Federal: $0	Total: $28,872

Total Federal Request: $28,872

AGENDA ITEM NO. 7.b

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: April 8, 2026

SUBMITTED BY: Jamie Schindewolf, Planning & Community Development

ITEM TYPE: Ordinance

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: ORDINANCE 4072 - FIRST READING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, ANNEXING INTO THE CITY OF BRADENTON CERTAIN REAL PROPERTY CONTIGUOUS THERETO, GENERALLY LOCATED EAST OF 50TH STREET WEST AND APPROXIMATELY 70 FEET SOUTH OF MANATEE AVE WEST, IDENTIFIED AS 507 50TH STREET WEST (PARCEL ID 3629100003) AND 509 50TH STREET WEST (PARCEL ID 3629000005), AND MORE PARTICULARLY DESCRIBED HEREIN, CONTAINING APPROXIMATELY 0.397 ACRES TOTAL AND OWNED BY SHIV OHM PL, AND ZEEVA RE, LLC, RESPECTIVELY, PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR AMENDMENT OF THE CITY BOUNDARIES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SUGGESTED ACTION: No action is required on first reading. The second reading and public hearing are scheduled for May 13, 2026.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:

The applicant is requesting a voluntary annexation into the City of Bradenton for two parcels approximately .02 miles south of Manatee Avenue West along 50th Street West. The purpose of this annexation is to redevelop the properties into a larger medical office and accompanying parking.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by Attorney Rudacille.

SUGGESTED MOTION:
No action is required on first reading. The second reading and public hearing are scheduled for May 13, 2026.

ATTACHMENTS:
Ordinance 4072
Staff Report
Application

ORDINANCE NO. 4072

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, ANNEXING INTO THE CITY OF BRADENTON CERTAIN REAL PROPERTY CONTIGUOUS THERETO, GENERALLY LOCATED EAST OF 50TH STREET WEST AND APPROXIMATELY 70 FEET SOUTH OF MANATEE AVE WEST, IDENTIFIED AS 507 50TH STREET WEST (PARCEL ID 3629100003) AND 509 50TH STREET WEST (PARCEL ID 3629000005), AND MORE PARTICULARLY DESCRIBED HEREIN, CONTAINING APPROXIMATELY 0.397 ACRES TOTAL AND OWNED BY SHIV OHM, PL, AND ZEEVA RE, LLC, RESPECTIVELY, PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR AMENDMENT OF THE CITY BOUNDARIES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 171.044, *Fla. Stat.*, provides for the voluntary annexation of reasonably compact real property that is contiguous to a municipality; and

WHEREAS, Shiv Ohm, P.L., is the owner of approximately 0.198 acres of real property located at 507 50th Street West (PID# 3629100003)(the "Shiv Ohm Property"); and

WHEREAS, Zeeva RE, LLC, is the owner of approximately 0.198 acres of real property located at 509 50th Street West (PID# 3629000005) (the "Zeeva RE Property"); and

WHEREAS, the Shiv Ohm Property and Zeeva RE Property collectively are legally described and depicted on **Exhibit A**, attached hereto and incorporated herein (the "Property"); and

WHEREAS, a map showing the location of the Property is attached hereto and incorporated herein as **Exhibit B**; and

WHEREAS, Shiv Ohm, P.L., has executed a petition requesting that the Shiv Ohm Property be annexed into the City of Bradenton, pursuant to the provisions of Section 171.044, *Fla. Stat.*, and the City Council has determined that the petition bears the requisite signatures of all owners of the Shiv Ohm Property; and

WHEREAS, Zeeva RE, LLC, has executed a petition requesting that the Zeeva RE Property be annexed into the City of Bradenton, pursuant to the provisions of Section 171.044, *Fla. Stat.*, and the City Council has determined that the petition bears the requisite signatures of all owners of the Zeeva RE Property; and

WHEREAS, the Property is reasonably compact and contiguous to the City of Bradenton, the annexation of the Property will not create any enclaves, and the annexation otherwise meets the requirements of Section 2.2.6 of the City's Code of Ordinances and Section 171.044, *Fla. Stat.*; and

WHEREAS, notice of said annexation, a copy of which is attached hereto and incorporated herein as **Exhibit C**, has been sent to the Board of County Commissioners for Manatee County and published as required under Section 171.044, *Fla. Stat.*; and

WHEREAS, the City Council of the City of Bradenton hereby finds and declares that the annexation of the Property into the City is in the best interest of the public health, safety, and welfare; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA:

Section 1. Findings of Fact. The above "Whereas" clauses are adopted herein as findings of fact.

Section 2. Annexation of the Property. The Property, as legally described in and generally depicted on the sketch attached as Exhibit A, is hereby annexed into and incorporated within the City of Bradenton as fully and effectually as if the same were included within the boundary of the City of Bradenton, as set forth in the Charter.

Section 3. Amendment of City Boundaries. The legal description of the City of Bradenton municipal boundaries, as described in the City Charter and kept on file in the City Clerk's office, is hereby amended to reflect the annexation of the Property. The City Clerk is hereby directed to undertake measures necessary to amend the municipal boundaries consistent with this Ordinance and to make the filings required under Section 171.044, *Fla. Stat.*

Section 4. Severability. If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

Section 5. Effective Date. This Ordinance shall take effect as provided by law.

FIRST READING	April 8th, 2026
PUBLICATION DATE	April 5th and April 12th, 2026
SECOND READING	May 13th, 2026

PASSED AND DULY ADOPTED, BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, with a quorum present and voting, this _____, day of _____, 2026.

CITY OF BRADENTON, FLORIDA

_____

Gene Brown, Mayor

ATTEST:

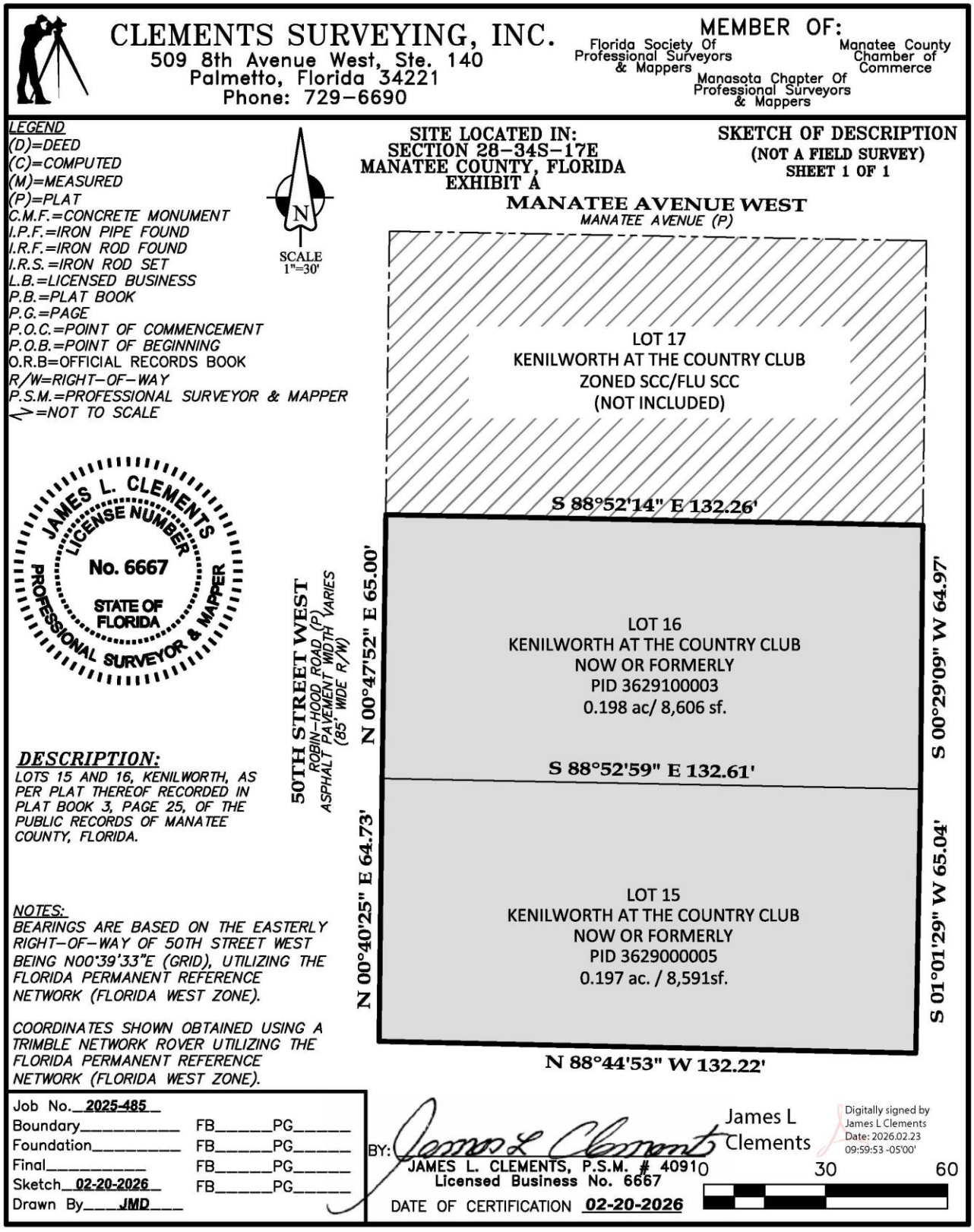
By: _____
Tamara Melton, City Clerk

APPROVED AS TO FORM:

By: _____

Scott Rudacille, City Attorney

Exhibit A


CLEMENTS SURVEYING, INC.
509 8th Avenue West, Ste. 140
Palmetto, Florida 34221
Phone: 729-6690
MEMBER OF:
Florida Society Of Professional Surveyors & Mappers
Manatee County Chamber of Commerce
Manasota Chapter Of Professional Surveyors & Mappers
LEGEND
(D)=DEED
(C)=COMPUTED
(M)=MEASURED
(P)=PLAT
C.M.F.=CONCRETE MONUMENT
I.P.F.=IRON PIPE FOUND
I.R.F.=IRON ROD FOUND
I.R.S.=IRON ROD SET
L.B.=LICENSED BUSINESS
P.B.=PLAT BOOK
P.G.=PAGE
P.O.C.=POINT OF COMMENCEMENT
P.O.B.=POINT OF BEGINNING
O.R.B=OFFICIAL RECORDS BOOK
R/W=RIGHT-OF-WAY
P.S.M.=PROFESSIONAL SURVEYOR & MAPPER
≈=NOT TO SCALE
N
SCALE 1"=30'
SITE LOCATED IN:
SECTION 28-34S-17E
MANATEE COUNTY, FLORIDA
EXHIBIT A
SKETCH OF DESCRIPTION
(NOT A FIELD SURVEY)
SHEET 1 OF 1
MANATEE AVENUE WEST
MANATEE AVENUE (P)
LOT 17
KENILWORTH AT THE COUNTRY CLUB
ZONED SCC/FLU SCC
(NOT INCLUDED)
S 88°52'14" E 132.26'
JAMES L. CLEMENTS
LICENSE NUMBER
No. 6667
STATE OF FLORIDA
PROFESSIONAL SURVEYOR & MAPPER
50TH STREET WEST
ROBIN-HOOD ROAD (P)
ASPHALT PAVEMENT WIDTH VARIES
(85' WIDE R/W)
N 00°47'52" E 65.00'
LOT 16
KENILWORTH AT THE COUNTRY CLUB
NOW OR FORMERLY
PID 3629100003
0.198 ac/ 8,606 sf.
S 88°52'59" E 132.61'
S 00°29'09" W 64.97'
N 00°40'25" E 64.73'
LOT 15
KENILWORTH AT THE COUNTRY CLUB
NOW OR FORMERLY
PID 3629000005
0.197 ac. / 8,591sf.
S 01°01'29" W 65.04'
N 88°44'53" W 132.22'
DESCRIPTION:
LOTS 15 AND 16, KENILWORTH, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 25, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.
NOTES:
BEARINGS ARE BASED ON THE EASTERLY RIGHT-OF-WAY OF 50TH STREET WEST BEING N00°39'33"E (GRID), UTILIZING THE FLORIDA PERMANENT REFERENCE NETWORK (FLORIDA WEST ZONE).
COORDINATES SHOWN OBTAINED USING A TRIMBLE NETWORK ROVER UTILIZING THE FLORIDA PERMANENT REFERENCE NETWORK (FLORIDA WEST ZONE).
Job No. 2025-485
Boundary FB PG
Foundation FB PG
Final FB PG
Sketch 02-20-2026 FB PG
Drawn By JMD
BY: James L Clements
Digitally signed by James L Clements
Date: 2026.02.23 09:59:53 -05'00'
JAMES L. CLEMENTS, P.S.M. # 4091
Licensed Business No. 6667
DATE OF CERTIFICATION 02-20-2026
0 30 60

City of Bradenton
Planning and Community Development Department
City Council First Reading
April 8, 2026

Staff Report

Case Number:	PLN-AXR-26-0001
Ordinance No.:	4072
Applicant:	Robert Gause, Agent
Owner:	Shiv Ohm P l and Zeeva RE LCC
Address:	507 50TH ST W and 509 50TH ST W
Parcel ID No:	3629100003 and 3629000005
Current Zoning:	Manatee County PD-M, Professional Medium Office; Manatee County RSF 4.5, Residential Single Family 4.5
Future Land Use:	Manatee County ROR, Retail Office Residential; Manatee County RES-6, Residential 6 DU/AC
Flood Zone:	X

Surrounding Property - Zoning and Future Land Use:

Current Zoning:

North:	City of Bradenton – Suburban Commercial Corridor (SCC)
South:	Manatee County – RSF 4.5
East:	Manatee County - RSF 4.5/PR-M
West:	Manatee County – RSF 4.5/PR-M

Future Land Use:

North:	City of Bradenton – Suburban Commercial Corridor (SCC)
South:	Manatee County – RES-6
East:	Manatee County – RES-6/ROR
West:	Manatee County – RES-6/ROR

REQUEST:

The applicant is requesting a voluntary annexation into the City of Bradenton for two parcels approximately .02 miles south of Manatee Avenue West along 50th Street West. The purpose of this annexation is to redevelop the properties into a larger medical office and accompanying parking.

COMPREHENSIVE PLAN ANALYSIS:

Objective 1.7 of the Future Land Use Element of the Comprehensive Plan provides criteria "*to expand City boundaries through annexation of unincorporated land in a logical, sequential and efficient manner*." The following analysis provides responses to the criteria and the requirements of Florida Statutes Chapter 171.

Policy 1.7.2 Annexation Feasibility Study (AFS)

The applicant shall produce an Annexation Feasibility Study for every proposed annexation outlining the property's compliance with the specific policies of Objective 1.7. At a minimum, the AFS will include:

- ***A statement addressing the requirements of annexations outlined in Ch. 171, FS.***

Florida Statutes Section 171.044 provides for the voluntary annexation of property as follows:

> *The owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may petition the governing body of said municipality that said property be annexed to the municipality.*

The subject parcels constitute compact, contiguous property to a parcel (3629200001) that is already under the jurisdiction of the City of Bradenton.

> *Land shall not be annexed through voluntary annexation when such annexation results in the creation of enclaves*

A statement addressing the potential creation of an enclave.

Pursuant to F.S. 171.031(5):

> *(5) "Enclave" means:*
>
> *(a) Any unincorporated improved or developed area that is enclosed within and bounded on all sides by a single municipality; or*
>
> *(b) Any unincorporated improved or developed area that is enclosed within and bounded by a single municipality and a natural or manmade obstacle that allows the passage of vehicular traffic to that unincorporated area only through the municipality.*

The area proposed for annexation does not create an enclave. The parcel north of the subject properties is within the jurisdiction of the City of Bradenton.

- ***A statement addressing the potential creation of a "leap-frog" extension.***

The parcels to be annexed are substantially contiguous to a parcel already under Bradenton's jurisdiction. As such, the parcel to the annexed is not considered a "leap-frog" extension of the City. The area around the properties is already substantially developed; therefore, this proposal also does not create a leap-frog sprawl pattern.

- ***A statement addressing the potential creation of a nearly surrounded pocket of unincorporated land.***

This annexation does not fully surround or create a pocket of unincorporated land.

- ***A statement addressing the potential creation of an overly irregular City Boundary.***

This annexation does not create a newly irregular City boundary. Areas along Manatee Avenue West have historically been annexed into the City.

- ***An inventory of existing public services provided to the proposed annexation by the County or others.***

All services, including water, sewer, police, fire, stormwater, road maintenance, solid waste collection and parks and recreation for the annexed parcel will be provided by the City.

- ***An inventory of public services to be provided by the City upon annexation.***

A technical memorandum, attached to and made a part of this report, has been supplied by Kim Clayback, City Engineering Manager. The memorandum addresses in detail the provision of public services for the annexation parcel.

The subject parcels are currently developed as a single-family home and a medical office. The intention is to develop both parcels into a single medical office. It will be considered a logical extension of City Services to provide both water and sewer to the parcel to be annexed.

- ***A statement from the City Engineer noting if the provision of public services to the proposed property will adversely affect the provision of services to existing City residents.***

- ***The results of a fiscal impact assessment of the proposed annexation.***

Policy 1.7.3 Public Services

- ***The City shall deny or delay annexations of properties that would cause a decrease in the City's ability to provide adequate public services to existing City residents at approved LOS standards, until such time as the deficiency can be corrected. Public services to be considered include, but are not limited to:***
  - ***Potable water***
  - ***Wastewater***
  - ***Stormwater***
  - ***Police***
  - ***Fire protection***
  - ***Road maintenance***
  - ***Garbage collection***
  - ***Parks and recreation***

The project went before the Development Review Committee on December 2, 2025. Public works commented:

> As the property to the north has already been annexed into the City, Public Works would have no objection.
>
> A utility agreement will need to be provided from Manatee County. Changes to utility connections will require site plan approval by Manatee County. The provision of services will be confirmed in the development review process as any potential projects move forward.

Policy 1.7.4 Fiscal Impact

- ***The City shall not approve a proposed annexation if a fiscal impact assessment of the property shows a negative benefit to the City, unless the annexation is to correct an overriding public health or safety issue.***

The applicant asserts that the properties in question have a combined value of $590,640.00 according to the Manatee County Property Appraiser's website. With a millage rate of 5.7101, annexation results in an approximate additional $3,372.61 annually into the City coffers with little additional need for service. Once improvements are made to the site, the annual revenue will increase.

Policy 1.7.5 Assignment of Future Land Use

- ***The City shall assign land annexed into the City a future land use category during the next comprehensive plan amendment cycle, consistent with all policies in this Comprehensive Plan and adjacent land use categories, as shown on the adopted Future Land Use Map.***

Amendments to the Future Land Use Map and zoning map for the City is in process and is expected to be heard by the Planning Commission on April 15, 2026 with First Reading at City Council on May 13th, 2026. The City will be considering a designation of Suburban Commercial Corridor for both the Future Land Use and zoning.

Policy 1.7.6 Public Facilities Efficiency

- **The City shall encourage annexation of property where the annexation promotes the efficiency of utilities or roadways.**

The proposed annexation of this City owned property is efficient as the site is contiguous to property that is already within the City's jurisdiction.

STAFF COMMENTS:

This voluntary annexation of two parcels will allow the property owners to expand an existing medical office, which is not possible under Manatee County codes regarding commercial locations. The forthcoming requests for a future land use and zoning map change is consistent with the adjacent zoning and future land use already within City jurisdiction.

A public hearing and Second Reading for this annexation will be advertised for the May 13, 2026 City Council meeting.

Respectfully submitted,

Jamie Schindewolf
Senior Planner

EXHIBITS:

EXHIBIT "A": Location Map

EXHIBIT "B": Future Land Use Map

EXHIBIT "C": Zoning Map

EXHIBIT "D": Water/Sewer Services Map

EXHIBIT A
Location Map

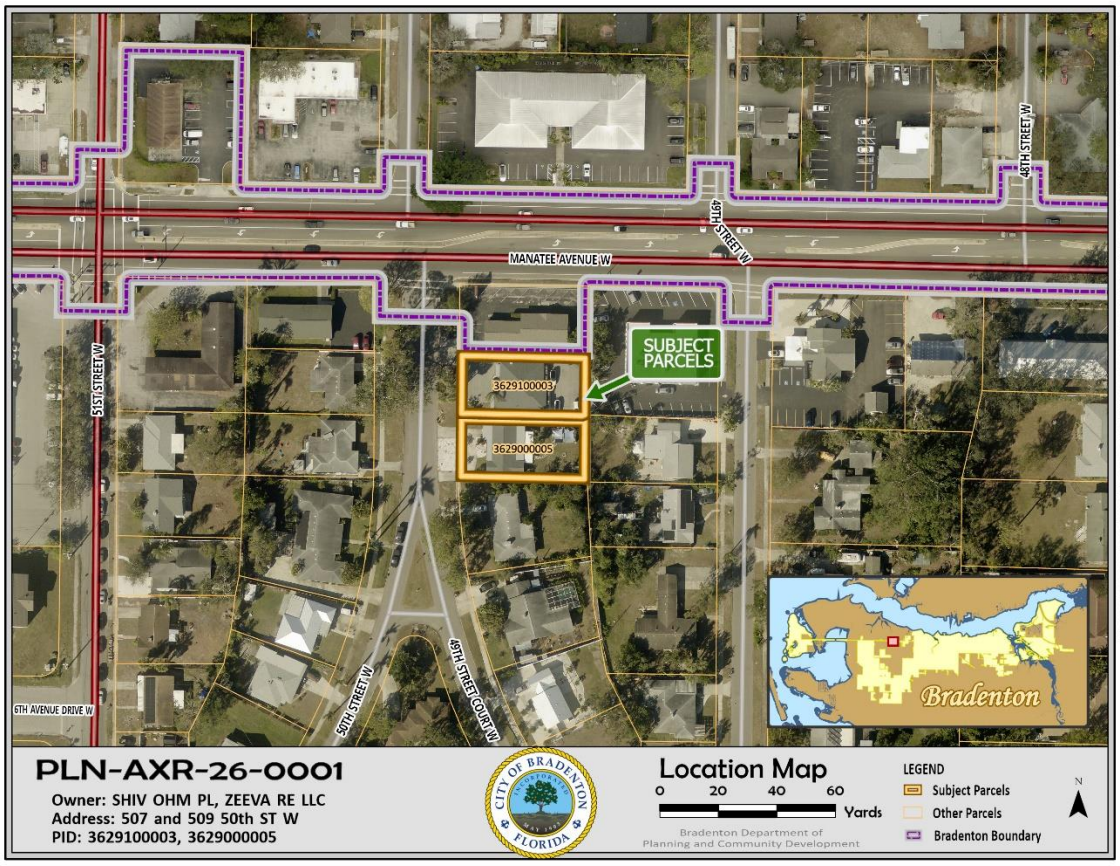


EXHIBIT B
Future Land Use Map

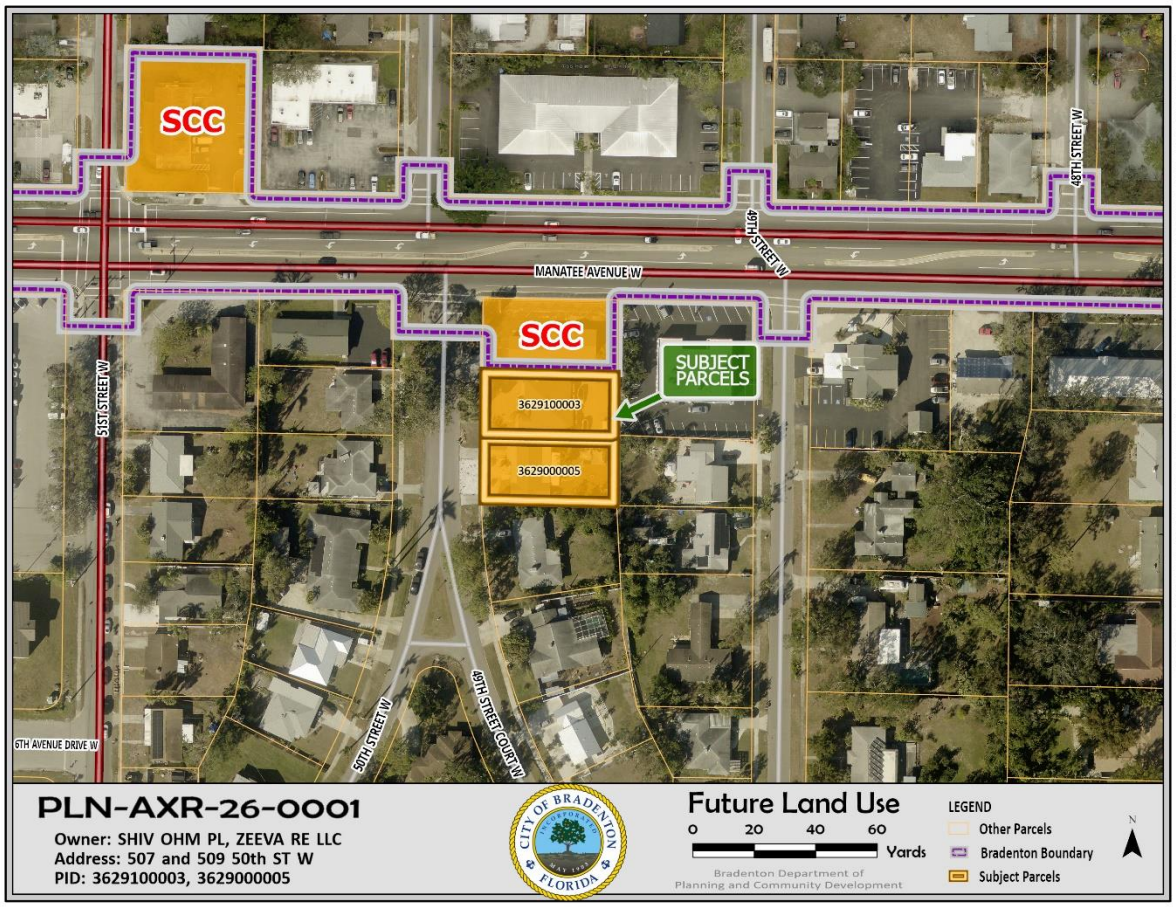


EXHIBIT C
Zoning Map

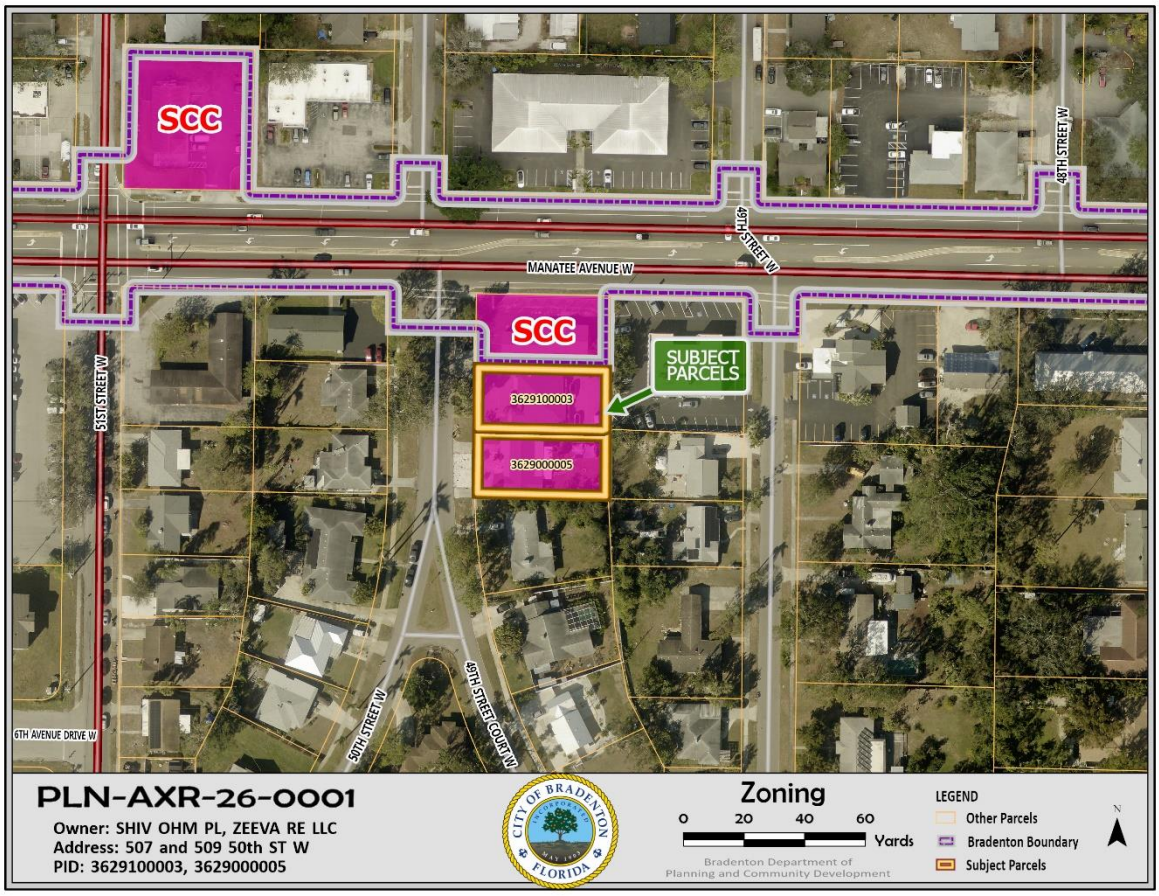
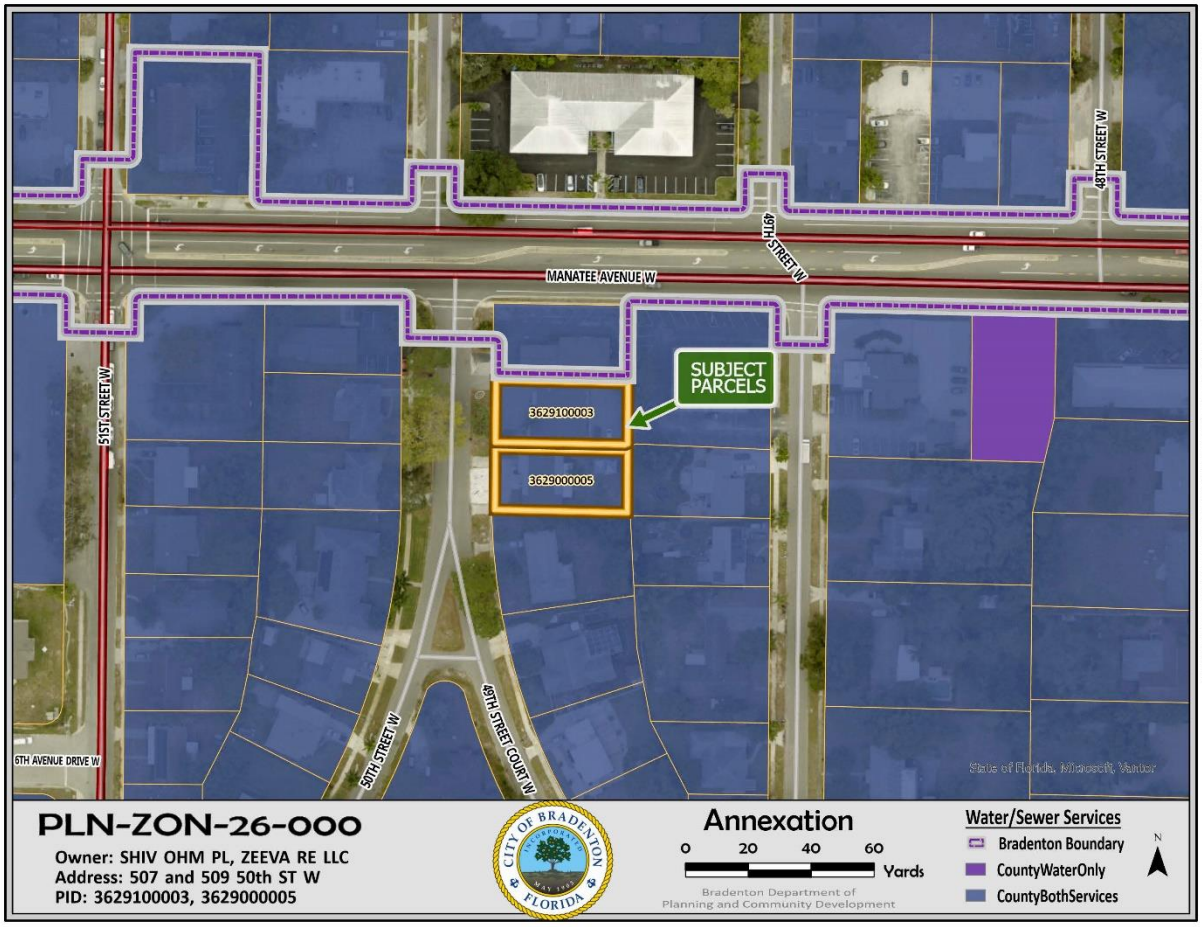


EXHIBIT D
Water/Sewer Services Map



Zoning Atlas Amendment Application

Department of Planning & Community Development
101 Old Main Street, Bradenton, FL 34205
Ph: (941) 932-9400
www.cityofbradenton.com

DISCLOSURE AFFIDAVIT — REQUIRED

The City of Bradenton Land Use Regulations adopted as Ordinance No. 2627, and amended under Ordinance No. 2926 requires that all applications for Land Use Atlas Amendments shall include public disclosure of applicants and their percentage of interest.

If the subject property is owned by:

A CORPORATION, list the principal officers, principal stockholders, and the percentage of stock owned by each; or

A TRUSTEE, list the beneficiaries of the trust with percentage of interest; or

A PARTNERSHIP or LIMITED PARTNERSHIP, list the name of the principals including general and limited partners; and

If there is a CONTRACT FOR PURCHASE, whether contingent on this application or not, and whether a Corporation, Trustee, or Partnership, list the names of the contract purchasers below, including the principal officers, stockholders, beneficiaries, or partners. If any contingency clause or contract terms involve additional parties, list all individuals or officers if a corporation, trust, or partnership. This is in addition to the list of owners.

NOTE: 1) *Changes of ownership or changes in contracts for purchase subsequent to the date of the application, but prior to the date of final public hearing, a supplemental Disclosure of Interest shall be filed. 2) Disclosure shall not be required of any entity whose interests is solely equity interest which are traded on an established securities market in the United States or another country.*

NAME, ADDRESS, TITLE	PERCENTAGE INTEREST, STOCK, OR OWNERSHIP
Nishith Patel 5637 clearwater court , FL , 342 Mgı (owner ___ contract purchaser ___)	100 % Owner Shiv Ohm PL
_____ (owner ___ contract purchaser ___)	_____
_____ (owner ___ contract purchaser ___)	_____

Under penalties of perjury, I declare that I have read the foregoing affidavit and that the facts stated in it are true.

Signature: _____ (Applicant): Nishith Patel (Shiv Ohm Pl)

NOTARY — REQUIRED

STATE OF FLORIDA
COUNTY OF Manatee

The foregoing instrument was sworn to (or affirmed) and subscribed before me this 16th day of Feb, 2026, by NIshith Patel, who is personally known to me or who has produced FLDL# P340620830460 as identification.

A.O. Patel
Signature

AAKASH PATEL, Notary Public
Print Name

State of Florida – My Commission Expires: 07/27/28

AAKASH PATEL
NOTARY PUBLIC
MY COMMISSION
EXPIRES 7-27-2028
STATE OF FLORIDA
COMMISSION NUMBER HH 526937

Zoning Atlas Amendment Application

Department of Planning & Community Development
101 Old Main Street, Bradenton, FL 34205
Ph: (941) 932-9400
www.cityofbradenton.com

bradenton
The Friendly City

DISCLOSURE AFFIDAVIT — **REQUIRED**

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A TRUSTEE, list the beneficiaries of the trust with percentage of interest; or

A PARTNERSHIP or LIMITED PARTNERSHIP, list the name of the principals including general and limited partners; and

If there is a CONTRACT FOR PURCHASE, whether contingent on this application or not, and whether a Corporation, Trustee, or Partnership, list the names of the contract purchasers below, including the principal officers, stockholders, beneficiaries, or partners. If any contingency clause or contract terms involve additional parties, list all individuals or officers if a corporation, trust, or partnership. This is in addition to the list of owners.

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NAME, ADDRESS, TITLE	PERCENTAGE INTEREST, STOCK, OR OWNERSHIP
Rachna Patel 5637 clearwater court , FL, 34211 Mgr (owner ___ contract purchaser ___)	100 % owner Zeeva Re LLC
(owner ___ contract purchaser ___)	
(owner ___ contract purchaser ___)	

Under penalties of perjury, I declare that I have read the foregoing affidavit and that the facts stated in it are true.

Signature: _____ (Applicant): Rachna Patel (Zeeva Re LLC)

NOTARY — **REQUIRED**

STATE OF FLORIDA
COUNTY OF Manatee

The foregoing instrument was sworn to (or affirmed) and subscribed before me this 16th day of Feb, 2026, by RACHNA PATEL, who is personally known to me or who has produced FLIDA P34072483 8680 as identification.

A. P. Patel
Signature

AAKASH PATEL, Notary Public
Print Name

State of Florida – My Commission Expires: 07/27/28

AAKASH PATEL
NOTARY PUBLIC
MY COMMISSION
EXPIRES 7-27-2028
STATE OF FLORIDA
COMMISSION NUMBER HH 526937

Gause and Associates, Inc.

Landscape Architecture

Land Planning

Project Management

Environmental

Irrigation Design

Consulting Arborist

March 3, 2026

City of Bradenton Planning Dept.
101 Old Main St.
Bradenton, Fl. 342025

RE: 507 & 509 50th St. W. Annexation, Rezoning and Comp Plan Map Amendment change

Dear Sirs/Madams,

The owners of the parcels located at 507 50th St. W. (PID 3629100003) owned by SHI OHM P L and 509 50th St. W., (PID 3629000005) owned by ZEEVA RE, LLC are requesting annexation into the City of Bradenton. Along with this request, they are additionally requesting the zoning of the two parcels to be Suburban Commercial Corridorl (SCC) and that they be given a Future Land Use Map designation of Suburban Commercial Corridor (SCC).

Attached with this letter are applications for same along with required documentation to include description sketch, boundary surveys, owners affidavits and justifications.

Respectfully submitted,
Gause and Associates, Inc.

Robert C. Gause
President

323 10th Ave. W., Suite 102., Palmetto, Florida 34221 | Ph. 941.713.0782 | LA000942 | email: bob@gauseandassociates.com

ANNEXATION FEASIBILTIY STUDY

FOR

507-509 50TH STREET WEST

INTRODUCTION:

The subject parcels (PID 3629100003) owned by SHI OHM P L and (PID 3629000005) owned by ZEEVA RE, LLC. are requesting annexation into the City of Bradenton from Manatee County. Currently the parcel located at 507 50th ST. W. is a medical office. The second parcel located at 509 50th St. W. is a single-family house that is used part time as a realtors office and is also leased out as a short term rental vacation home.

The two parcels are currently within the jurisdiction of Manatee County, zoned PR-M and RSF-4.5. They are in the ROR and RES-6 Future Land Use classification. The request is to annex them both into the City of Bradenton and change the Future Land Use map for the parcels to SCC and the zoning to SCC. The property (PID 3629200001) abutting the parcels to the north is located within the City of Bradenton. It is a law office and is zoned Suburban Commercial Corridor and is in the Suburban Commercial Corridor Future Land Use classification. The owners of the two parcels requesting annexation wish to renovate the two parcels to increase the size of the medical office and improve parking. Both existing buildings would be demolished. A new structure would most likely be constructed on the southern parcel with parking added on the north parcel. This would help address circulation problems associated with the existing property to the north of the subject parcels and also address adding a dumpster location to the site.

CHARACTER OF THE AREA:

The subject parcels directly abuts the City of Bradenton city limits and is reasonably compact in compliance with Ch. 171.043 FS. More specifically:

1. The request will not create an enclave or leap-frog condition in that it already abuts City jurisdiction. The increased depth of City jurisdiction into the County is like the depth of similar situations on either side of Manatee Avenue.
2. The result of this annexation will not create a pocket of unincorporated land. The remaining County jurisdiction shall remain largely unchanged and connected in the vicinity of the project.
3. The proposed annexation will not significantly change the City Boundary from it's current form. The city limits will merely extend a little further into the County jurisdiction in this location.
4. Existing public services such as water and sewer utilities are currently provided by Manatee County. Based on discussions with City staff, the applicant may continue to obtain water and sewer services via Manatee County. Solid Waste refuge would begin to be picked up by the City of Bradenton. As they are already providing this service to the parcel north of the applicants property, there will be no significant impact.
5. A letter from the City Engineer confirming no adverse impact to public services to City residents has been requested from Mr. Lee, the City Engineer.
6. Currently, the properties in question have a combined value of $590,640.00 according to the Manatee County property appraiser's website. With a millage rate of 5.7101, annexation results in an approximate additional$3,372.61 annually into the City coffers with little additional need for service. Once improvements are made to the site, the annual revenue amount will increase.

In summary, the proposed annexation will allow the City of Bradenton to increase it's tax base with the addition of professional space while allowing the applicant to redevelop the property to better provide services.

CLEMENTS SURVEYING, INC.
509 8th Avenue West, Ste. 140
Palmetto, Florida 34221
Phone: 729-6690

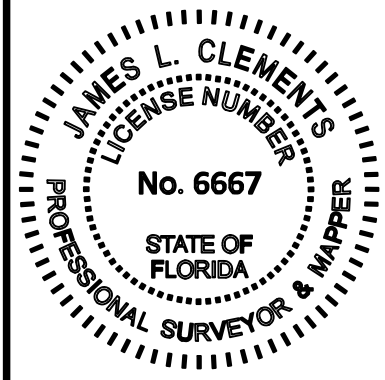
MEMBER OF:
Florida Society Of Professional Surveyors & Mappers
Manatee County Chamber of Commerce
Manasota Chapter Of Professional Surveyors & Mappers

LEGEND
(D)=DEED
(C)=COMPUTED
(M)=MEASURED
(P)=PLAT
C.M.F.=CONCRETE MONUMENT
I.P.F.=IRON PIPE FOUND
I.R.F.=IRON ROD FOUND
I.R.S.=IRON ROD SET
L.B.=LICENSED BUSINESS
P.B.=PLAT BOOK
P.G.=PAGE
P.O.C.=POINT OF COMMENCEMENT
P.O.B.=POINT OF BEGINNING
O.R.B=OFFICIAL RECORDS BOOK
R/W=RIGHT-OF-WAY
P.S.M.=PROFESSIONAL SURVEYOR & MAPPER
<>=NOT TO SCALE

SCALE 1"=30'

SITE LOCATED IN:
SECTION 28-34S-17E
MANATEE COUNTY, FLORIDA
EXHIBIT A

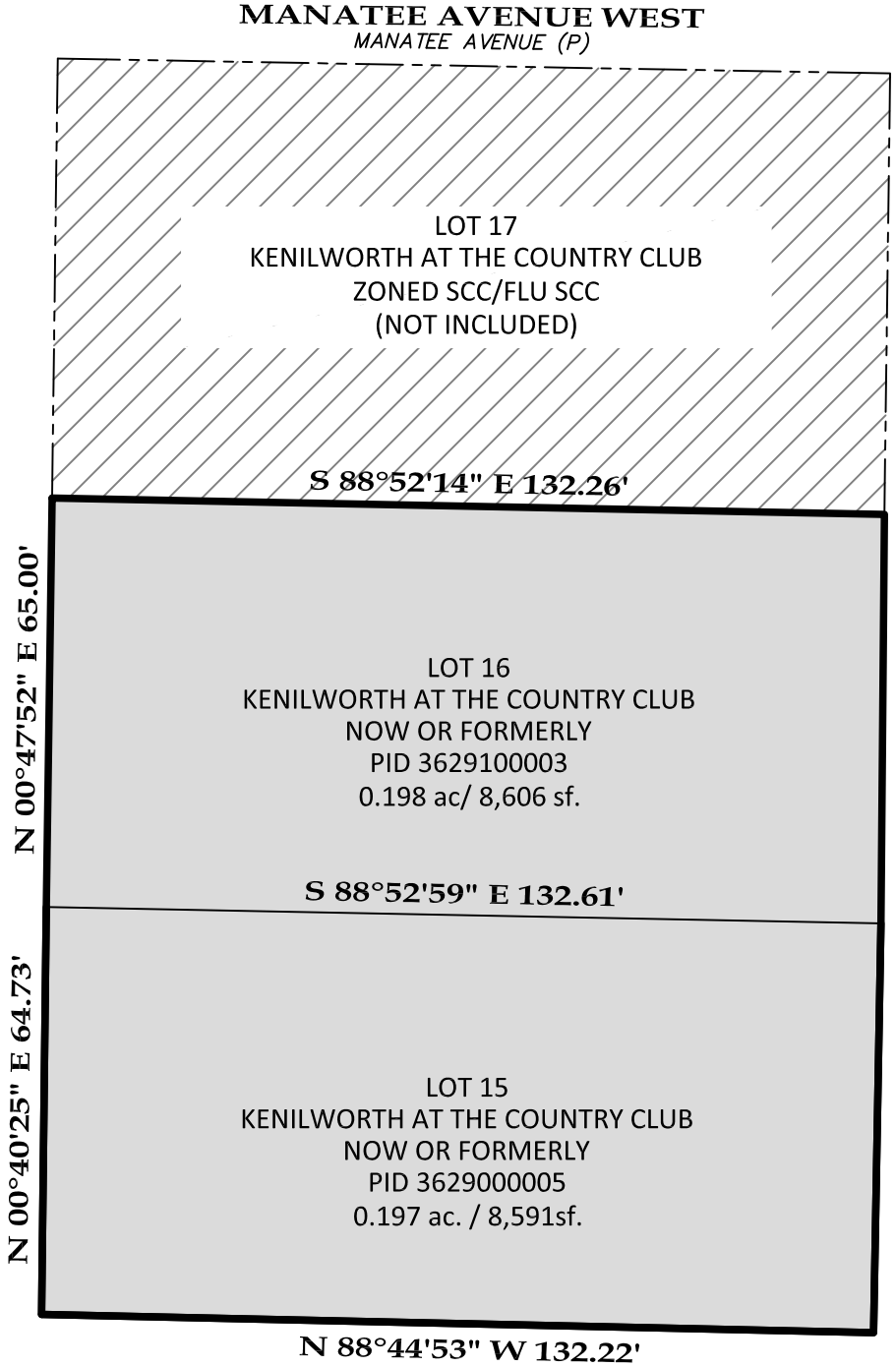
SKETCH OF DESCRIPTION
(NOT A FIELD SURVEY)
SHEET 1 OF 1



DESCRIPTION:
LOTS 15 AND 16, KENILWORTH, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 3, PAGE 25, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

NOTES:
BEARINGS ARE BASED ON THE EASTERLY RIGHT-OF-WAY OF 50TH STREET WEST BEING N00°39'33"E (GRID), UTILIZING THE FLORIDA PERMANENT REFERENCE NETWORK (FLORIDA WEST ZONE).

COORDINATES SHOWN OBTAINED USING A TRIMBLE NETWORK ROVER UTILIZING THE FLORIDA PERMANENT REFERENCE NETWORK (FLORIDA WEST ZONE).



Job No.	2025-485	
Boundary		FB_____PG_____
Foundation		FB_____PG_____
Final		FB_____PG_____
Sketch	02-20-2026	FB_____PG_____
Drawn By	JMD	

BY: James L Clements
JAMES L. CLEMENTS, P.S.M. # 4091
Licensed Business No. 6667
DATE OF CERTIFICATION 02-20-2026

0 30 60

AGENDA ITEM NO. 7.c

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: April 8, 2026

SUBMITTED BY: Tamara Melton, Legal

ITEM TYPE: Ordinance

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: ORDINANCE 4075 - FIRST READING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING PART 1, CHARTER AND RELATED LAWS, SUBPART B, RELATED LAWS, ARTICLE III, FIREFIGHTERS' RETIREMENT SYSTEM, OF THE CITY OF BRADENTON, FLORIDA; AMENDING SECTION 1, DEFINITIONS, TO EXCLUDE CONTRACTED SPECIAL DETAILS FROM THE DEFINITION OF SALARY; AMENDING SECTION 5 (1), CONTRIBUTIONS, TO LOWER THE EMPLOYEE CONTRIBUTION TO 9% EFFECTIVE UPON RATIFICATION, TO 8% EFFECTIVE OCTOBER 1, 2026 AND TO 7% EFFECTIVE OCTOBER 1, 2027; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEAL OF ORDINANCES OR RESOLUTIONS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
This ordinance amends Section 5, member contributions, to codify changes to from the recent collective bargaining agreements.

FINANCIAL IMPACT:

Please see the attached actuarial impact statement from Foster & Foster.

ATTORNEY REVIEW/RECOMMENDATION:
Attorney Rudacille reviewed the ordinance.

SUGGESTED MOTION:
No action is required at first reading. The second reading and public hearing are scheduled for April 22, 2026.

ATTACHMENTS:
Ordinance 4075
Actuarial Impact Statement

ORDINANCE NO. 4075

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING PART 1, CHARTER AND RELATED LAWS, SUBPART B, RELATED LAWS, ARTICLE III, FIREFIGHTERS' RETIREMENT SYSTEM, OF THE CITY OF BRADENTON, FLORIDA; AMENDING SECTION 1, DEFINITIONS, TO EXCLUDE CONTRACTED SPECIAL DETAILS FROM THE DEFINITION OF SALARY; AMENDING SECTION 5 (1), CONTRIBUTIONS, TO LOWER THE EMPLOYEE CONTRIBUTION TO 9% EFFECTIVE UPON RATIFICATION, TO 8% EFFECTIVE OCTOBER 1, 2026 AND TO 7% EFFECTIVE OCTOBER 1, 2027; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR A REPEAL OF ORDINANCES OR RESOLUTIONS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Bradenton and the IAFF have negotiated a new collective bargaining agreement; and

WHEREAS, the actuary for the City of Bradenton Firefighters' Retirement System has prepared the required impact statement to implement the negotiated pension amendments; and

WHEREAS, the Board of Trustees of the City of Bradenton Firefighters' Retirement System has recommended the adoption of this Ordinance to implement the pension provisions of the new collective bargaining agreement between the City Bradenton and the International Association of Firefighters.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, THAT:

Section 1: Section 1 of the City of Bradenton Firefighters' Retirement Plan is hereby amended to read as follows:

Section 1. – Definitions

****

Salary means the total compensation, subject to the limitations below, paid to a Firefighter for services rendered to the City reportable on the Member's W-2 form, plus all tax deferred, tax sheltered or tax exempt items of income derived from elective employee payroll deductions or salary reductions, but excluding "Contracted Special Details."

Section 2: Section 5(1)(a) of the City of Bradenton Firefighters' Retirement Plan is hereby amended to read as follows:

Section 5. – Contributions.

(1) *Member contributions.*

(a) *Amount.* Effective April 15, 2012, each Member of the System shall be required to make regular contributions to the Fund in the amount of eight percent (8%) of his Salary. Effective April 15, 2013, each Member of the System shall be required to make regular contributions to the Fund in the amount of nine percent (9%) of his Salary. Effective April 15, 2014, each Member of the. System shall be required to make regular contributions to the Fund in the amount of ten percent (10%) of his Salary. Effective upon the first day of the first full pay period following ratification, each Member of the System shall be required to make regular contributions to the Fund in the amount of nine percent (9%) of Salary. Effective upon the first day of the first full pay period that begins after October 1, 2026, the member contribution shall be eight percent (8%) of Salary. Effective upon the first day of the first full pay period that begins after October 1, 2027, the member contribution shall be seven percent (7%) of Salary. Increases in the Member contribution rate shall take effect on the first day of the first pay period that begins on or after the effective date of the increase. Member contributions withheld by the City on behalf of the Member shall be deposited with the Board immediately after each pay period. The contributions made by each Member to the Fund shall be designated as employer contributions pursuant to § 414(h) of the Code. Such designation is contingent upon the contributions being excluded from the Members' gross income for Federal Income Tax purposes. For all other purposes of the System, such contributions shall be considered to be Member contributions.

Section 3: The provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Bradenton, the sections of the Ordinance may be renumbered or relettered to accomplish such intentions, and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

Section 4: If any clause, section, or other part or application of this Ordinance shall be held in any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part or application shall be considered as eliminated and shall not affect the validity of the remaining portions or applications which shall remain in full force and effect.

Section 5: All prior ordinances or parts of ordinances, and prior resolutions or parts of resolutions, in conflict herewith are hereby repealed to the extent of such conflict.

Section 6: This Ordinance shall become effective immediately upon adoption, unless otherwise provided.

PASSED AND DULY ADOPTED, BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, with a quorum present and voting, this ____, day of _____, 2026.

_____
Gene Brown, Mayor

ATTEST:

_____
Tamara Melton, City Clerk

APPROVED AS TO FORM:

_____
Scott Rudacille, City Attorney

First Reading: April 8, 2026
Publication Date: April 12, 2026
Second Reading: April 22, 2026

Coding: Words in strikeout type are deletions from existing text.
Words in underline type are additions.

FOSTER & FOSTER
ACTUARIES AND CONSULTANTS

March 30, 2026

Board of Trustees
City of Bradenton
Firefighters' Pension Board

Re: City of Bradenton Firefighters' Retirement System

Dear Board:

Enclosed is the following material, which has been prepared in support of the proposed changes to the Fund:

1. Three (3) copies of the required Actuarial Impact Statement, which outlines the costs associated with implementing the changes.

2. Draft of transmittal letters to the Bureau of Local Retirement Systems and the Bureau of Police Officers' and Firefighters' Retirement Trust Funds.

It will be necessary for the Chairman to sign each copy of the Actuarial Impact Statement as the Plan Administrator and forward the Impact Statement, along with a copy of the proposed Ordinance, to the two Bureaus prior to final reading.

If you have any questions concerning the enclosed material, please let us know.

Sincerely,

Sara Carlson

Sara E. Carlson, ASA, EA, MAAA

Cc via email: Adam Levinson, Board Attorney

Enclosure

Mr. Steve Bardin
Police Officers' and Firefighters' Retirement Trust Funds
Department of Management Services, Division of Retirement
3189 S. Blair Stone Rd.
Tallahassee, FL 32301

Re: Actuarial Impact Statement

Dear Mr. Bardin:

The City of Bradenton is considering the implementation of amended retirement benefits for its Firefighters. The changes are described in the enclosed material.

Pursuant to the provisions of Chapter 175, we are enclosing the required Actuarial Impact Statement along with a copy of the proposed Ordinance for your review.

If you have any questions or if additional information is needed, please contact us.

Sincerely,

Mr. Keith Brinkman
Bureau of Local Retirement Systems
Division of Retirement
3189 S. Blair Stone Rd.
Tallahassee, FL 32301

Re: Actuarial Impact Statement

Dear Mr. Brinkman:

The City of Bradenton is considering the implementation of amended retirement benefits for its Firefighters. The changes are described in the enclosed material.

Pursuant to Section 22d-1.04 of the Agency Rules, we are enclosing the required Actuarial Impact Statement (AIS) and a copy of the proposed Ordinance for your review.

If you have any questions or if additional information is needed, please contact us.

Sincerely,

CITY OF BRADENTON FIREFIGHTERS' RETIREMENT SYSTEM

ACTUARIAL IMPACT STATEMENT

March 30, 2026

Attached hereto is a comparison of the impact on the Minimum Required Contribution (per Chapter 112, Florida Statutes) and the Required City Contribution, resulting from the implementation of the following changes:

- Exclude "Contracted Special Details" from the definition of *Salary*.
- Reduce the current 10% member contribution rate based on the following schedule, effective upon the first day of the first full pay period after the corresponding effective dates:

Effective Date	Member Contribution Rate
Ratification:	9.0%
October 1, 2026:	8.0%
October 1, 2027:	7.0%

The cost impact, determined as of October 1, 2025, applicable to the fiscal year ending September 30, 2027, is as follows:

	Proposed	Current
Minimum Required Contribution	$4,081,982	$4,083,530
Member Contributions (Est.)	585,988	732,485
City And State Required Contribution	3,495,994	3,351,045
State Contribution (Est.) [1]	677,794	677,794
City Required Contribution	$2,818,200	$2,673,251

[1] Represents the amount received in calendar 2025. As per a Mutual Consent Agreement signed January 13, 2016, the City has access to $700,000 in annual State Monies to assist with its funding requirement. Annual State Monies in excess of $700,000 will be equally shared between the City and Memberhip Share Plan.

CITY OF BRADENTON FIREFIGHTERS' RETIREMENT SYSTEM

ACTUARIAL IMPACT STATEMENT

March 23, 2026

Unless otherwise noted, all data, assumptions, methods and plan provisions are the same as in the October 1, 2025 actuarial valuation report. Please note that the change to the *Salary* definition will be reflected in future actuarial experience. It should also be noted that changes to retirement benefits could potentially affect participants' retirement or termination behavior. We will monitor and advise of any recommended changes with future experience studies.

Future actuarial measurements may differ significantly from the current measurements presented in this report for a variety of reasons including: changes in applicable laws, changes in plan provisions, changes in assumptions, or plan experience differing from expectations. Due to the limited scope of the analysis, we did not perform an analysis of the potential range of such future measurements.

Please note that contents of this analysis and the October 1, 2025 actuarial valuation report are considered an integral part of the actuarial opinions. In reviewing the results presented in this study, it should be noted that there are risks that may not be inherently apparent to the reader that should be carefully considered. For key risks, please see the Discussion of Risk section of the October 1, 2025 actuarial valuation report.

In performing the analysis, we used third-party software to model (calculate) the underlying liabilities and costs. These results are reviewed in the aggregate and for individual sample lives. The output from the software is either used directly or input into internally developed models to generate the costs. All internally developed models are reviewed as part of the process. As a result of this review, we believe that the models have produced reasonable results. We do not believe there are any material inconsistencies among assumptions or unreasonable output produced due to the aggregation of assumptions.

The changes presented herein are in compliance with Part VII, Chapter 112, Florida Statutes and Section 14, Article X of the State Constitution. The undersigned is familiar with the immediate and long-term aspects of pension valuations and meets the Qualification Standards of the American Academy of Actuaries necessary to render the opinions contained herein.

Sara Carlson

Sara E. Carlson, ASA, EA, MAAA
Enrolled Actuary #23-8546

STATEMENT OF PLAN ADMINISTRATOR

The prepared information presented herein reflects the estimated impact of the proposed Ordinance.

_____

Chairman, Board of Trustees

VALUATION RESULTS

PRINCIPAL VALUATION RESULTS

	New Benefits	Old Benefits
Valuation Date	10/1/2025	10/1/2025
PARTICIPANT DATA		
Actives	65	65
Service Retirees	54	54
DROP Retirees	7	7
Beneficiaries	8	8
Disability Retirees	10	10
Terminated Vested	4	4
Total	148	148
Projected Annual Payroll	6,609,831	6,609,831
Annual Rate of Payments to:		
Service Retirees	3,385,124	3,385,124
DROP Retirees	599,365	599,365
Beneficiaries	157,286	157,286
Disability Retirees	227,351	227,351
Terminated Vested	0	0
ASSETS		
Actuarial Value (AVA) [1]	78,112,470	78,112,470
Market Value (MVA) [1]	84,710,624	84,710,624
LIABILITIES		
Present Value of Benefits		
Actives		
Retirement Benefits	53,981,209	53,981,209
Disability Benefits	1,663,946	1,664,072
Death Benefits	239,409	239,898
Vested Benefits	1,596,143	1,596,142
Refund of Contributions	83,919	96,446
Service Retirees	42,478,143	42,478,143
DROP Retirees [1]	11,380,454	11,380,454
Beneficiaries	1,236,461	1,236,461
Disability Retirees	2,079,136	2,079,136
Terminated Vested	43,516	43,516
Share Plan Balances [1]	0	0
Total	114,782,336	114,795,477

Valuation Date	New Benefits 10/1/2025	Old Benefits 10/1/2025
LIABILITIES (CONTINUED)		
Present Value of Future Salaries	69,754,694	69,754,694
Present Value of Future Member Contributions	5,092,093	6,975,469
Normal Cost (Retirement)	1,986,644	1,986,644
Normal Cost (Disability)	105,531	105,542
Normal Cost (Death)	11,603	11,648
Normal Cost (Vesting)	93,619	93,620
Normal Cost (Refunds)	12,360	13,509
Total Normal Cost	2,209,757	2,210,963
Present Value of Future Normal Costs	22,799,239	22,810,532
Accrued Liability (Retirement)	33,320,711	33,320,711
Accrued Liability (Disability)	607,973	607,993
Accrued Liability (Death)	129,665	129,743
Accrued Liability (Vesting)	692,377	692,377
Accrued Liability (Refunds)	14,661	16,411
Accrued Liability (Inactives) [1]	57,217,710	57,217,710
Share Plan Balances [1]	0	0
Total Actuarial Accrued Liability (EAN AL)	91,983,097	91,984,945
Unfunded Actuarial Accrued Liability (UAAL)	13,870,627	13,872,475
Funded Ratio (AVA / EAN AL)	84.9%	84.9%

ACTUARIAL PRESENT VALUE OF ACCRUED BENEFITS

Valuation Date	New Benefits 10/1/2025	Old Benefits 10/1/2025
Vested Accrued Benefits		
Inactives + Share Plan Balances [1]	57,217,710	57,217,710
Actives	16,839,624	16,839,624
Member Contributions	5,133,915	5,133,915
Total	79,191,249	79,191,249
Non-vested Accrued Benefits	3,389,495	3,389,495
Total Present Value Accrued Benefits (PVAB)	82,580,744	82,580,744
Funded Ratio (MVA / PVAB)	102.6%	102.6%
Increase (Decrease) in Present Value of Accrued Benefits Attributable to:		
Plan Amendments	0	
Benefit Changes	0	
Plan Experience	0	
Benefits Paid	0	
Interest	0	
Other	0	
Total	0	

CONTRIBUTION REQUIREMENTS

	New Benefits	Old Benefits
Valuation Date	10/1/2025	10/1/2025
Applicable to Fiscal Year Ending	9/30/2027	9/30/2027

CALCULATION OF CONTRIBUTION REQUIREMENT

Normal Cost [2]	$2,448,796	$2,450,133
Administrative Expenses [2]	146,178	146,178
Payment Required to Amortize Unfunded Actuarial Accrued Liability over 26 years (as of 10/1/2025) [2]	1,487,008	1,487,219
Minimum Required Contribution	4,081,982	4,083,530
Expected Member Contributions [2]	585,988	732,485
Expected City and State Contribution	3,495,994	3,351,045

[1] The asset values and liabilities include accumulated DROP and Share Plan Balances as of 9/30/2025.

[2] Contributions developed as of 10/1/2025 displayed above have been adjusted to account for assumed salary increase and interest components.

ACTUARIAL ASSUMPTIONS AND METHODS

Mortality Rate

Healthy Active Lives*:*

Female: PubS-2010 for Employees
Male: PubS-2010 for Employees, set forward 1 year

Healthy Retiree Lives*:*

Female: PubS-2010 for Healthy Retirees
Male: PubS-2010 for Healthy Retirees, set forward 1 year

Beneficiary Lives*:*

Female: PubG.H-2010 for Healthy Retirees
Male: PubG.H-2010 for Healthy Retirees, set back 1 year

Disabled Lives*:*

Female: PubG.H-2010 for Disabled Retirees, set forward 1 year
Male: PubG.H-2010 for Disabled Retirees

All rates are projected generationally with Mortality Improvement Scale MP-2021. We feel this assumption sufficiently accommodates future mortality improvements.

The previously described mortality assumption rates were mandated by Chapter 2015-157, Laws of Florida. This law mandates the use of the assumptions used in either of the two most recent valuations of the Florida Retirement System (FRS). The above rates are those outlined in Milliman's July 1, 2024 FRS valuation report for special risk employees.

Previously, the following rates were used:

Healthy Active Lives:

Female: PubS.H-2010 for Employees, set forward one year.
Male: PubS.H-2010 for Employees, set forward one year.

Healthy Retiree Lives:

Female: PubS.H-2010 for Healthy Retirees, set forward one year.
Male: PubS.H-2010 for Healthy Retirees, set forward one year.

Beneficiary Lives:

Female: PubG.H-2010 for Healthy Retirees.
Male: PubG.H-2010 for Healthy Retirees, set back one year.

Disabled Lives:

80% PubG.H-2010 for Disabled Retirees / 20% PubS.H-2010 for Disabled Retirees.

All rates for healthy lives are projected generationally with Mortality Improvement Scale MP-2018. We feel this assumption sufficiently accommodates future mortality improvements.

The previously described mortality assumption rates were mandated by Chapter 2015-157, Laws of Florida. This law mandates the use of the assumptions used in either of the two most recent valuations of the Florida Retirement System (FRS). The above rates are those outlined in Milliman's July 1, 2021 FRS valuation report for special risk employees, with appropriate adjustments made based on plan demographics.

Interest Rate

7.00% per year compounded annually, net of investment related expenses. This is supported by the target asset allocation of the trust and the expected long-term return by asset class.

Salary Increases

Salary Scale	
Service	Rate
0 - 4	14.00%
5 - 9	6.00%
10+	5.50%

The above rates were developed and adopted as a result of our September 3, 2024 experience study.

Payroll Growth

None for purposes of amortizing the Unfunded Actuarial Accrued Liability.

Administrative Expenses	Average of actual expenses incurred in the prior two fiscal years.
Amortization Method	New UAAL amortization bases are amortized over 15 years. Bases established prior to the valuation date are adjusted proportionally to match the Expected Unfunded Actuarial Accrued Liability as of the valuation date, in order to align prior year bases with the portion of the current year UAAL associated with prior year sources.
Funding Method	Entry Age Normal Cost Method. The following loads are applied for determining the minimum required contribution: Interest - A half year. Salary - A full year. Under this method, the normal cost is the sum of the individual normal costs for all active participants. For an active participant, the normal cost is the participant's normal cost accrual rate, multiplied by the participant's current compensation. The normal cost accrual rate equals: (i) the present value of future benefits for the participant, determined as of the participant's entry age, divided by (ii) the present value of the compensation expected to be paid to the participant for each year of the participant's anticipated future service, determined as of the participant's entry age. In calculating the present value of future compensation, the salary scale is applied both retrospectively and prospectively to estimate compensation in years prior to and subsequent to the valuation year based on the compensation used for the valuation. The accrued liability is the sum of the individual accrued liabilities for all participants and beneficiaries. A participant's accrued liability equals the present value, at the participant's attained age, of future benefits less the present value at the participant's attained age of the individual normal costs payable in the future. Under this method, the entry age used for each active participant is the participant's age at the time he or she would have commenced participation if the plan had always been in existence under current terms, or the age as of which he or she first earns service credits for purposes of benefit accrual under the current terms of the plan.

Normal Retirement

Less than twenty-five years of Credited Service:

% Retiring During the Year	
Age	Rate
55 - 56	50.0%
57+	100.0%

At least twenty-five years of Credited Service:

% Retiring During the Year	
Service	Rate
25 - 26	75.0%
27+	100.0%

The rates above were approved as a result of our September 3, 2024 experience study.

Early Retirement

Less than twenty years of Credited Service:

% Retiring During the Year	
Age	Rate
50 - 54	0.0%

At least twenty years of Credited Service:

% Retiring During the Year	
Service	Rate
20 - 22	5.0%
23+	0.0%

The above rates were developed and adopted as a result of our September 3, 2024 experience study.

Termination Rates

% Terminating During the Year	
Service	Rate
0 - 4	2.5%
5+	1.5%

The rates on the previous page were developed and adopted as a result of our September 3, 2024 experience study.

Disability Rates	See sample rates below. It is assumed that 90% of disablements are service-related. This assumption was developed from those used by other plans containing Florida municipal Firefighters.

% Becoming Disabled During the Year	
Age	Rate
20	0.11%
30	0.14%
40	0.23%
50	0.75%
60	1.57%

The above rates were developed and adopted as a result of our September 3, 2024 experience study.

Asset Smoothing Methodology	The Actuarial Value of Assets is brought forward using the historical four-year geometric average of Market Value Returns (net-of-fees). Over time, this may result in a de minimis bias that is above or below the Market Value of Assets.

PLAN PROVISIONS

Most Recent Plan Amendment	Ordinance No. 4021
Credited Service	Years and fractional parts of years of service with the City as a Firefighter.
Salary	Total compensation for services rendered, reportable on Form W2, plus all tax deferred, tax sheltered, or tax exempt items of income. Lump Sum payments of unused sick and vacation time includible in Salary are frozen as a dollar amount as of April 15, 2012.
Average Final Compensation	Average of Total Salary during the best 2 years of the 10 years preceding termination.
Normal Retirement	
Eligibility	Earlier of: a) Age 55 and 10 years of Credited Service, or b) 25 years of Credited Service.
Benefit Amount	3.00% of Average Final Compensation times Credited Service
Form of Benefit	10 Year Certain and Life. Options available.
Early Retirement	
Eligibility	Earlier of: a) Age 50 and 10 years of Credited Service, or b) 20 years of Credited Service.
Benefit Amount	Normal Retirement Benefit reduced 3.00% per year from what would be Normal Retirement Date.

Cost-of-Living Adjustment	
Hired On or After 1/13/2016	2.30% per year for the Retiree's lifetime, beginning 5 years after Retirement or DROP entry, for Members retiring at Early or Normal Retirement Age.
For Members Hired Before 1/13/2016 and did not elect new COLA structure	3.00% per year from Age 55 through Age 64 for Members retiring at Early or Normal Retirement Age.
Vesting (Termination)	
Less than 10 years of Service	Refund of Member Contributions.
10 years or more	Accrued benefit payable at otherwise Normal Retirement Date or Refund of Member Contributions.
Disability	
Eligibility	Total and permanent disability as determined by the Board of Trustees. Ten years of Service required for Not-In-Line of Duty Benefits.
Benefit Amount	Accrued benefit calculated as for Normal Retirement (with 2.00% Benefit Rate for Not-in-Line of Duty Benefits). Benefit paid in the form of a 10-year certain and life annuity. Optional forms available.
Minimum Benefit	**In-Line of Duty:** 42% of Average Final Compensation. **Not-In-Line of Duty:** 25% of Average Final Compensation.
Pre-Retirement Death	
Non-Vested Members	Refund of Member contributions to designated Beneficiary.
Vested Members	**Not Eligible for Early or Normal Retirement:** Accrued benefit calculated as for Normal Retirement payable to beneficiary for 10 years. **Eligible for Early or Normal Retirement:** Accrued benefit calculated payable for beneficiary's lifetime, determine as if retiree chose the 100% joint and survivor option.

Contributions

Employee

Effective Date	Member Contribution Rate
April 15, 2012	8.00%
April 15, 2013	9.00%
April 15, 2014	10.00%

Premium Tax — 1.85% tax on premiums for property insurance.

City — Remaining amount necessary for payment of Normal (current year's) Cost and amortization of the accrued past service liability as provided in Part VII of Chapter 112, Florida Statutes, but in no event less than 8.00% of the total Salary of the Members.

Deferred Retirement Option Plan

Eligibility — Satisfaction of Normal or Early Retirement eligibility requirements

Participation — Up to 60 months.

Rate of Return — At the election of the Member, the account is credited with either:

a) the actual net rate of investment return (total return net of brokerage commissions and transaction costs), or

b) 6.50% per year.

The income is credited each fiscal quarter and the Member may change the method of crediting income once during the DROP period.

Form of Distribution — Cash lump sum (options available) payable at termination of employment.

Supplemental Benefit:
Chapter 175 Share Accounts — Effective September 30, 2016, excess Premium tax monies received pursuant to Chapter 175, Florida Statutes will be allocated equally to individual Member (including DROP participants) share accounts.

Excess Monies — To assist with Plan funding, the City may use up to $700,000, plus 50% of annual monies received in excess of this amount. The remaining 50% excess is allocated to the Share Plan.

Investment Earnings — Plan earnings, net of investment-related expenses.

Expenses	Based on expenses related to administration of the Share Plan, debited against individual accounts on a pro-rata basis.
Board of Trustees	Two City residents appointed by the City Council, two Firefighters elected by majority of covered Members, and a fifth Member elected by other 4 and appointed by City Council (as a ministerial duty).

AGENDA ITEM NO. 7.d

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: April 8, 2026

SUBMITTED BY: Rob Perry, City Administration

ITEM TYPE: Ordinance

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: ORDINANCE 4076 - FIRST READING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, RELATING TO THE PROVISION OF SERVICES, FACILITIES, PROGRAMS, AND LOCAL IMPROVEMENTS WITHIN THE CITY OF BRADENTON, FLORIDA; ADOPTING CHAPTER 75 OF THE CITY OF BRADENTON CODE OF ORDINANCES ENTITLED "MASTER CAPITAL PROJECT AND SERVICE ASSESSMENTS"; AUTHORIZING THE IMPOSITION AND COLLECTION OF SPECIAL ASSESSMENTS AGAINST PROPERTY WITHIN THE CITY OF BRADENTON; PROVIDING CERTAIN DEFINITIONS AND DEFINING THE TERMS "ASSESSMENT," "SERVICE ASSESSMENT," AND "CAPITAL ASSESSMENT"; PROVIDING FOR THE CREATION OF ASSESSMENT AREAS; ESTABLISHING THE PROCEDURES FOR IMPOSING CAPITAL AND SERVICE ASSESSMENTS; ESTABLISHING PROCEDURES FOR NOTICE AND ADOPTION OF ASSESSMENT ROLLS; PROVIDING THAT ASSESSMENTS CONSTITUTE A LIEN ON ASSESSED PROPERTY UPON ADOPTION OF THE ASSESSMENT ROLL; PROVIDING THAT THE LIEN FOR AN ASSESSMENT COLLECTED PURSUANT TO SECTIONS 197.3632 AND 197.3635, FLORIDA STATUTES, UPON PERFECTION SHALL ATTACH TO THE PROPERTY ON THE PRIOR JANUARY 1, THE LIEN DATE FOR AD VALOREM TAXES; PROVIDING THAT A PERFECTED LIEN SHALL BE EQUAL IN RANK AND DIGNITY WITH THE LIENS OF ALL STATE, CITY, DISTRICT, OR

MUNICIPAL TAXES AND ASSESSMENTS AND SUPERIOR IN DIGNITY TO ALL OTHER PRIOR LIENS, MORTGAGES, TITLES, AND CLAIMS; AUTHORIZING EXEMPTIONS; PROVIDING PROCEDURES FOR COLLECTION OF ASSESSMENTS; PROVIDING A MECHANISM FOR THE IMPOSITION OF ASSESSMENTS ON GOVERNMENT PROPERTY; PROVIDING FOR ISSUANCE OF OBLIGATIONS; DECLARING THE PROVISIONS OF THIS ORDINANCE TO BE SUPPLEMENTAL, ADDITIONAL, AND AN ALTERNATIVE METHOD; PROVIDING FOR APPLICABILITY AND SEVERABILITY; PROVIDING FOR CONFLICTS AND CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

SUGGESTED ACTION: No action is required at the first reading. The second reading and public hearing are scheduled for April 22, 2026.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
This ordinance adopts a Master Capital Project and Service Assessment ordinance, containing the provisions noted above. It provides necessary definitions and procedures for the imposition of both capital special assessments to fund necessary local improvements and service special assessments to fund the provision of essential public services. It also provides for collection for these assessments and authorizes the issuance of obligations secured by assessment proceeds if desired by the City in the future. The ordinance is adopted pursuant to the City's home rule authority and its procedures are in conformance with Section 197.3632, Florida Statutes. The primary purpose of this ordinance is to authorize the imposition of special assessments in accordance with Florida law in furtherance of the public purpose of protecting the public health, safety, and welfare.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Heather Encinosa with Nabors Giblin & Nickerson drafted the ordinance and Scott Rudacille reviewed the ordinance.

SUGGESTED MOTION:
No action is required at the first reading. The second reading and public hearing are scheduled for April 22, 2026.

ATTACHMENTS:
Ordinance 4076

CITY OF BRADENTON, FLORIDA

MASTER CAPITAL PROJECT AND SERVICE ASSESSMENT ORDINANCE

FIRST READING _____, 2026

SECOND READING AND ADOPTION _____, 2026

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ORDINANCE NO. 4076

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, RELATING TO THE PROVISION OF SERVICES, FACILITIES, PROGRAMS, AND LOCAL IMPROVEMENTS WITHIN THE CITY OF BRADENTON, FLORIDA; ADOPTING CHAPTER 75 OF THE CITY OF BRADENTON CODE OF ORDINANCES ENTITLED "MASTER CAPITAL PROJECT AND SERVICE ASSESSMENTS"; AUTHORIZING THE IMPOSITION AND COLLECTION OF SPECIAL ASSESSMENTS AGAINST PROPERTY WITHIN THE CITY OF BRADENTON; PROVIDING CERTAIN DEFINITIONS AND DEFINING THE TERMS "ASSESSMENT," "SERVICE ASSESSMENT," AND "CAPITAL ASSESSMENT"; PROVIDING FOR THE CREATION OF ASSESSMENT AREAS; ESTABLISHING THE PROCEDURES FOR IMPOSING CAPITAL AND SERVICE ASSESSMENTS; ESTABLISHING PROCEDURES FOR NOTICE AND ADOPTION OF ASSESSMENT ROLLS; PROVIDING THAT ASSESSMENTS CONSTITUTE A LIEN ON ASSESSED PROPERTY UPON ADOPTION OF THE ASSESSMENT ROLL; PROVIDING THAT THE LIEN FOR AN ASSESSMENT COLLECTED PURSUANT TO SECTIONS 197.3632 AND 197.3635, FLORIDA STATUTES, UPON PERFECTION SHALL ATTACH TO THE PROPERTY ON THE PRIOR JANUARY 1, THE LIEN DATE FOR AD VALOREM TAXES; PROVIDING THAT A PERFECTED LIEN SHALL BE EQUAL IN RANK AND DIGNITY WITH THE LIENS OF ALL STATE, CITY, DISTRICT, OR MUNICIPAL TAXES AND ASSESSMENTS AND SUPERIOR IN DIGNITY TO ALL OTHER PRIOR LIENS, MORTGAGES, TITLES, AND CLAIMS; AUTHORIZING EXEMPTIONS; PROVIDING PROCEDURES FOR COLLECTION OF ASSESSMENTS; PROVIDING A MECHANISM FOR THE IMPOSITION OF ASSESSMENTS ON GOVERNMENT PROPERTY; PROVIDING FOR ISSUANCE OF OBLIGATIONS; DECLARING THE PROVISIONS OF THIS ORDINANCE TO BE SUPPLEMENTAL, ADDITIONAL, AND AN ALTERNATIVE METHOD; PROVIDING FOR APPLICABILITY AND SEVERABILITY; PROVIDING FOR CONFLICTS AND CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.

BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA:

SECTION 1. ADOPTION OF MASTER CAPITAL PROJECT AND SERVICE ASSESSMENTS. The Master Capital Project and Service Assessment Ordinance is hereby adopted as a new Chapter 75 of the City of Bradenton Code of Ordinances, which shall read as follows:

CHAPTER 75. – MASTER CAPITAL PROJECT AND SERVICE ASSESSMENTS

ARTICLE I. – IN GENERAL

Sec. 75-1. - Definitions. As used in this Chapter, the following words and terms shall have the following meanings, unless the context clearly otherwise requires:

"Annual Rate Resolution" means the resolution described in Sections 75-28 and 75-47 hereof, approving an Assessment Roll for a specific Fiscal Year.

"Assessed Property" means all parcels of land included on the Assessment Roll that receive a special benefit from the delivery of the service, facility or program or provision of a Local Improvement identified in the Initial Assessment Resolution.

"Assessment" means a special assessment imposed by the City pursuant to this Ordinance to fund the Capital Cost or Project Cost, if obligations are issued, of Local Improvements or the Service Cost of services that provide a special benefit to property as a consequence of a logical relationship to the value, use, or characteristics of property identified in an Initial Assessment Resolution. The term "Assessment" shall include Capital Assessments and Service Assessments.

"Assessment Area" means any of the areas created by resolution of the Council pursuant to Section 75-4 hereof, that specially benefit from a Local Improvement or service, facility, or program.

"Assessment Roll" means the special assessment roll relating to an Assessment approved by a Final Assessment Resolution pursuant to Section 75-26 or 75-45 hereof or an Annual Rate Resolution pursuant to Section 75-28 or 75-47 hereof.

"Assessment Unit" means the unit or criteria utilized to determine the Assessment for each parcel of property, as set forth in the Initial Assessment Resolution. "Assessment Units" may include, by way of example only and not limitation, one or a combination of the following: front footage, platted lots or parcels of record, vested lots, land area, improvement area, equivalent residential connections, permitted land use, trip generation rates, rights to future trip generation capacity under applicable concurrency management regulations, property value or any other physical characteristic or reasonably expected use of the property that has a logical relationship to the Local Improvement or service to be funded from proceeds of the Assessment.

"Building" means any structure, whether temporary or permanent, built for support, shelter or enclosure of persons, chattel or property of any kind. This term shall include mobile homes or any vehicles serving in any way the function of a building.

"Building Permit" means an official document or certificate issued by the City, under the authority of ordinance or law, authorizing the construction or siting of any Building within the City. The term "Building Permit" shall also include set up or tie down permits for those structures or Buildings, such as a mobile home, that do not require a Building Permit in order to be constructed.

"Capital Assessment" means a special assessment imposed by the City pursuant to this Ordinance to fund the Capital Cost or Project Cost, if obligations are issued, of Local Improvements that provide a special benefit to property as a consequence of a logical relationship to the value, use, or characteristics of property identified in an Initial Assessment Resolution. Capital Assessments are often amortized and collected for a term of years established by the Council

"Capital Cost" means all or any portion of the expenses that are properly attributable to the acquisition, design, construction, installation, reconstruction, renewal or replacement (including demolition, environmental mitigation and relocation) of Local Improvements and imposition of the related Assessments under generally accepted accounting principles and including reimbursement to the City for any funds advanced for Capital Cost and interest on any interfund or intrafund loan for such purposes.

"Certificate of Occupancy" means an official document or certificate issued by the City, under the authority of ordinance or law, authorizing the occupancy of any Building within the City. The term "Certificate of Occupancy" shall also include set up or tie down permits for those structures or Buildings, such as a mobile home, that do not require a Certificate of Occupancy in order to be occupied.

"City" means the City of Bradenton, a municipal corporation of the State of Florida.

"City Administrator" means the chief administrative officer of the City, or such person's designee.

"Council" shall mean the City Council of the City of Bradenton, Florida.

"Final Assessment Resolution" means the resolution described in Sections 75-26 and 75-45 hereof which shall confirm, modify, or repeal the Initial Assessment Resolution and which shall be the final proceeding for the imposition of an Assessment.

"Fiscal Year" means that period commencing October 1st of each year and continuing through the next succeeding September 30th, or such other period as may be prescribed by law as the fiscal year for the City.

"Government Property" means property owned by the United States of America or any agency thereof, a sovereign nation, the State of Florida or any agency thereof, a County, a special district or a municipal corporation.

"Initial Assessment Resolution" means the resolution described in Sections 75-22 and 75-41 hereof which shall be the initial proceeding for the identification of the service, facility, program, or Local Improvement for which an Assessment is to be made and for the imposition of an Assessment.

"Local Improvement" means a capital improvement constructed or installed by the City for the special benefit of an Assessment Area.

"Maximum Assessment Rate" means the maximum rate of assessment established by the Final Assessment Resolution for the service, facility, program, or Local Improvement.

"Obligations" means bonds or other evidence of indebtedness including but not limited to, notes, commercial paper, capital leases, reimbursable advances by the City, or any other obligation issued or incurred to finance any portion of the Project Cost of Local Improvements and secured, in whole or in part, by proceeds of the Assessments.

"Ordinance" means this Master Capital Project and Service Assessment Ordinance, as it may be amended from time-to-time.

"Owner" shall mean the Person reflected as the owner of Assessed Property on the Tax Roll.

"Person" means any individual, partnership, firm, organization, corporation, association, or any other legal entity, whether singular or plural, masculine or feminine, as the context may require.

"Pledged Revenue" means, as to any series of Obligations, (A) the proceeds of such Obligations, including investment earnings, (B) proceeds of the Assessments pledged to secure the payment of such Obligations, and (C) any other legally available non-ad valorem revenue pledged, at the Council's sole option, to secure the payment of such Obligations, as specified by the ordinance or resolution authorizing such Obligations.

"Preliminary Rate Resolution" means the resolution described in Section 75-28 hereof initiating the annual process for updating the annual Assessment Roll and directing the reimposition of Service Assessments pursuant to an Annual Rate Resolution.

"Project Cost" means (A) the Capital Cost of a Local Improvement, (B) the Transaction Cost associated with the Obligations which financed the Local Improvement, (C) interest accruing on such Obligations for such period of time as the Council deems appropriate, (D) the debt service reserve fund or account, if any, established for the Obligations which financed the Local Improvement, and (E) any other costs or expenses related thereto.

"Property Appraiser" means the Property Appraiser of Manatee County, Florida.

"Service Assessment" means a special assessment imposed by the City pursuant to this Ordinance to fund the Service Cost of services that provide a special benefit to property as a consequence of a logical relationship to the value, use, or characteristics of property identified in an Initial Assessment Resolution. Service Assessments fund an annual budget and are imposed annually by the Council.

"Service Cost" means the amount necessary in any Fiscal Year to fund the provision of a defined service, facility, or program which provides a special benefit to Assessed Property, and can include, but not be limited to: (A) the cost of physical construction, reconstruction or completion of any required facility or improvement; (B) the costs incurred in any required acquisition or purchase; (C) the cost of all labor, materials, machinery, and equipment; (D) the cost of fuel, parts, supplies, maintenance, repairs, and utilities; (E) the cost of computer services, data processing, and communications; (F) the cost of all lands and interest therein, leases, property rights, easements, and franchises of any nature whatsoever; (G) the cost of any indemnity or surety bonds and premiums for insurance; (H) the cost of salaries, volunteer pay, workers' compensation insurance, or other employment benefits; (I) the cost of uniforms, training, travel, and per diem; (J) the cost of construction plans

and specifications, surveys and estimates of costs; (K) the cost of engineering, financial, legal, and other professional services; (L) the costs of compliance with any contracts or agreements entered into by the City relating to the provision of said services; (M) all costs associated with the structure, implementation, collection, and enforcement of the Assessments, including any service charges of the Clerk, Tax Collector, or Property Appraiser, and delinquent amounts from prior impositions, and amounts necessary to off-set discounts received for early payment of Assessments pursuant to the Uniform Assessment Collection Act or for early payment of Assessments collected pursuant to Section 75-60 herein; (N) all other costs and expenses necessary or incidental to the acquisition, provision, or construction of the service, facility, or program to be funded by the Assessment, and such other expenses as may be necessary or incidental to any related financing authorized by the Council by subsequent resolution; (O) an amount for contingencies and anticipated delinquencies and uncollectible Assessments; and (P) reimbursement to the City or any other Person for any moneys advanced for any costs incurred by the City or such Person in connection with any of the foregoing items of Service Cost.

"Tax Collector" means the Tax Collector of Manatee County, Florida.

"Tax Roll" means the real property ad valorem tax assessment roll maintained by the Property Appraiser for the purpose of the levy and collection of ad valorem taxes.

"Transaction Cost" means the costs, fees and expenses incurred by the City in connection with the issuance and sale of any series of Obligations, including but not limited to (A) rating agency and other financing fees; (B) the fees and disbursements of bond counsel; (C) the underwriters' discount; (D) the fees and disbursements of the City's financial advisor; (E) the costs of preparing and printing the Obligations, the preliminary official statement, the final official statement, and all other documentation supporting issuance of the Obligations; (F) the fees payable in respect of any municipal bond insurance policy; (G) administrative, development, credit review, and all other fees associated with any pooled commercial paper or similar interim financing program; and (H) any other costs of a similar nature incurred in connection with issuance of such Obligations.

"Uniform Assessment Collection Act" means Sections 197.3632 and 197.3635, Florida Statutes, as amended from time-to-time, or any successor statutes authorizing the collection of non-ad valorem assessments on the same bill as ad valorem taxes, and any applicable regulations promulgated thereunder.

Section 75-2. - Interpretation. Unless the context indicates otherwise, words importing the singular number include the plural number, and vice

versa; the terms "hereof," "hereby," "herein," "hereto," "hereunder" and similar terms refer to this Ordinance; and the term "hereafter" means after, and the term "heretofore" means before, the effective date of this Ordinance. Words of any gender include the correlative words of the other genders, unless the sense indicates otherwise.

Section 75-3. - Findings. It is hereby ascertained, determined, and declared that:

(A) Pursuant to Article VIII, section 2, Florida Constitution, Section 2 of the City of Bradenton City Charter, and sections 166.021 and 166.041, Florida Statutes, the Council has all powers of local self-government to perform City functions and to render City services in a manner not inconsistent with law, and such power may be exercised by the enactment of City ordinances.

(B) The Assessments to be imposed pursuant to this Ordinance shall constitute non-ad valorem assessments within the meaning and intent of the Uniform Assessment Collection Act.

(C) The Assessments to be imposed pursuant to this Ordinance are imposed by the Council, not the Property Appraiser or Tax Collector. The duties of the Property Appraiser and Tax Collector under the Uniform Assessment Collection Act are ministerial.

(D) The purpose of this Ordinance is to: (1) provide procedures and standards for the imposition of Assessments within the City by resolution under the general home rule powers of a City to impose special assessments, and (2) authorize a procedure for the funding of public services, facilities, programs, or Local Improvements providing special benefit to subsequently identified property within the City.

Section 75-4. - Creation Of Assessment Areas.

(A) The Council is hereby authorized to create Assessment Areas in accordance with the procedures set forth herein to include property located within the City that is specially benefitted by the services, facilities, programs, or Local Improvements proposed for funding from the proceeds of Assessments to be imposed therein.

(B) Either the Initial Assessment Resolution proposing each Assessment Area or the Final Assessment Resolution creating each Assessment Area shall include brief descriptions of the proposed services, facilities, programs, or Local Improvements, a description of the property to be included within the Assessment Area, and specific legislative findings that recognize the special benefit to be provided by each proposed service,

facility, program, or Local Improvements to property within the Assessment Area.

Section 75-5. - Revisions To Assessments. If any Assessment made under the provisions of this Ordinance is either in whole or in part annulled, vacated, or set aside by the judgment of any court of competent jurisdiction, or if the Council is satisfied that any such Assessment is so irregular or defective that the same cannot be enforced or collected, or if the Council has omitted to include any property on the Assessment Roll which property should have been so included, the Council may take all necessary steps to impose a new Assessment against any property benefited by the Service Cost, Capital Cost or Project Cost following as nearly as may be practicable, the provisions of this Ordinance and in case such second Assessment is annulled, vacated, or set aside, the Council may obtain and impose other Assessments until a valid Assessment is imposed.

Section 75-6. - Procedural Irregularities. Any informality or irregularity in the proceedings in connection with the levy of any Assessment under the provisions of this Ordinance shall not affect the validity of the same after the approval thereof, and any Assessment as finally approved shall be competent and sufficient evidence that such Assessment was duly levied, that the Assessment was duly made and adopted, and that all other proceedings adequate to such Assessment were duly had, taken, and performed as required by this Ordinance; and no variance from the directions hereunder shall be held material unless it be clearly shown that the party objecting was materially injured thereby. Notwithstanding the provisions of this Section, any party objecting to an Assessment imposed pursuant to this Ordinance must file an objection with a court of competent jurisdiction within the time periods prescribed herein.

Section 75-7. - Correction Of Errors And Omissions.

(A) No act of error or omission on the part of the Property Appraiser, Tax Collector, City Administrator, Council, their deputies, employees, or designees, shall operate to release or discharge any obligation for payment of an Assessment imposed by the Council under the provision of this Ordinance.

(B) When it shall appear that any Assessment should have been imposed under this Ordinance against a lot or parcel of property specially benefited by the provision of a service, facility, program, or Local Improvement, but such property was omitted from the Assessment Roll, the Council may, upon provision of appropriate notice as set forth in this Ordinance, impose the applicable Assessment for the Fiscal Year in which such error is discovered, in addition to the applicable Assessment due for the prior two Fiscal Years. The Assessment so imposed shall constitute a lien

against such property equal in rank and dignity with the liens of all state, City, district, or municipal taxes and special assessments, and superior in rank and dignity to all other prior liens, mortgages, titles and claims in and to or against the real property involved, shall be collected as provided in Article IV hereof, and shall be deemed perfected on the date of adoption of the resolution imposing the omitted or delinquent assessments.

(C) The City Administrator shall have the authority at any time, upon his or her own initiative or in response to a timely filed petition from the Owner of any Assessed Property, to correct any error in applying the Assessment apportionment method to any particular property not otherwise requiring the provision of notice pursuant to the Uniform Assessment Collection Act. Any such correction that reduces an Assessment shall be considered valid ab initio and shall in no way affect the enforcement of the Assessment imposed under the provisions of this Ordinance. Any such correction which increases an Assessment or imposes an Assessment on omitted property shall first require notice to the affected owner in the manner described in Sections 75-24 and 75-25 or 75-43 and 75-44 hereof, as applicable, providing the date, time and place that the Council will consider confirming the correction and offering the owner an opportunity to be heard. All requests from affected property owners for any such changes, modifications or corrections shall be referred to, and processed by the City Administrator and not, the Property Appraiser or Tax Collector.

(D) After the Assessment Roll has been delivered to the Tax Collector in accordance with the Uniform Assessment Collection Act, any changes, modifications, or corrections thereto shall be made in accordance with the procedures applicable to correcting errors and insolvencies on the Tax Roll upon timely written request and direction of the City Administrator.

Section 75-8. - Lien Of Assessments. Upon the adoption of the Assessment Roll, all Assessments shall constitute a lien against such property equal in rank and dignity with the liens of all state, county, district, or municipal taxes and special assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other prior liens, mortgages, titles, and claims, until paid. The lien for an Assessment shall be deemed perfected upon adoption by the Council of the Final Assessment Resolution or the Annual Rate Resolution, whichever is applicable. The lien for an Assessment collected under the Uniform Assessment Collection Act shall attach to the property as provided by law. The lien for an Assessment collected under the alternative method of collection provided in Section 75-60 shall be deemed perfected upon adoption by the Council of the Final Assessment Resolution or the Annual Rate Resolution, whichever is applicable, and shall attach to the property on such date of adoption.

Section 75-9. - Authorization For Exemptions and Hardship Assistance.

(A) The Council, in its sole discretion, shall determine whether to provide exemptions from payment of an Assessment for Government Property or other such property whose use is wholly or partially exempt from ad valorem taxation under Florida law.

(B) The Council, in its sole discretion, shall determine whether to provide a program of hardship assistance to City residents who are living below or close to the poverty level and are at risk of losing title to their homes as a result of the imposition of an Assessment.

(C) The Council shall designate the funds available to provide any exemptions or hardship assistance. The provision of an exemption or hardship assistance in any one year shall in no way establish a right or entitlement to such exemption or in any subsequent year and the provision of funds in any year may be limited to the extent funds are available and appropriated by the Council. Any funds designated for exemptions or hardship assistance shall be paid by the City from funds other than those generated by the Assessment.

(D) Any shortfall in the expected Assessment proceeds due to any hardship assistance exemption from payment of the Assessments required by law or authorized by the Council shall be supplemented by any legally available funds, or combination of such funds, and shall not be paid for by proceeds or funds derived from the Assessments. In the event a court of competent jurisdiction determines any exemption or reduction by the Council is improper or otherwise adversely affects the validity of the Assessment imposed for any Fiscal Year, the sole and exclusive remedy shall be the imposition of an Assessment upon each affected tax parcel in the amount of the Assessment that would have been otherwise imposed save for such reduction or exemption afforded to such tax parcel by the Council.

Sections 75-10 – 75-20 – Reserved.

ARTICLE II. - SERVICE ASSESSMENTS

Section 75-21. - General Authority.

(A) The Council is hereby authorized to impose an annual Service Assessment to fund all or any portion of the Service Cost on benefitted property at a rate of assessment based on the special benefit accruing to such property from the City's provision of the subsequently identified service, facility, or program.

(B) The amount of the Service Assessment that is imposed each Fiscal Year against each parcel of Assessed Property shall be determined pursuant to an apportionment methodology based upon a classification of property designed to provide a fair and reasonable apportionment of the Service Cost among properties on a basis reasonably related to the special benefit provided by the service, facility, or program funded with assessment proceeds. Nothing contained in this Ordinance shall be construed to require the imposition of Assessments against Government Property.

(C) All Service Assessments shall be imposed in conformity with the procedures set forth in this Article II.

Section 75-22. - Initial Proceedings. The initial proceeding for the imposition of a Service Assessment shall be the Council's adoption of an Initial Assessment Resolution:

(A) describing the property to be located within any proposed Assessment Area;

(B) containing a brief and general description of the services, facilities, and programs to be provided;

(C) determining the Service Cost to be assessed;

(D) describing the method of apportioning the Service Cost and the computation of the Assessments for specific properties;

(E) establishing an estimated assessment rate for the upcoming Fiscal Year;

(F) establishing a Maximum Assessment Rate, if desired by the Council;

(G) authorizing the date, time, and place of a public hearing to consider the adoption of the Final Assessment Resolution for the upcoming Fiscal Year; and

(H) directing the City Administrator to (1) prepare the initial Assessment Roll, as required by Section 75-23 hereof, (2) publish the notice required by Section 75-24 hereof, and (3) mail the notice required by Section 75-25 hereof.

Section 75-23. - Service Assessment Roll.

(A) The City Administrator shall prepare, or direct the preparation of, the initial Assessment Roll for the Service Assessments, which shall contain the following:

(1) A summary description of all Assessed Property conforming to the description contained on the Tax Roll.

(2) The name of the Owner of the Assessed Property.

(3) The amount of the Service Assessment to be imposed against each Assessed Property.

(B) Copies of the Initial Assessment Resolution and the preliminary Assessment Roll shall be available in the office of the City Administrator and open to public inspection. The foregoing shall not be construed to require that the Assessment Roll be in printed form if the amount of the Service Assessment for each parcel of property can be determined by use of a computer terminal available to the public.

Section 75-24. Notice By Publication.

(A) Upon completion of the initial Assessment Roll, the City Administrator shall publish, or direct the publication of, once in a newspaper of general circulation within the City a notice stating that at a meeting of the Council on a certain day and hour, not earlier than 20 calendar days from such publication, which meeting shall be a regular, adjourned, or special meeting, the Council will hear objections of all interested persons to the Final Assessment Resolution which shall establish the rate of assessment and approve the aforementioned initial Assessment Roll.

(B) The published notice shall conform to the requirements set forth in the Uniform Assessment Collection Act. Such notice shall include (1) a geographic depiction of the property subject to the Service Assessment; (2) a brief and general description of the services, facilities, or programs to be provided; (3) the rate of assessment including a Maximum Assessment Rate in the event one was adopted by in the Initial Assessment Resolution; (4) the procedure for objecting provided in Section 75-26 hereof; (5) the method by which the Service Assessment will be collected; and (6) a statement that the initial Assessment Roll is available for inspection at the office of the City Administrator and all interested persons may ascertain the amount to be assessed against a parcel of Assessed Property at the office of the City Administrator.

(C) In the City's discretion the notice required pursuant to this Section may be provided in the manner authorized in Sections 50.011 and 50.0311, Florida Statutes.

Section 75-25. - Notice By Mail.

(A) In addition to the published notice required by Section 75-24, the City Administrator shall provide notice, or direct the provision of notice, of the proposed Service Assessment by first class mail to the Owner of each parcel of property subject to the Service Assessment.

(B) The mailed notice shall conform to the requirements set forth in the Uniform Assessment Collection Act. Such notice shall include (1) the purpose of the Service Assessment; (2) the rate of assessment to be levied against each parcel of property, including a Maximum Assessment Rate in the event one was adopted by the Initial Assessment Resolution; (3) the Assessment Unit applied to determine the Service Assessment; (4) the number of such Assessment Units contained in each parcel of property; (5) the total revenue to be collected by the City from the Service Assessment; (6) a statement that failure to pay the Service Assessment will cause a tax certificate to be issued against the property or foreclosure proceedings to be instituted, either of which may result in a loss of title to the property; (7) a statement that all affected Owners have a right to appear at the hearing and to file written objections with the Council within 20 days of the notice; and (8) the date, time, and place of the hearing.

(C) The mailed notice shall be mailed at least 20 calendar days prior to the hearing to each Owner at such address as is shown on the Tax Roll. Notice shall be deemed mailed upon delivery thereof to the possession of the United States Postal Service. The City Administrator may provide proof of such notice by affidavit. Failure of the Owner to receive such notice due to mistake or inadvertence shall not affect the validity of the Assessment Roll nor release or discharge any obligation for payment of a Service Assessment imposed by the Council pursuant to this Ordinance.

Section 75-26. - Adoption Of Final Assessment Resolution.

(A) At the time named in such notice or to such time as an adjournment or continuance may be taken by the Council, the Council shall receive any written objections of interested persons and may then, or at any subsequent meeting of the Council, adopt the Final Assessment Resolution which shall:

(1) create any Assessment Area;

(2) confirm, modify, or repeal the Initial Assessment Resolution with such amendments, if any, as may be deemed appropriate by the Council;

(3) establish the Maximum Assessment Rate, if desired by the Council and set the rate of assessment to be imposed in the upcoming fiscal year;

(4) approve the initial Assessment Roll, with such amendments as it deems just and right; and

(5) determine the method of collection.

(B) The adoption of the Final Assessment Resolution by the Council shall constitute a legislative determination that all parcels assessed derive a special benefit from the services, facilities, or programs to be provided or constructed and a legislative determination that the Service Assessments are fairly and reasonably apportioned among the properties that receive the special benefit.

(C) All written objections to the Final Assessment Resolution shall be filed with the City Administrator at or before the time or adjourned time of such hearing. The Final Assessment Resolution shall constitute the Annual Rate Resolution for the initial Fiscal Year in which Service Assessments are imposed or reimposed hereunder.

Section 75-27. - Effect Of Final Assessment Resolution.

(A) The Service Assessments for the initial Fiscal Year shall be established upon adoption of the Final Assessment Resolution. The adoption of the Final Assessment Resolution shall be the final adjudication of the issues presented (including, but not limited to, the method of apportionment and assessment, the Maximum Assessment Rate, the initial rate of assessment, the initial Assessment Roll, and the levy and lien of the Service Assessments), unless proper steps are initiated in a court of competent jurisdiction to secure relief within 20 days from the date of Council action on the Final Assessment Resolution.

(B) The initial Assessment Roll, as approved by the Final Assessment Resolution, shall be delivered to the Tax Collector, or the Property Appraiser if so directed by the Tax Collector, or if an alternative method is used to collect the Service Assessments, such other official as the Council by resolution shall designate.

Section 75-28. - Annual Adoption Procedures.

(A) Annually, during the budget adoption process, the Council shall determine whether to reimpose a Service Assessment for each Fiscal Year following the initial Fiscal Year. If the Council elects to reimpose a Service Assessment, the procedures in this Section 75-28 shall be followed.

(B) The initial proceedings for the reimposition of an annual Service Assessment shall be the adoption of a Preliminary Rate Resolution by the Council (1) containing a brief and general description of the services, facilities, or programs to be provided; (2) determining the Service Cost to be assessed for the upcoming Fiscal Year; (3) establishing the estimated assessment rate for the upcoming Fiscal Year; (4) establishing or increasing a Maximum Assessment Rate, if desired by the Council; (5) authorizing the date, time, and place of a public hearing to receive and consider comments from the public and consider the adoption of the Annual Rate Resolution for the upcoming Fiscal Year; and (6) directing the City Administrator to (a) update the Assessment Roll, (b) provide notice by publication and first class mail to affected Owners in the event circumstances described in subsection (F) of this Section so require, and (c) directing and authorizing any supplemental or additional notice deemed proper, necessary or convenient by the City.

(C) At the public hearing established in the Preliminary Rate Resolution or to which an adjournment or continuance may be taken by the Council, the Council shall receive any oral or written objections of interested persons and may then, or at any subsequent meeting of the Council, adopt the Annual Rate Resolution, which shall (1) establish the rate of assessment to be imposed in the upcoming Fiscal Year and (2) approve the Assessment Roll for the upcoming Fiscal Year with such adjustments as the Council deems just and right. The Assessment Roll shall be prepared in accordance with the method of apportionment set forth in the Initial Assessment Resolution, or any subsequent Preliminary Rate Resolution, together with modifications, if any, that are provided and confirmed in the Final Assessment Resolution or any subsequent Annual Rate Resolution.

(D) Nothing herein shall preclude the Council from providing annual notification to all Owners of Assessed Property in the manner provided in Sections 75-24 and 75-25 hereof or any other method as provided by law.

(E) The Council may establish or increase a Maximum Assessment Rate in an Initial Assessment Resolution or Preliminary Rate Resolution and confirm such Maximum Assessment Rate in the Annual Rate Resolution in the event notice of such Maximum Rate Assessment has been included in the notices required by Section 75-24 and 75-25 hereof.

(F) In the event (1) the proposed Service Assessment for any Fiscal Year exceeds the rates of assessment adopted by the Council, including a Maximum Assessment Rate, if any, that were listed in the notices previously provided to the Owners of Assessed Property pursuant to Sections 75-24 and 75-25 hereof, (2) the purpose for which the Service Assessment is imposed or the use of the revenue from the Service Assessment is substantially changed from that represented by notice

previously provided to the Owners of Assessed Property pursuant to Sections 75-24 and 75-25 hereof, (3) Assessed Property is reclassified or the method of apportionment is revised or altered resulting in an increased Service Assessment from that represented by notice previously provided to the Owners of Assessed Property pursuant to Sections 75-24 and 75-25 hereof, or (4) an Assessment Roll contains Assessed Property that was not included on the Assessment Roll approved for the prior Fiscal Year, notice shall be provided by publication and first class mail to the Owners of such Assessed Property as provided by law. Such notice shall substantially conform with the notice requirements set forth in Sections 75-24 and 75-25 hereof and inform the Owner of the date, time, and place for the adoption of the Annual Rate Resolution. The failure of the Owner to receive such notice due to mistake or inadvertence, shall not affect the validity of the Assessment Roll nor release or discharge any obligation for payment of a Service Assessment imposed by the Council pursuant to this Ordinance.

(G) As to any Assessed Property not included on an Assessment Roll approved by the adoption of the Final Assessment Resolution or a prior year's Annual Rate Resolution, the adoption of the succeeding Annual Rate Resolution shall be the final adjudication of the issues presented as to such Assessed Property (including, but not limited to, the determination of special benefit and fair apportionment to the Assessed Property, the method of apportionment and assessment, the rate of assessment, the establishment or increase of a Maximum Assessment Rate, the Assessment Roll, and the levy and lien of the Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the date of the Council action on the Annual Rate Resolution. Nothing contained herein shall be construed or interpreted to affect the finality of any Assessment not challenged within the required 20-day period for those Assessments previously imposed against Assessed Property by the inclusion of the Assessed Property on an Assessment Roll approved in the Final Assessment Resolution or any subsequent Annual Rate Resolution.

(H) The Assessment Roll, as approved by the Annual Rate Resolution, shall be delivered to the Tax Collector as required by the Uniform Assessment Collection Act, or if the alternative method described in Section 75-60 hereof is used to collect the Assessments, such other official as the Council by resolution shall designate. If the Assessment against any property shall be sustained, reduced, or abated by the court, an adjustment shall be made on the Assessment Roll.

Section 75-29. - Interim Service Assessments.

(A) An interim Service Assessment may be imposed against all property for which a Certificate of Occupancy is issued after adoption of the Annual Rate Resolution. The amount of the interim Service Assessment shall

be calculated upon a monthly rate, which shall be one-twelfth of the annual rate for such property computed in accordance with the Annual Rate Resolution for the Fiscal Year for which the interim Service Assessment is being imposed. Such monthly rate shall be imposed for each full calendar month remaining in the Fiscal Year. In addition to the monthly rate, the interim Service Assessment may also include an estimate of the subsequent Fiscal Year's Service Assessment.

(B) No Certificate of Occupancy shall be issued until full payment of the interim Service Assessment is received by the City. Issuance of the Certificate of Occupancy without the payment in full of the interim Service Assessment shall not relieve the Owner of such property of the obligation of full payment. Any interim Service Assessment not collected prior to the issuance of the Certificate of Occupancy may be collected pursuant to the Uniform Assessment Collection Act as provided in Section 75-59 of this Ordinance or by any other method authorized by law. Any interim Service Assessment shall be deemed due and payable on the date the Certificate of Occupancy was issued and shall constitute a lien against such property as of that date. Said lien shall be equal in rank and dignity with the liens of all state, City, district or municipal taxes and special assessments, and superior in rank and dignity to all other liens, encumbrances, titles and claims in and to or against the real property involved and shall be deemed perfected upon the issuance of the Certificate of Occupancy.

Sections 75-30 – 75-39 – Reserved.

ARTICLE III. - CAPITAL ASSESSMENTS

Section 75-40. - General Authority.

(A) The Council is hereby authorized to impose Capital Assessments against property located within an Assessment Area to fund the Capital Cost or Project Cost, if obligations are issued, of Local Improvements.

(B) The Capital Assessment shall be computed in a manner that fairly and reasonably apportions the Capital Cost or Project Cost, if obligations are issued, among the parcels of property within the Assessment Area based upon objectively determinable Assessment Units and reasonably related to the special benefit provided by the Local Improvement. Nothing contained in this Ordinance shall be construed to require the imposition of Capital Assessments against Government Property.

(C) All Capital Assessments shall be imposed in conformity with the procedures set forth in this Article III.

Section 75-41. - Initial Proceedings. The initial proceeding for the imposition of a Capital Assessment shall be the Council's adoption of an Initial Assessment Resolution:

(A) describing the property to be located within the proposed Assessment Area;

(B) containing a brief and general description of the Local Improvements to be provided;

(C) determining the Capital Cost or Project Cost to be assessed for Local Improvements;

(D) describing the method of apportioning the Capital Cost or Project Cost and the computation of the Capital Assessments for specific properties;

(E) establishing an estimated assessment rate for the upcoming Fiscal Year;

(F) describe the provisions, if any, for acceleration and prepayment of the Capital Assessment;

(G) describe the provisions, if any, for reallocating the Capital Assessment upon future subdivision;

(H) establishing a Maximum Assessment Rate, if desired by the Council;

(I) authorizing the date, time, and place of a public hearing to consider the adoption of the Final Assessment Resolution for the upcoming Fiscal Year; and (I) directing the City Administrator to (1) prepare the initial Assessment Roll, as required by Section 75-42 hereof, (2) publish the notice required by Section 75-43 hereof, and (3) mail the notice required by Sections 75-44 hereof.

Section 75-42. - Capital Assessment Roll.

(A) The City Administrator shall prepare, or direct the preparation of, the initial Assessment Roll for Capital Assessments, which shall contain the following:

(1) A summary description of all Assessed Property conforming to the description contained on the Tax Roll.
(2) The name of the Owner of the Assessed Property.
(3) The number of Assessment Units attributable to each parcel.

(4) The amount of the Capital Assessment to be imposed against each Assessed Property.

(B) Copies of the Initial Assessment Resolution and the preliminary Assessment Roll shall be available in the office of the City Administrator and open to public inspection. The foregoing shall not be construed to require that the Assessment Roll be in printed form if the amount of the Capital Assessment for each parcel of property can be determined by use of a computer terminal available to the public.

Section 75-43. - Notice By Publication.

(A) Upon completion of the initial Assessment Roll, the City Administrator shall publish, or direct the publication of, once in a newspaper of general circulation within the City a notice stating that at a meeting of the Council on a certain day and hour, not earlier than 20 calendar days from such publication, which meeting shall be a regular, adjourned, or special meeting, the Council will hear objections of all interested persons to the Final Assessment Resolution which shall establish the rate of assessment and approve the aforementioned initial Assessment Roll.

(B) The published notice shall conform to the requirements set forth in the Uniform Assessment Collection Act. Such notice shall include (1) a geographic depiction of the property subject to the Capital Assessment; (2) a brief and general description of the Local Improvement and related services to be provided; (3) the rate of assessment including a Maximum Assessment Rate in the event one was adopted by in the Initial Assessment Resolution; (4) the procedure for objecting provided in Section 75-45 hereof; (5) the method by which the Capital Assessment will be collected; and (6) a statement that the initial Assessment Roll is available for inspection at the office of the City Administrator and all interested persons may ascertain the amount to be assessed against a parcel of Assessed Property at the office of the City Administrator.

Section 75-44. - Notice By Mail.

(A) In addition to the published notice required by Section 75-43, the City Administrator shall provide notice, or direct the provision of notice, of the proposed Capital Assessment by first class mail to the Owner of each parcel of property subject to the Capital Assessment.

(B) The mailed notice shall conform to the requirements set forth in the Uniform Assessment Collection Act. Such notice shall include (1) the purpose of the Capital Assessment; (2) the rate of assessment to be levied against each parcel of property, including a Maximum Assessment Rate in the event one was adopted by the Initial Assessment Resolution; (3) the

Assessment Unit applied to determine the Capital Assessment; (4) the number of such Assessment Units contained in each parcel of property; (5) the total revenue to be collected by the City from the Capital Assessment; (6) a statement that failure to pay the Capital Assessment will cause a tax certificate to be issued against the property or foreclosure proceedings to be instituted, either of which may result in a loss of title to the property; (7) a statement that all affected Owners have a right to appear at the hearing and to file written objections with the Council within 20 days of the notice; and (8) the date, time, and place of the hearing.

(C) The mailed notice shall be mailed at least 20 calendar days prior to the hearing to each Owner at such address as is shown on the Tax Roll. Notice shall be deemed mailed upon delivery thereof to the possession of the United States Postal Service. The City Administrator may provide proof of such notice by affidavit. Failure of the Owner to receive such notice due to mistake or inadvertence shall not affect the validity of the Assessment Roll nor release or discharge any obligation for payment of a Capital Assessment imposed by the Council pursuant to this Ordinance.

Section 75-45. - Adoption Of Final Assessment Resolution.

(A) At the time named in such notice or to such time as an adjournment or continuance may be taken by the Council, the Council shall receive any written objections of interested persons and may then, or at any subsequent meeting of the Council, adopt the Final Assessment Resolution which shall:

(1) create any Assessment Area;

(2) confirm, modify, or repeal the Initial Assessment Resolution with such amendments, if any, as may be deemed appropriate by the Council;

(3) establish the maximum amount of the Capital Assessment for each Assessment Unit and levy the rate of assessment for the upcoming Fiscal Year;

(4) approve the initial Assessment Roll, with such amendments as it deems just and right; and

(5) determine the method of collection.

(B) The adoption of the Final Assessment Resolution by the Council shall constitute a legislative determination that all parcels assessed derive a special benefit from the Local Improvement to be provided or constructed and a legislative determination that the Capital Assessment are fairly and reasonably apportioned among the properties that receive the special benefit.

(C) All written objections to the Final Assessment Resolution shall be filed with the City Administrator at or before the time or adjourned time of such hearing. The Final Assessment Resolution shall constitute the Annual Rate Resolution for the initial Fiscal Year in which Assessments are imposed or reimposed hereunder.

Section 75-46. - Effect Of Final Assessment Resolution.

(A) The Capital Assessments for the initial Fiscal Year shall be established upon adoption of the Final Assessment Resolution. The adoption of the Final Assessment Resolution shall be the final adjudication of the issues presented (including, but not limited to, the method of apportionment and assessment, the initial rate of assessment, the initial Assessment Roll, and the levy and lien of the Capital Assessments), unless proper steps are initiated in a court of competent jurisdiction to secure relief within 20 days from the date of Council action on the Final Assessment Resolution.

(B) The initial Assessment Roll, as approved by the Final Assessment Resolution, shall be delivered to the Tax Collector, or the Property Appraiser if so directed by the Tax Collector, or if an alternative method is used to collect the Capital Assessments, such other official as the Council by resolution shall designate.

Section 75-47. - Annual Adoption Procedures.

(A) During its budget adoption process and prior to September 15 of each year, the Council shall adopt an Annual Rate Resolution for each Fiscal Year in which Capital Assessments will be imposed to fund the Capital Cost or Project Cost of a Local Improvement. The Final Assessment Resolution shall constitute the Annual Assessment Resolution for the initial Fiscal Year. The Assessment Roll shall be prepared in accordance with the Initial Assessment Resolution, as confirmed or amended by the Final Assessment Resolution. Failure to adopt an Annual Assessment Resolution during the budget adoption process for a Fiscal Year may be cured at any time.

(B) In the event that the uniform method of collection provided for in the Uniform Assessment Collection Act is used and (1) the proposed Capital Assessment for any Fiscal Year exceeds the Maximum Assessment Rate included in notice previously provided to the Owners of Assessed Property pursuant to Sections 75-43 and 75-44 hereof, (2) the purpose for which the Capital Assessment is imposed or the use of the revenue from the Capital Assessment is substantially changed from that represented by notice previously provided to the Owners of Assessed Property pursuant to Section 75-43 and 75-44 hereof; (3) Assessed Property is reclassified or the method of apportionment is revised or altered resulting in an increased Capital

Assessment from that represented by notice previously provided to the Owners of Assessed Property pursuant to Sections 75-43 and 75-44 hereof, or (4) an Assessment Roll contains Assessed Property that was not included on the Assessment Roll approved for the prior Fiscal Year, notice shall be provided by first class mail to the Owner of such Assessed Property. Such supplemental notice shall substantially conform with the notice requirements set forth in Sections 75-43 and 75-44 hereof and inform the Owner of the date and place for the adoption of the Annual Rate Resolution. The failure of the Owner to receive such supplemental notice due to mistake or inadvertence, shall not affect the validity of the Assessment Roll nor release or discharge any obligation for payment of a Capital Assessment imposed by the Council pursuant to this Ordinance.

(C) As to any Assessed Property not included on an Assessment Roll approved by the adoption of the Final Assessment Resolution or a prior year's Annual Rate Resolution, the adoption of the succeeding Annual Rate Resolution shall be the final adjudication of the issues presented as to such Assessed Property (including, but not limited to, the determination of special benefit and fair apportionment to the Assessed Property, the method of apportionment and assessment, the rate of assessment, the establishment or increase of a Maximum Assessment Rate, the Assessment Roll, and the levy and lien of the Assessments), unless proper steps shall be initiated in a court of competent jurisdiction to secure relief within 20 days from the date of the Council action on the Annual Rate Resolution. Nothing contained herein shall be construed or interpreted to affect the finality of any Assessment not challenged within the required 20-day period for those Assessments previously imposed against Assessed Property by the inclusion of the Assessed Property on an Assessment Roll approved in the Final Assessment Resolution or any subsequent Annual Rate Resolution.

(D) The Assessment Roll, as approved by the Annual Rate Resolution, shall be delivered to the Tax Collector, or the Property Appraiser if so directed by the Tax Collector, or if an alternative method is used to collect the Capital Assessments, such other official as the Council by resolution shall designate. If the Capital Assessment against any property shall be sustained, reduced, or abated by the Council, an adjustment shall be made on the Assessment Roll.

Sections 75-48 – 75-58 – Reserved.

ARTICLE IV. - COLLECTION AND USE OF ASSESSMENTS

Section 75-59. - Method Of Collection.

(A) Unless otherwise directed by the Council, the Assessments shall be collected pursuant to the Uniform Assessment Collection Act, and

the City shall comply with all applicable provisions of the Uniform Assessment Collection Act. Any hearing or notice required by this Ordinance may be combined with any other hearing or notice required by the Uniform Assessment Collection Act.

(B) The amount of an Assessment to be collected using the Uniform Assessment Collection Act for any specific parcel of benefitted property may include an amount equivalent to the payment delinquency, delinquency fees and recording costs for a prior year's assessment for a comparable service, facility, program, or Local Improvement provided, (1) the collection method used in connection with the prior year's assessment did not employ the use of the Uniform Assessment Collection Act, (2) notice is provided to the Owner, and (3) any lien on the affected parcel for the prior year's assessment is supplanted and transferred to such Assessment upon certification of a non-ad valorem roll to the Tax Collector by the City.

Section 75-60. - Alternative Method Of Collection. In lieu of using the Uniform Assessment Collection Act, the Council may elect to collect Assessments by any other method which is authorized by law or under the alternative collection method provided by this Section:

(A) The Council shall provide Assessment bills by first class mail to the Owner of each affected parcel of property, other than Government Property. The bill or accompanying explanatory material shall include (1) a brief explanation of the Assessment, (2) a description of the unit of measurement used to determine the amount of the Assessment, (3) the number of units contained within the parcel, (4) the total amount of the Assessment imposed against the parcel for the appropriate period, (5) the location at which payment will be accepted, (6) the date on which the Assessment is due, and (7) a statement that the Assessment constitutes a lien against Assessed Property equal in rank and dignity with the liens of all state, City, district or municipal taxes and other non-ad valorem assessments.

(B) A general notice of the lien resulting from imposition of the Assessments shall be recorded in the Official Records of the City. Nothing herein shall be construed to require that individual liens or releases be filed in the Official Records.

(C) The Council shall have the right to foreclose and collect all delinquent Assessments in the manner provided by law for the foreclosure of mortgages on real property or appoint or retain an agent to institute such foreclosure and collection proceedings.

(D) An Assessment shall become delinquent if it is not paid within 30 days from the date any installment is due. The Council or its agent shall

notify any property owner who is delinquent in payment of his or her Assessment within 60 days from the date such assessment was due. Such notice shall state in effect that the Council or its agent will either (1) initiate a foreclosure action or suit in equity and cause the foreclosure of such property subject to a delinquent Assessment in a method now or hereafter provided by law for foreclosure of mortgages on real property, or (2) cause an amount equivalent to the delinquent Assessment, not previously subject to collection using the uniform method under the Uniform Assessment Collection Act, to be collected on the tax bill for a subsequent year.

(E) All costs, fees and expenses, including reasonable attorney fees and title search expenses, related to any foreclosure action as described herein shall be included in any judgment or decree rendered therein. At the sale pursuant to decree in any such action, the City may be the purchaser to the same extent as any Person. The Council or its agent may join in one foreclosure action the collection of Assessments against any or all property assessed in accordance with the provisions hereof. All delinquent Owners whose property is foreclosed shall be liable for an apportioned amount of reasonable costs and expenses incurred by the Council and its agents, including reasonable attorney fees, in collection of such delinquent Assessments and any other costs incurred by the Council as a result of such delinquent Assessments and the same shall be collectible as a part of or in addition to, the costs of the action.

(F) In lieu of foreclosure, any delinquent Assessment and the costs, fees and expenses attributable thereto, may be collected pursuant to the Uniform Assessment Collection Act; provided however, that (1) notice is provided to the Owner in the manner required by the Uniform Assessment Collection Act and this Ordinance, and (2) any existing lien of record on the affected parcel for the delinquent Assessment is supplanted by the lien resulting from certification of the Assessment Roll, as applicable, to the Tax Collector.

(G) Notwithstanding the Council's use of an alternative method of collection, the City Administrator shall have the same power and authority to correct errors and omissions as provided to him or other City officials in Section 75-7 hereof.

(H) Any Council action required in the collection of Assessments may be by resolution.

Section 75-61. - Government Property. In lieu of using the Uniform Assessment Collection Act to collect Assessments from Government Property, the City may elect to use any other method authorized by law or pursuant to the method provided in this Section:

(A) The City shall provide Assessment bills by first class mail to the Owner of each affected parcel of Government Property. The bill or accompanying explanatory material shall include (1) a brief explanation of the Assessment, (2) a description of the unit of measurement used to determine the amount of the Assessment, (3) the number of units contained within the parcel, (4) the total amount of the parcel's Assessment for the appropriate period, (5) the location at which payment will be accepted, and (6) the date on which the Assessment is due.

(B) Assessments imposed against Government Property shall be due on the same date as all other Assessments and, if applicable, shall be subject to the same discounts for early payment.

(C) An Assessment shall become delinquent if it is not paid within 30 days from the date any installment is due. The City shall notify the Owner of any Government Property that is delinquent in payment of its Assessment within 60 days from the date such Assessment was due. Such notice shall state that the City will initiate a mandamus or other appropriate judicial action to compel payment.

(D) All costs, fees and expenses, including reasonable attorney fees and title search expenses, related to any mandamus or other action as described herein shall be included in any judgment or decree rendered therein. All delinquent owners of Government Property against which a mandamus or other appropriate action is filed shall be liable for an apportioned amount of reasonable costs and expenses incurred by the City, including reasonable attorney fees, in collection of such delinquent Assessments and any other costs incurred by the City as a result of such delinquent Assessments and the same shall be collectible as a part of or in addition to, the costs of the action.

(E) As an alternative to the foregoing, an Assessment imposed against Government Property may be collected on the bill for any utility service provided to such Government Property. The Council may contract for such billing services with any utility not owned by the City.

Sections 75-62 – 75-69 – Reserved.

ARTICLE V. - ISSUANCE OF OBLIGATIONS

Section 75-70. General Authority.

(A) Upon adoption of the Final Assessment Resolution imposing Capital Assessments to fund a Local Improvement or at any time thereafter, the Council shall have the power and is hereby authorized to provide by

resolution, at one time or from time to time in series, for the issuance of Obligations to fund the Project Cost thereof.

(B) If issued, the principal of and interest on each series of Obligations shall be payable from Pledged Revenue. At the option of the Council, the City may agree, by resolution, to budget and appropriate funds to make up any deficiency in the reserve account established for the Obligations or in the payment of the Obligations, from other non-ad valorem revenue sources. The Council may also provide, by resolution, for a pledge of or lien upon proceeds of such non-ad valorem revenue sources for the benefit of the holders of the Obligations. Any such resolution shall determine the nature and extent of any pledge of or lien upon proceeds of such non-ad valorem revenue sources.

Section 75-71. Terms Of The Obligations. If issued, the Obligations shall be dated, shall bear interest at such rate or rates, shall mature at such times as may be determined by resolution of the Council, and may be made redeemable before maturity, at the option of the City, at such price or prices and under such terms and conditions, all as may be fixed by the Council. Said Obligations shall mature not later than 40 years after their issuance. The Council shall determine by resolution the form of the Obligations, the manner of executing such Obligations, and shall fix the denominations of such Obligations, the place or places of payment of the principal and interest, which may be at any bank or trust company within or outside of the State of Florida, and such other terms and provisions of the Obligations as it deems appropriate. The Obligations may be sold at public or private sale for such price or prices as the Council shall determine by resolution. The Obligations may be delivered to any contractor to pay for construction of the Local Improvements or may be sold in such manner and for such price as the Council may determine by resolution to be for the best interests of the City.

Section 75-72. Variable Rate Obligations. At the option of the Council, Obligations may bear interest at a variable rate.

Section 75-73. Temporary Obligations. Prior to the preparation of definitive Obligations of any series, the Council may, under like restrictions, issue interim receipts, interim certificates, or temporary Obligations, exchangeable for definitive Obligations when such Obligations have been executed and are available for delivery. The Council may also provide for the replacement of any Obligations which shall become mutilated, destroyed or lost. Obligations may be issued without any other proceedings or the happening of any other conditions or things than those proceedings, conditions or things which are specifically required by this Ordinance.

Section 75-74. Anticipation Notes. In anticipation of the sale of Obligations, the Council may, by resolution, issue notes and may renew the

same from time to time. Such notes may be paid from the proceeds of the Obligations, the proceeds of the Capital Assessments, the proceeds of the notes and such other legally available moneys as the Council deems appropriate by resolution. Said notes shall mature within five years of their issuance and shall bear interest at a rate not exceeding the maximum rate provided by law. The Council may issue Obligations or renewal notes to repay the notes. The notes shall be issued in the same manner as the Obligations.

Section 75-75. Taxing Power Not Pledged. Obligations issued under the provisions of this Ordinance shall not be deemed to constitute a general obligation or pledge of the full faith and credit of the City within the meaning of the Constitution of the State of Florida, but such Obligations shall be payable only from Pledged Revenue in the manner provided herein and by the resolution authorizing the Obligations. The issuance of Obligations under the provisions of this Ordinance shall not directly or indirectly obligate the City to levy or to pledge any form of ad valorem taxation whatever therefore. No holder of any such Obligations shall ever have the right to compel any exercise of the ad valorem taxing power on the part of the City to pay any such Obligations or the interest thereon or to enforce payment of such Obligations or the interest thereon against any property of the City, nor shall such Obligations constitute a charge, lien or encumbrance, legal or equitable, upon any property of the City, except the Pledged Revenue.

Section 75-76. Trust Funds. The Pledged Revenue received pursuant to the authority of this Ordinance shall be deemed to be trust funds, to be held and applied solely as provided in this Ordinance and in the resolution authorizing issuance of the Obligations. Such Pledged Revenue may be invested by the City, or its designee, in the manner provided by the resolution authorizing issuance of the Obligations. The Pledged Revenue upon receipt thereof by the City shall be subject to the lien and pledge of the holders of any Obligations or any entity other than the City providing credit enhancement on the Obligations.

Section 75-77. Remedies Of Holders. Any holder of Obligations, except to the extent the rights herein given may be restricted by the resolution authorizing issuance of the Obligations, may, whether at law or in equity, by suit, action, mandamus or other proceedings, protect and enforce any and all rights under the laws of the State of Florida or granted hereunder or under such resolution, and may enforce and compel the performance of all duties required by this part, or by such resolution, to be performed by the City.

Section 75-78. Refunding Obligations. The City may, by resolution of the Council, issue Obligations to refund any Obligations issued pursuant to this Ordinance, or any other obligations of the City theretofore issued to

finance the Project Cost of a Local Improvement and provide for the rights of the holders hereof. Such refunding Obligations may be issued in an amount sufficient to provide for the payment of the principal of, redemption premium, if any, and interest on the outstanding Obligations to be refunded. If the issuance of such refunding Obligations results in an annual Assessment that exceeds the estimated maximum annual Capital Assessments set forth in the notice provided pursuant to Section 75-44 hereof, the Council shall provide notice to the affected property owners and conduct a public hearing in the manner required by Article III of this Chapter.

SECTION 2. APPLICABILITY. This Ordinance and the Council's authority to impose assessments pursuant hereto shall be applicable throughout the City.

SECTION 3. ALTERNATIVE METHOD.

(A) This Ordinance shall be deemed to provide an additional and alternative method for the doing of the things authorized hereby and shall be regarded as supplemental and additional to powers conferred by other laws, and shall not be regarded as in derogation of any powers now existing or which may hereafter come into existence. This Ordinance, being necessary for the welfare of the inhabitants of the City shall be liberally construed to effect the purposes hereof.

(B) Nothing herein shall preclude the Council from directing and authorizing, by resolution, the combination with each other of (1) any supplemental or additional notice deemed proper, necessary, or convenient by the City, (2) any notice required by this Ordinance, or (3) any notice required by law, including the Uniform Assessment Collection Act.

SECTION 4. SEVERABILITY. The provisions of this Ordinance are severable; and if any section, subsection, sentence, clause or provision is held invalid by any court of competent jurisdiction, the remaining provisions of this Ordinance shall not be affected thereby.

SECTION 5. CONFLICTS. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6. CODIFICATION. It is the intention of the Council, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the City of Bradenton Code of Ordinances; that the sections of this Ordinance may be renumbered or relettered to accomplish such intentions; and that the word "Ordinance" shall be changed to "Section" or other appropriate word.

SECTION 7. EFFECTIVE DATE. This Ordinance shall be in force and take effect immediately upon its passage and adoption.

PASSED AND DULY ADOPTED, BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, with a quorum present and voting, this 22nd day of April 2026.

CITY OF BRADENTON, FLORIDA

_____
Gene Brown, Mayor

ATTEST:

_____
Tamara Melton, City Clerk

Approved as to Form:

_____
Scott Rudacille, City Attorney

First Reading: April 8, 2026
Publication Date: April 12, 2026
Second Reading: April 22, 2026

AGENDA ITEM NO. 8.a

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: April 8, 2026

SUBMITTED BY: Erin Jones, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: NEW BUSINESS BY DEPARTMENT HEADS, CITY ATTORNEY AND COUNCIL

SUBJECT: Partial Guaranteed Maximum Price (GMP) Amendment to Agreement for Construction Management at Risk Services for the City of Bradenton City Park Project (Phase 1)

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Owner and Construction Manager entered into the Agreement for Construction Management at Risk Services for City of Bradenton City Park Project (Phase 1) under which Construction Manager is providing the professional construction management services requisite to the implementation of the construction of City Park Project.

The Construction Manager and Owner have agreed upon a GMP encompassing all costs for Phase 1 under the Agreement for The City of Bradenton City Park Project (Phase 1).

FINANCIAL IMPACT:
Funding for these costs is provided under GL Account #30158200-563000-CTYPK.

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed and approved by Attorney Rudacille.

SUGGESTED MOTION:
Motion to approve the Partial Guaranteed Maximum Price (GMP) Amendment to Agreement for Construction Management at Risk Services for the City of Bradenton City Park Project (Phase 1) with P.J. Hayes, Inc. dba Tandem Construction.

ATTACHMENTS:
Partial GMP Amendment for Phase I

PARTIAL GUARANTEED MAXIMUM PRICE (GMP) AMENDMENT
to
AGREEMENT
for
CONSTRUCTION MANAGEMENT AT RISK SERVICES FOR THE CITY OF BRADENTON CITY PARK PROJECT (PHASE I)

THIS PARTIAL GUARANTEED MAXIMUM PRICE (GMP) AMENDMENT TO THE AGREEMENT FOR CONSTRUCTION MANAGEMENT AT RISK SERVICES FOR THE CITY OF BRADENTON CITY PARK PROJECT (PHASE I) ("Partial GMP Amendment'") is made and entered into, by and between the City of Bradenton, referred to herein as "Owner," and P.J. Hayes, Inc. dba Tandem Construction, registered and licensed to do business in the State of Florida, referred to herein as "Construction Manager."

WHEREAS, Owner and Construction Manager entered into the Agreement for Construction Management at Risk Services for the City of Bradenton City Park Project (the "Agreement") under which Construction Manager is providing the professional construction management services requisite to the implementation of the construction of the City Park Project (as further defined in the Agreement, the "Project''); and

WHEREAS, the Agreement provides that prior to commencement of the Construction Phase, Construction Manager and Owner must agree upon a Guaranteed Maximum Price (GMP) for the construction of the Project, to be established and memorialized in an Amendment supplementing the Agreement; and

WHEREAS, the Agreement provides that if the parties determine that phased construction of the Project is appropriate, Construction Manager shall prepare and submit partial GMP's for each phase of the Project in accordance with the preliminary Project schedule; and

WHEREAS, the parties have determined that it is appropriate to phase the Project; and

WHEREAS, Phase I of the Project has been designed and permitted to a point sufficient that Construction Manager and Owner have agreed upon a partial GMP for Phase I, as set forth herein.

NOW THEREFORE, Owner and Construction Manager, in consideration of the mutual covenants hereinafter set forth, and the mutual covenants set forth in the Agreement, the sufficiency of which is hereby acknowledged, agree as follows:

l. Establishment of Partial GMP. Pursuant to Section 2.2 of the Agreement, the Owner and Construction Manager establish a Partial GMP and Contract Time for Phase I of the Work as set forth below. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Contract Documents and in the General Conditions.

2. GMP: Contract Documents. The Construction Manager's partial GMP for Phase I of the Work, including the estimated Cost of the Work (15,781,409.00) and the Construction Manager's Fee ($946,884.53), is a total of Sixteen Million Seven Hundred Twenty-Eight Thousand Two Hundred Ninety-Three Dollars and Thirty-One Cents ($16,728,293.31). This price is for the performance of Phase I of the Work in accordance with the Contract Documents listed and attached to this Partial GMP Amendment and marked Exhibits A through J, as follows:

a) *Exhibit A, Section 1*. Construction Manager's partial GMP submittal for Phase I, including Project Plans and Specifications, addenda and General, Supplementary and other Conditions of the Agreement on which the partial GMP is based, pages l through 4, dated March 31, 2026.

b) *Exhibit A, Section 2*. Unit Prices, pages 5 through 13, dated March 31, 2026.

c) *Exhibit A, Section 3*. Qualifications, Clarifications, Assumptions & Exclusion made in preparing the partial GMP, pages 14 through 18, March 31, 2026.

d) *Exhibit A, Section 4*. Allowance items, pages 19 through 20, dated March 31, 2026.

e) *Exhibit A, Section 5*. Alternate Prices, pages 21 through 22, dated March 31, 2026.

f) *Exhibit A, Section 6*. Plans and Specs Enumeration, pages 23 through 30, dated March 31, 2026.

g) *Exhibit A, Section 7*. Project Schedule, pages 31 through 34, dated March 26, 2026.

h) *Exhibit B*. Affidavit of No Conflict, pages 1 through 2, dated March 31, 2026.

i) *Exhibit C*. Certificate(s) of Insurance, pages 1 through 2, dated April 1, 2026.

j) *Exhibit D*. Payment and Performance Bond, pages 1 through 12, dated April 1, 2026.

k) *Exhibit E*. Standard Forms, pages 1 through 9.

1. Application for Payment
2. Certificate of Substantial Completion
3. Final Reconciliation/Warranty/Affidavit
4. Change Order

Additional Contract Documents include the Agreement and any General Conditions of the Construction Agreement, Addenda issued prior to execution of the Agreement, the Request for Proposal, the Construction Manager's proposal, permits, notice of intent to award, Notice to Proceed, purchase order(s), written amendments, Change Order(s), Work Directive Change(s) and Field Directive(s). No other documents shall be considered Contract Documents.

3. Contract Time; Liquidated Damages. The Construction Manager shall achieve Substantial Completion of the Work for Phase I within **Three Hundred Three (303) days** of receipt of the Notice to Proceed. Time is of the essence in the Contract Documents and all obligations thereunder. If the Construction Manager fails to achieve Substantial Completion of the Work for Phase I within the Contract Time and as otherwise required by the Contract Documents (to include not only the entire Work but any portion of the Work for which a separate Substantial Completion Date is agreed on), the Owner shall be entitled to retain or recover from the Construction Manager, as liquidated damages and not as a penalty, the sum of **Three Thousand Five Hundred Dollars and Zero Cents ($3,500.00)** per calendar day, commencing on the first day following expiration of the Contract Time for Phase I and continuing until the actual date of Substantial Completion for Phase I. Such liquidated damages are hereby agreed to be a reasonable estimate of damages the Owner will incur as a result of delayed completion of the Work for Phase I. The Owner may deduct liquidated damages as described in this paragraph from any unpaid amounts then or thereafter due the Construction Manager under the Agreement. Any liquidated damages not so deducted from any unpaid amounts due the Construction Manager shall be payable to the Owner at the demand of the Owner, together with interest from the date of the demand at the maximum

allowable rate.

4. Effect of Partial GMP. This Partial GMP Amendment shall constitute the Partial GMP Amendment for purpose of satisfying the requirements of Article 5 of the Agreement as it relates to Phase I of the Project and shall supplement and amend the Agreement such that all references to the GMP as it relates to Phase I of the Project shall be construed to refer to the partial GMP for Phase I set forth herein, as such partial GMP may be adjusted pursuant to the terms of the Agreement. All terms of the Agreement, as supplemented hereby, shall remain in full force and effect.

IN WITNESS THEREOF, the parties hereunto have made and executed this Partial GMP Amendment as of the last written date below.

Signed, sealed and delivered in the presence of:



P.J. HAYES INC. DBA TANDEM CONSTRUCTION

By: _____

Print Name: Brian M. Leaver
(Title of Authorized Representative)

Date: 4/1/26

Title: President

CITY OF BRADENTON

By: _____
GENE BROWN
Mayor

Date: _____

ATTEST:

By: _____
TAMARA MELTON
City Clerk

Approved as to form:

By: _____
SCOTT E. RUDACILLE
City Attorney

EXHIBIT A

City Park – Phase 1

GMP Report

March 31, 2026



TANDEM CONSTRUCTION

City Park – Phase 1

GMP Report

March 31, 2026

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1.
Executive Summary



City Park-Phase 1
GMP Report
March 31, 2026

Executive Summary

Tandem is pleased to present the GMP Cost Report for the CITY OF BRADENTON CITY PARK Project. This report will provide the final cost report, project schedule and other important project information to be utilized by the Project Team.

Project Description

The Project is located at 1415 9th St. W., Bradenton, FL 34205 and consists of the construction of a new synthetic turf baseball field and surrounding improvements. The scope of work also includes a new observation tower, batting cage, batter's eye structure, field lighting, and hardscape/landscape improvements. This project is Phase 1 of an assumed total of 4 planned phases.

Project Schedule

The project schedule reflects an overall duration of 10 months for the construction phase of the project.

The following dates are considered Milestone Dates within the Master Plan Schedule included herein.

Mobilization/Commencement of Construction	May 4th, 2026
Substantial Completion	February 5th, 2027
Final Completion	March 5th, 2027

The current schedule is based upon approval by the Board to proceed with the Construction phase of the project on or before April 8, 2026.

2.
100% CD Estimate – Phase I



TANDEM CONSTRUCTION

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DIVISION 01 - GENERAL REQUIREMENTS	QTY	UOM	UNIT COST		EXTENDED COST
TOTAL GENERAL REQUIREMENTS				**$**	**1,568,389.00**

BUILDING & SITEWORK	QTY	UOM	UNIT COST		EXTENDED COST
DIVISION 02A - EXISTING CONDITIONS					
SITE SURVEYS	1	LS		$	75,000.00
ASBESTOS ASSESSMENT	1	LS			NIC
SUBSURFACE DRILLING & SAMPLING	1	LS			NIC
MATERIAL TESTING	1	AL	50,000.00	$	50,000.00
SELECTIVE SITE DEMOLITION	1	LS			INC IN DIV 31A
STRUCTURE DEMOLITION	1	LS			NIC/NA
SELECTIVE STRUCTURE DEMOLITION	1	LS			NIC
ASBESTOS ABATEMENT	1	LS			NIC
Total EXISTING CONDITIONS				**$**	**125,000.00**
DIVISION 03A - CONCRETE					
CONCRETE	1	LS		$	623,577.00
PRECAST CONCRETE STAIRS	1	LS		$	48,454.80
Total CONCRETE				**$**	**672,031.80**
DIVISION 04A - MASONRY					
MASONRY					INC IN 03A
Total MASONRY				**$**	**-**
DIVISION 05A - STRUCTURAL STEEL					
STRUCTURAL STEEL	1	LS		$	690,999.00
Total STRUCTURAL STEEL				**$**	**690,999.00**
DIVISION 05B - ORNAMENTAL METALS					
PIPE & TUBE RAILINGS					INC IN 05A
Total ORNAMENTAL METALS				**$**	**-**
DIVISION 05C - METAL FRAMING/TRUSSES					
MISC. STEEL EMBEDS					INC IN 05A
METAL DECKING					INC IN 05A
Total METAL FRAMING/TRUSSES				**$**	**-**
DIVISION 06A - ROUGH CARPENTRY					
ROUGH CARPENTRY	1	AL	25,000.00	$	25,000.00
Total ROUGH CARPENTRY				**$**	**25,000.00**

DIVISION 06B - FINISH CARPENTRY				
EXTERIOR FINISH CARPENTRY - L	1	LS		NIC/NA
EXTERIOR FINISH CARPENTRY - M	1	LS		NIC/NA
Total FINISH CARPENTRY			**$**	**-**
DIVISION 06C - CASEWORK				
PLASTIC LAMINATE CLAD ARCHITECTURAL CABINETS				NIC/NA
SOLID SURFACE WINDOW SILLS				NIC/NA
Total CASEWORK			**$**	**-**
DIVISION 07A - ROOFING				
MEMBRANE ROOFING	1	LS	$	102,273.89
Total ROOFING			**$**	**102,273.89**
DIVISION 07B - WATERPROOFING/SEALANTS				
TRAFFIC COATINGS				INC IN 09E
JOINT SEALANTS				INC IN 09E
Total WATERPROOFING/SEALANTS			**$**	**-**
DIVISION 07C - INSULATION				
THERMAL INSULATION				INC IN 13E
Total INSULATION			**$**	**-**

DIVISION 08A - DOORS/FRAMES/HARDWARE				
DOORS & FRAMES	1	LS	$	15,511.80
HM DOORS & FRAMES - M	1	LS		INC
DOOR HARDWARE	1	LS		INC
ACCESS CONTROL HARDWARE/CARDREADER				INC IN 28A
Total DOORS/FRAMES/HARDWARE			**$**	**15,511.80**
DIVISION 08B - STOREFRONT/GLAZING				
LOUVERS				INC IN 23A
GLASS RAILINGS	1	LS	$	42,918.88
Total STOREFRONT/GLAZING			**$**	**42,918.88**
DIVISION 08C - OVERHEAD DOORS				
COILING DOORS & GRILLES				NIC/NA
Total OVERHEAD DOORS			**$**	**-**
DIVISION 09A - STUCCO				
PORTLAND CEMENT PLASTERING	1	LS	$	91,329.70
SOFFIT FRAMING	1	LS	$	23,954.00
Total STUCCO			**$**	**115,283.70**

DIVISION 09B - FRAMING/DRYWALL				
GYPSUM BOARD ASSEMBLIES				NIC/NA
Total FRAMING/DRYWALL			**$**	**-**
DIVISION 09C - FLOORING				
FLOORING				NIC/NA
Total FLOORING			**$**	**-**
DIVISION 09D - ACOUSTICAL CEILING				
ACOUSTICAL PANEL CEILINGS				NIC/NA
Total ACOUSTICAL CEILING			**$**	**-**
DIVISION 09E - PAINTING				
PAINTING	1	LS	$	87,475.00
EXTERIOR PAINTING	1	LS		INC
INTERIOR PAINTING	1	LS		INC
JOINT SEALANTS	1	LS		INC
Total PAINTING			**$**	**87,475.00**
DIVISION 10A - SPECIALTIES				
FIRE PROTECTION SPECIALTIES	1	LS	$	8,211.00
FLAGPOLES	1	LS	$	44,203.00
Total SPECIALTIES			**$**	**52,414.00**
DIVISION 10B - SIGNAGE				
SIGNAGE	1	LS	$	104,225.64
Total SIGNAGE			**$**	**104,225.64**
DIVISION 10C - CANOPIES				
DECORATIVE ENTRY GATES W/ PERFORATED PANELS	1	LS	$	100,731.10
BIRDCAGE ENTRY ELEMENT	1	LS	$	67,788.62
PERFORATED SCREEN AT OBSERVATION TOWER	1	LS	$	115,822.95
POSTS AND BRACKETS FOR COUNTERTOPS AT OBSERVATION TOWER	1	LS	$	22,446.90
ALUMINUM CANOPIES	1	LS	$	129,728.70
Total CANOPIES			**$**	**436,518.27**
DIVISION 11A - EQUIPMENT				
FOOD SERVICE EQUIPMENT				NIC/NA
DUGOUT BENCHES AND BASEBALL STORAGE EQUIPMENT	1	LS	$	38,752.48
WALL PADDING	1	LS	$	288,639.00
EXTERIOR SCOREBOARDS	1	LS	$	88,305.00
NETTING	1	LS	$	1,436,495.82
WINDSCREEN	1	LS	$	73,575.00
Total EQUIPMENT			**$**	**1,925,767.30**

DIVISION 12A - FURNISHINGS					
COUNTERTOPS	1	LS		$	12,200.00
SITE FURNISHINGS (PLANTERS AND BENCHES)	1	LS		$	21,722.29
BICYCLE RACKS	1	LS		$	15,040.00
VINYL SHADES	1	LS		$	140,294.56
Total FURNISHINGS				**$**	**189,256.85**
DIVISION 13A - SWIMMING POOLS					
SWIMMING POOLS	1	LS			NIC/NA
Total SWIMMING POOLS				**$**	-
DIVISION 13B - FABRIC SHADE STRUCTURES					
FABRIC SHADE STRUCTURES	1	LS	NIC/NA		NIC/NA
Total FABRIC SHADE STRUCTURES				**$**	-
DIVISION 13C - GRANDSTANDS & BLEACHERS					
GRANDSTANDS & BLEACHERS	1	LS		$	10,703.00
Total GRANDSTANDS & BLEACHERS				**$**	**10,703.00**
DIVISION 13D - METAL BUILDING SYSTEMS					
METAL BUILDING SYSTEMS	1	LS			NIC/NA
Total METAL BUILDING SYSTEMS				**$**	-
DIVISION 13E - PRE-ENGINEERED BUILDINGS					
PRE-ENGINEERED BUILDINGS	1	LS		$	138,177.54
PRE-ENGINEERED BUILDINGS INSTALLATION	1	LS		$	63,309.00
Total PRE-ENGINEERED BUILDINGS				**$**	**201,486.54**
DIVISION 13F - FABRICATED STRUCTURES					
DUGOUTS	1	LS		$	92,891.00
Total FABRICATED STRUCTURES				**$**	**92,891.00**
DIVISION 14A - CONVEYING SYSTEMS					
ELEVATORS	1	LS			NIC/NA
Total CONVEYING SYSTEMS				**$**	-
DIVISION 21A - FIRE SUPPRESSION					
FIRE SPRINKLER					NIC/NA
Total FIRE SUPPRESSION				**$**	-
DIVISION 22A - PLUMBING					
HOSE BIBBS					INC IN 33A
Total PLUMBING				**$**	-

DIVISION 23A - HVAC					
HVAC	1	LS		$	16,880.00
COMMISSIONING OF HVAC					NIC/NA
Total HVAC				**$**	**16,880.00**
DIVISION 25A - INTEGRATED AUTOMATION					
INTEGRATED AUTOMATION					NIC/NA
Total INTEGRATED AUTOMATION				**$**	**-**
DIVISION 26A - ELECTRICAL					
ELECTRICAL	1	LS		$	1,275,686.46
LIGHTNING PROTECTION	1	LS			INC
EXTERIOR LIGHTING	1	LS			INC
MUSCO SPORTS LIGHTING					NIC/BY OWNER
INSTALL FPL PRIMARY CONDUITS	1	AL	75,000.00	$	75,000.00
Total ELECTRICAL				**$**	**1,350,686.46**
DIVISION 27A - COMMUNICATIONS					
COMMUNICATIONS	1	LS		$	152,313.54
Total COMMUNICATIONS				**$**	**152,313.54**
DIVISION 28A - ELECTRONIC SAFETY & SECURITY					
ACCESS CONTROL	1	LS		$	116,350.71
ELECTRONIC SURVEILLANCE	1	LS			INC
FIRE DETECTION & ALARM					NIC/NA
Total ELECTRONIC SAFETY & SECURITY				**$**	**116,350.71**
DIVISION 31A - EARTHWORK					
EARTHWORK	1	LS		$	769,285.50
SITE CLEARING	1	LS		$	698,014.31
ROUGH GRADING	1	LS			INC
FINISH GRADING	1	LS			INC
EXCAVATION & FILL	1	LS			INC
DEWATERING	1	AL	30,000.00	$	30,000.00
EROSION & SEDIMENTATION CONTROL	1	LS			INC
Total EARTHWORK				**$**	**1,497,299.81**
DIVISION 32A - EXTERIOR IMPROVEMENTS					
ASPHALT PAVING	1	LS		$	189,635.63
CONCRETE PAVING	1	LS		$	476,802.08
CONCRETE CURBS & GUTTERS	1	LS			INC
PARKING BUMPERS	1	LS			INC
PAVEMENT MARKINGS	1	LS			INC
RETAINING WALLS					INC IN 31A
SYNTHETIC TURF FIELD	1	LS		$	1,725,163.48
CLAY MOUNDS AND BATTERS CIRCLE	1	LS			INC
Total EXTERIOR IMPROVEMENTS				**$**	**2,391,601.19**

DIVISION 32B - LANDSCAPING/IRRIGATION					
IRRIGATION	1	LS			INC
SODDING	1	AL	25,000.00	$	25,000.00
LANDSCAPE	1	LS		$	274,258.99
Total LANDSCAPING/IRRIGATION				**$**	**299,258.99**
DIVISION 32C - FENCING					
CHAIN LINK FENCES & GATES	1	LS		$	340,148.82
DECORATIVE METAL FENCE & GATES	1	LS		$	580,567.72
Total FENCING				**$**	**920,716.54**
DIVISION 32D - PAVERS					
PRECAST CONCRETE UNIT PAVING	1	LS		$	48,585.98
Total PAVERS				**$**	**48,585.98**
DIVISION 33A - UTILITIES					
WATER UTILITIES	1	LS		$	78,509.40
FIRE UTILITIES	1	LS			INC
SANITARY SEWERAGE UTILITIES	1	LS		$	69,801.26
STORM DRAINAGE UTILITIES	1	LS		$	1,018,975.46
Total UTILITIES				**$**	**1,167,286.12**
TOTAL BUILDING AND SITEWORK				**$**	**12,850,736.01**

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DIVISION 01 - GENERAL REQUIREMENTS	$	1,568,389.00
DIVISION 02 - EXISTING CONDITIONS	$	125,000.00
DIVISION 03 - CONCRETE	$	672,031.80
DIVISION 04 - MASONRY	$	-
DIVISION 05 - METALS	$	690,999.00
DIVISION 06 - WOOD, PLASTIC & COMPOSITES	$	25,000.00
DIVISION 07 - THERMAL & MOISTURE PROTECTION	$	102,273.89
DIVISION 08 - 0PENINGS	$	58,430.68
DIVISION 09 - FINISHES	$	202,758.70
DIVISION 10 - SPECIALTIES	$	593,157.91
DIVISION 11 - EQUIPMENT	$	1,925,767.30
DIVISION 12 - FURNISHINGS	$	189,256.85
DIVISION 13 - SPECIAL CONSTRUCTION	$	305,080.54
DIVISION 21 - FIRE SUPPRESSION	$	-
DIVISION 22 - PLUMBING	$	-
DIVISION 23 - HVAC	$	16,880.00
DIVISION 25 - INTEGRATED AUTOMATION	$	-
DIVISION 26 - ELECTRICAL	$	1,350,686.46
DIVISION 27 - COMMUNICATIONS	$	152,313.54
DIVISION 28 - ELECTRONIC SAFETY & SECURITY	$	116,350.71
DIVISION 31 - EARTHWORK	$	1,497,299.81
DIVISION 32 - EXTERIOR IMPROVEMENTS	$	3,660,162.70
DIVISION 33 - UTILITIES	$	1,167,286.12
TOTAL DIRECT COSTS	**$**	**14,419,125.01**

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DIRECT COSTS			
GENERAL REQUIREMENTS		**$**	**1,568,389.00**
BUILDING AND SITEWORK		**$**	**12,850,736.01**
TOTAL DIRECT COSTS		**$**	**14,419,125.01**
CONTINGENCY			
CM CONTINGENCY	4.0%	$	576,765.01
OWNERS CONTINGENCY	3.0%	$	432,573.76
TOTAL CONTINGENCY		**$**	**1,009,338.77**
INSURANCE & BONDS			
BUILDERS RISK POLICY PREMIUM			NIC / BY OWNER
BUILDERS RISK DEDUCTIBLES			NIC / BY OWNER
OCP INSURANCE ALLOWANCE			NIC
LIABILITY AND UMBRELLA INSURANCE		$	217,415.00
PAYMENT & PERFORMANCE BONDS		$	135,530.00
TOTAL INSURANCE & BONDS		**$**	**352,945.00**
CM FEES			
CM FEE	6.0%	$	946,884.53
TOTAL CM FEES		**$**	**946,884.53**
TOTAL PROJECT DIRECT COSTS		**$**	**16,728,293.31**
INDIRECT PROJECT COSTS			
BUILDING PERMIT FEE ALLOWANCE			NIC / BY OWNER
IMPACT FEES			NIC / BY OWNER
TOTAL INDIRECT PROJECT COSTS		**$**	**-**
TOTAL PROJECT DIRECT AND INDIRECT COST		**$**	**16,728,293.31**

3.

Qualifications, Clarifications, Assumptions & Exclusions



TANDEM CONSTRUCTION

City Park-Phase 1

GMP Report

March 31, 2026

Qualifications, Clarifications, Assumptions & Exclusions

Contract Provisions

- This GMP Report has been prepared based on plans prepared by Fawley Bryant Architecture dated as per Plan Enumeration attached hereto.
- These Qualifications, Clarifications, Assumptions and Exclusions supplement the GMP Cost Breakdown and Documents and are intended to inform the Owner and the Design Team of the Construction Manager's interpretation of the scope of Work.

Scope of Estimate Inclusions

- The Construction Manager's general conditions and requirements for the construction duration of 10 months and associated closeout.
- Estimate includes the following scopes of work:

  1. All selective site demolition, site preparation, utilities, roadways, parking lots, lighting, landscape, and hardscape improvements.
  2. Construction of a new synthetic turf baseball field with natural mound and batter's circle. Includes fencing, wall padding, foul poles, batter's eye, and Musco sports lighting. Vertical construction includes a new observation tower and 2-lane batting tunnel, along with (2) dugouts and (9) aluminum shade structures. Covered entry monument and decorative site fencing are included, along with new chain link and decorative perimeter site fencing.
- Addenda #1 and #2 are included in the scope of this GMP proposal, as well as GMP RFI's #1-34.

  GMP does not include time or costs for work due to permit plan review comments.
- GMP Proposal is based on a NTP on 4/9/26.

Division 01 - General Requirements

- Impact fees are not included.
- Meters and meter fees are not included.
- Costs for temporary water and power usage are not included and by owner.
- Builder’s Risk Insurance coverage is not included. The Builder’s Risk Insurance Policy shall be provided by the Owner. The policy shall list Tandem Construction as additional insured and the Owner shall provide for a waiver of subrogation to Tandem Construction, and subcontractors, for any claim that would have been otherwise covered by a standard Builder’s Risk Policy that occurs during construction.
- Payment and Performance Bond is included.
- CM Fee is included as a lump sum value and will be billed as % of work complete through project completion.
- Should an additive change order be issued on the project, the CM Fee and General Conditions shall be increased proportionate to their percentage of the cost of the change order.
- Liability and Umbrella Insurance included in the GMP Estimate will be billed as a lump sum value with the first application for payment.
- Retainage shall not be held on Div. 01 General Conditions, Insurance, Bonds, and Fee.
- Construction Manager will utilize areas of the overall site for Material staging, Subcontractor Parking, and conveyance.

Division 02 - Existing Conditions

- Removal of overhead pole, pad mount transformer, and underground Primary conduits are not included in this GMP and to be performed by FPL.
- Selective demolition of any vertical structures and buildings is not indicated or included.
- An allowance of $50,000 is included for material testing.

Division 03 - Concrete

- 4" concrete slab with 8"x8" mono thickened edge and (10) 36" sq. pads included for (2) dugouts.
- (2) 6'x6'x2' foundations w#5@12" T&BEW included at (9) aluminum shade structures.
- (1) 4'6"x3'6" foundation w 10#5 T&B trans #5 @16" T&B included at (1) parking gate.
- (4) bollards included.
- Precast caps included as indicated on 1-A3.4A/2 & 3.

Division 04 - Masonry

- CMU is included as shown at decorative site walls, observation tower, and batting tunnel.

Division 05 - Metals

- The aluminum perforated screen is included at the Observation Tower as perforated panels within a perimeter channel, 1/8" thick with 1" round holes on a 1-1/4" staggered center pattern. Standard color powder-coat finish included.
- Perforated panel entry gates are included with perforation pattern to match Observation Tower.

Division 06 - Wood, Plastic & Composites

- An allowance of $25,000 has been included for rough carpentry.

Division 07 - Thermal & Moisture Protection

- Roofing single ply membrane included as Fibertite 45 mil DM.
- 22 gauge hat channel and Petersen Aluminum 850 aluminum soffit is included at underside of entry canopy in manufacturer standard color.
- Tremco traffic coating has been included at observation tower deck and stairs.

Division 08 - Openings

- (1) hollow metal door 3'0" x 7'0" with 99NL exit device is included at observation tower.
- Glass railing is included at observation tower as 42" tall with bottom shoe, 9/16" clear laminated glass, and 2" round glass cap.

Division 09 - Finishes

- There is no drywall or non-structural metal framing indicated or included.
- There are no ACT ceilings indicated or included.
- Sto Granite finish is included as indicated at monument wall.
- Painting of primary structural steel (no purlins) is included at PEMB.

Division 10 - Specialties

- Counter top supports included as Aluminum.
- Dugouts are included as Kynar painted aluminum from Peachtree Protective Covers.
- Shade structures are included as 20'x10' "Y" bent walkway covers with 3" metal deck, 10"x6" beams, 10"x6" columns, and 10" fascia with 2-coat Kynar finish from Peachtree standard colors.
- Flag poles are included as (1x) Eder Model ECH25 w/ 6" gold ball and, (1x) Eder ECX20 w/ 5" gold ornament cone.
- Lettering for monument wall included as 1" thick x 18" tall aluminum painted black.
- Lettering for entry structure included as 3" thick and 36" tall painted aluminum channel.
- (3) wayfinding monument signs are included as indicated.

Division 11 - Equipment

- Shear pins and/or winches are not included with netting.
- Netting poles are included as hot-dipped galvanized. Assumed at 16" diameter and Schedule 40, pending final engineering.
- Engineering and concrete foundations are included for barrier net poles based on previous projects, pending delegated engineering for final design.
- Wall pads are included where shown on perimeter of baseball field as 3" foam with 18 oz. vinyl on plywood back boards.
- Dugout benches are included as National Recreation BE-DG01200, BE-DGS01500 and BE-DG00800.
- Bat/Helmet storage units for dugouts are included as Dugout King BHR-DK.
- Foul poles are included.
- Baseball equipment such as "L" screens, portable mounds, pitching machines, portable hitting mats, portable cages, etc. are not included and to be provided by owner/operator unless otherwise noted.
- Scoreboard is included as Daktronics BA-1518 8'hx16'w with TI-2019 timing display.

Division 12 - Furnishings

- Trash and litter receptacles are not included.
- Magnatrack shades at batting tunnel included as motorized.
- Concrete benches are included as Barco BN-187 (x6).
- Precast planters are included as Empire Bello 36".

Division 13 - Special Construction

- Pre-engineered metal building is included with 24 gauge SurLok roof panel and 24 gauge PBR wall panels.
- Liner ceiling panels on PEMB are not indicated or included.
- Fabric shade structures are not included and to be replaced with aluminum canopy per Div. 10 clarification.
- Spectator bleachers are included (x2) as GT Grandstands LU-0327AS-TR.

Division 14 - Conveying Systems

- NIC / NA

Division 21 - Fire Suppression

- Fire sprinkler systems not indicated or included.

Division 22 - Plumbing

- Hose bibb at batting tunnel included by site contractor.

Division 23- HVAC

- No air conditioning is indicated or included. Ventilation only is included with EF and louver.

Division 25 - Integrated Automation

- Integrated automation not indicated or included.

Division 26 - Electrical

- Musco Sports Lighting not included. Provided by Owner. Tandem will coordinate electrical service to poles and connections.
- Lightning protection included at Observation Tower and Batting Tunnel.
- An allowance of $75,000 has been included to install the FPL primary conduit, pending final design from FPL.

Division 27 - Communications

- Low voltage systems are included as shown. Per the matrix on sheet E0.0, the baseball camera system is conduit only as the cabling, devices, and equipment are operator furnished and operator installed.
- TV's, and WAP's are operator furnished and contractor installed.
- Network switches, servers, telephones, rack-mounted UPS are to be provided by owner/operator.

Division 28 - Electronic Safety & Security

- Access Control, Video and Intercom systems included per scope provided by CGL Technologies of PA dated March 22, 2026. Concessions (Phase II) not included.

Division 31 - Sitework

- An allowance of $30,000 has been included for supplemental dewatering.

Division 32 - Exterior Improvements

- The synthetic turf field is included as the specified system with Brock SP14 pad, Brockfill, and Shaw B1K turf. Alternates have been provided for the other available turf systems.
- Natural pitching mound, home plate circle, and mound in batting tunnel are included.
- Shaw Elevate 45 non-infill turf is included in the batter's tunnel, but subject to change pending selection of an alternative turf system for the playing field.
- Black, white, bronze or green color selections included for aluminum picket fencing.
- Sidewalks and pedestrian concrete are included as 4" thick standard grey concrete without stamping/staining.
- An allowance of $25,000 has been included for sodding/restoration.
- Pavers are included to match appearance of existing LECOM park pavers.
- Enhanced landscape design is included.

Division 33 - Utilities

- Installation of some larger stormwater piping will impact the existing Fleet Services property on west boundary and north along 13th Ave.

Division 34 - Transportation

- MOT is included as needed for work in Right-of-Way.

ITEMS NOT INCLUDED OTHER THAN THOSE MENTIONED ABOVE:

- Architect/Engineer Fees
- Hazardous Material Survey/Abatement
- Equipment Not Specifically Noted Above
- Impact Fees
- Permit Fees
- Davis Bacon Wages, Certified Payroll, and Other Impacts of Potential Federal Funding or Other Sources on the Project
- Public Art or Contributions to Public Art Funds
- LEED/Green Building
- FPL Fees

END OF QUALIFICATIONS, CLARIFICATIONS, ASSUMPTIONS & EXCLUSIONS

4.
Allowances



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Allowances

The Legend below indicates the designation included in each stated Divisional Allowance:

CODE	DESIGNATION
M	Material (including applicable taxes)
L	Labor (including insurance)
E	Equipment
H	Handling and Delivery Charges
S	Sales Tax

NUMBER	DESCRIPTION	CODE		EXTENDED COST
1	Material Testing	**MLEHS**	$	50,000.00
2	Rough Carpentry	**MLEHS**	$	25,000.00
3	FPL Conduit Installation	**MLEHS**	$	75,000.00
4	Dewatering	**MLEHS**	$	30,000.00
5	Sodding/Restoration	**MLEHS**	$	25,000.00

END OF ALLOWANCES

5.
Alternates



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Alternates

ALT #	DESCRIPTION	ADD / DEDUCT		EST VALUE	ACCEPTED (Y/N)	DATE
	ALTERNATES 1-3 CAN NOT BE COMBINED					
ALT #1	SHAW SYSTEM: SCHMITZ PAD W/ SAFESHELL AND GEOSHELL ILO BROCK SP14 PAD AND BROCK FILL	ADD	$	49,287.75		
ALT #2	ASTROTURF SYSTEM: ASTROTURF RBI AND PGPN ILO SHAW B1K AND SHAW ELEVATE 45	ADD	$	114,901.68		
ALT #3	TENCATE PIVOT SYSTEM: TENCATE PIVOT TURF ILO SHAW B1K AND SHAW ELEVATE 45	ADD	$	199,911.59		
ALT #4	NETTING PROVIDER CHANGE	DEDUCT	$	(253,318.87)		
ALT #5	PROVIDE IRONWORLD MANUFACTURING ALUMINUM FENCING AND GATES IN LIEU OF AMERISTAR	DEDUCT	$	(175,551.09)		
	ALTERNATES 6 & 7 CAN NOT BE COMBINED					
ALT #6	PROVIDE AMERISTAR 8'H x 24'w ALUMINUM CANTILEVER GATES IN LIEU OF TYMETAL TELESCOPIC GATE. **DESIGN RECONFIGURATION REQUIRED.**	DEDUCT	$	(186,807.99)		
ALT #7	PROVIDE IRONWORLD MANUFACTURING 8'H X 24'W ALUMINUM CANTILEVER GATES IN LIEU OF TYMETAL TELESCOPIC GATES. **DESIGN RECONFIGURATION REQUIRED**.	DEDUCT	$	(194,040.79)		

6.
Plans and Specs Enumeration



TANDEM CONSTRUCTION

City of Bradenton City Park - Phase I

March 31, 2026

PLANS ENUMERATION

Sheet Number & Title	Issue Date	Revision Date	Revision Date
CIVIL & LANDSCAPING			
C-01 COVER	2/9/26	2/25/26	
C-02 GENERAL NOTES	2/9/26	2/25/26	
C-03 TOPOGRAPHIC SURVEY	12/19/25		
C-04 SPECIFIC PROPOSE SURVEY	12/19/25		
C-05 EXISTING CONDITIONS/DEMOLITION PLAN	2/9/26	2/25/26	3/13/2026
C-06 BEST MANAGEMENT PRACTICES	2/9/26	2/25/26	3/13/2026
C-07 BEST MANAGEMENT PRACTICES NOTES	2/9/26	2/25/26	
C-08 AERIAL SITE PLAN - PHASE 1	2/9/26	2/25/26	
C-09 OVERALL SITE PLAN - FULL BUILDOUT	2/9/26	2/25/26	
C-10 FINAL SITE PLAN	2/9/26	2/25/26	3/13/2026
C-11 GRADING PLAN	2/9/26	2/25/26	
C-12 DRAINAGE PLAN	2/9/26	2/25/26	3/13/2026
C-13 CROSS SECTIONS	2/9/26	2/25/26	
C-14 CROSS SECTIONS	2/9/26	2/25/26	
C-15 WATER & SEWER PLAN	2/9/26	2/25/26	
C-16 PLAN & PROFILE	2/9/26	2/25/26	
C-17 PLAN & PROFILE	2/9/26	2/25/26	
C-18 DRAINAGE DETAILS	2/9/26	2/25/26	
C-19 DRAINAGE DETAILS	2/9/26	2/25/26	
C-20 ROADWAY DETAILS	2/9/26	2/25/26	
C-21 ROADWAY DETAILS	2/9/26	2/25/26	
C-22 WATER DETAILS	2/9/26	2/25/26	
C-23 SANITARY DETAILS	2/9/26	2/25/26	
C-24 VEHICLE TRACKING	2/9/26	2/25/26	
LS-01 PERMIT PLANTING PLAN	10/31/25	2/25/26	3/13/2026
LS-02 PERMIT PLANTING CALCULATIONS	10/31/25	2/25/26	3/13/2026
LS-03 PERMIT PLANTING NOTES	10/31/25	2/25/26	3/13/2026
LS-04 PERMIT PLANTING DETAILS	10/31/25	2/25/26	3/13/2026
ENHANCED LANDSCAPING (not Listed on 1-A0.0)			
ENH LS-01 ENHANCED PLANTING PLAN	2/9/26	2/25/26	
ENH LS-02 ENHANCED PLANTING NOTES	2/9/26	2/25/26	
ENH LS-03 ENHANCED PLANTING DETAILS	2/9/26	2/25/26	
ENH-LS-04 ENHANCED LIGHTING PLAN	2/9/26	2/25/26	
ENH-LS-05 ENHANCED LIGHTING SPECIFICATIONS	2/9/26	2/25/26	
VISITOR'S BATTING TUNNEL			
ARCHITECTURAL			
1-A0.0 COVER	2/9/26	2/25/26	3/13/2026
1-A0.1 ABBREVIATIONS, NOTES & SYMBOLS	2/9/26		
1-A1.1 ARCHITECTURAL SITE PLAN	2/9/26		
1-A2.0 CODE ANALYSIS AND LIFE SAFETY PLAN	2/9/26	3/13/26	
1-A3.1 DIMENSIONS, NOTES, TAGS - SLAB - FURNITURE & EQUIPMENT PLANS	2/9/26	3/13/26	
1-A3.3 REFLECTED CEILING PLAN & ROOF PLAN	2/9/26	2/25/26	
1-A5.1 EXTERIOR ELEVATIONS & BUILDING SECTIONS	2/9/26	2/25/26	3/13/2026
1-A5.2 EXTERIOR PAINT ELEVATIONS	2/9/26	2/25/26	3/13/2026
1-A6.2 WALL SECTIONS & DETAILS	2/11/26	3/13/26	
1-A7.1 WALL TYPES, DOOR, DETAILS, SCHEDULES & ELEVATIONS	2/11/26	3/13/26	
STRUCTURAL			
S-001 COVER SHEET	2/9/26		
	2/9/26		
S-003 STRUCTURAL LEGEND AND ABBREVIATIONS	2/9/26		
S-004 WIND DESIGN DATA	2/9/26		

TANDEM CONSTRUCTION

PLANS ENUMERATION

Sheet Number & Title	Issue Date	Revision Date	Revision Date
S-101 FOUNDATION PLAN	2/9/26		
S-200 SECTIONS & TYPICAL DETAILS	2/9/26		
MECHANICAL			
M0.0 MECHANICAL SYMBOLS LEGEND	2/9/26		
M2.1 MECHANICAL FIRST FLOOR PLAN	2/9/26	2/25/26	
M3.1 MECHANICAL DETAILS	2/9/26	2/25/26	
M4.1 MECHANICAL SCHEDULES	2/9/26	2/25/26	
ELECTRICAL			
E0.0 ELECTRICAL LEGEND	2/9/26		
E0.1 LUMINARE SCHEDULE	2/9/26		
E2.1 LIGHTING FIRST FLOOR PLAN	2/9/26		
E3.1 POWER FIRST FLOOR PLAN	2/9/26	2/25/26	
E4.1 ELECTRICAL SYSTEMS FIRST FLOOR PLAN	2/9/26		
E5.1 ELECTRICAL DETAILS	2/9/26		
E5.2 ELECTRICAL DETAILS	2/9/26		
E5.3 ELECTRICAL DETAILS	2/9/26		
E5.4 ELECTRICAL DETAILS	2/9/26		
E6.1 SINGLE LINE	2/9/26		
E7.2 PANEL SCHEDULES	2/9/26	2/25/26	
PHASE 1			
PLAYING FIELD			
PF-1.1 LAYOUT & MATERIALS PLAN - PHASE I	2/9/26	2/25/26	
PF-2.1 GRADING PLAN - PHASE I	2/9/26		
PF-3.1 SUBDRAINAGE PLAN - PHASE I	2/9/26	3/13/26	
PF-4.1 IRRIGATION PLAN - PHASE I	2/9/26		
PF-5.1 PLAYING FIELD DETAILS	2/9/26	2/25/26	
PF-5.2 PLAYING FIELD DETAILS	2/9/26		
PF-5.3 PLAYING FIELD DETAILS	2/9/26	2/25/26	3/13/2026
PF-5.4 PLAYING FIELD DETAILS	2/9/26		
PF-5.5 PLAYING FIELD SUBDRAINAGE DETAILS	2/9/26		
PF-6.1 PLAYING FIELD CUTSHEETS	2/9/26	2/25/26	
ARCHITECTURAL			
1-A0.0 PHASE I COVER	2/9/26	2/25/26	3/13/2026
1-A0.1 ABBREVIATIONS, NOTES & SYMBOLS	2/9/26		
1-A1.1.A PHASE I ENLARGED DEMOLITION SITE PLAN	2/9/26		
1-A1.1.B PHASE I ENLARGED DEMOLITION SITE PLAN	2/9/26		
1-A1.2 ARCHITECTURAL SITE PLAN	2/9/26		3/13/2026
1-A1.2.A PHASE I ENLARGED ARCHITECTURAL SITE PLAN	2/9/26	2/25/26	3/13/2026
1-A1.2.B PHASE I ENLARGED ARCHITECTURAL SITE PLAN	2/9/26		
1-A2.0 PHASE I CODE ANALYSIS, LIFE SAFETY PLANS	2/9/26	2/25/26	
1-A3.1 FIELD 3 DIMENSION AND TAGS PLAN	2/9/26	2/25/26	3/13/2026
1-A3.2 PHASE 1 HARDSCAPE DIMENSION PLAN	2/9/26	2/25/26	3/13/2026
1-A3.3 SIGNAGE AND WAYFINDING PLAN	2/9/26		3/13/2026
1-A3.4 ENTRY PLAZA PLANS, ELEVATIONS & DETAILS	2/9/26	2/25/26	3/13/2026
1-A3.4A SIGNAGE AND SHADE STRUCTURE DETAILS	3/13/26		
1-A3.5 NORTHWEST MONUMENT SIGN PLANS, ELEVATIONS AND DETAILS	2/9/26	3/13/26	
1-A3.6 BATTERS EYE PLANS, ELEVATIONS AND DETAILS	2/9/26	2/25/26	3/13/2026
1-A3.7 OBSERVATION TOWER PLANS	2/9/26	2/25/26	3/13/2026
1-A3.8 DUGOUT PLANS, ELEVATIONS AND DETAILS	2/9/26	2/25/26	3/13/2026
1-A5.1 FIELD FENCING ELEVATIONS	2/9/26	2/25/26	3/13/2026
1-A5.2 FIELD FENCING ELEVATIONS	2/9/26	2/25/26	3/13/2026
1-A5.3 ALUMINUM FENCING ELEVATIONS	2/9/26	2/25/26	3/13/2026
1-A5.4 ALUMINUM FENCING ELEVATIONS	2/9/26	2/25/26	3/13/2026

PLANS ENUMERATION

Sheet Number & Title	Issue Date	Revision Date	Revision Date
1-A5.5 OBSERVATION TOWER ELEVATIONS AND SECTIONS	2/9/26	2/25/26	3/13/2026
1-A5.6 OBSERVATION TOWER ELEVATIONS AND SECTIONS	2/9/26		
1-A6.1 ENTRY GATE SECTIONS	2/9/26	2/25/26	3/13/2026
1-A6.2 DETAILS	2/9/26	2/25/26	
STRUCTURAL			
S-001 COVER SHEET	2/9/26		
S-002 GENERAL NOTES BATTERS EYE, SITE WALLS & PARKING	2/9/26		
S-003 GENERAL NOTES OBSERVATION TOWER & ENTRY GATE	2/9/26		
S-004 STRUCTURAL LEGEND AND ABBREVIATIONS	2/9/26		
S-021 LOADING DIAGRAMS-WIND OBSERVATION TOWER	2/9/26		
S-022 ENTRY GATE WIND LOADING DIAGRAM	2/9/26		
S-101 BATTERS EYE FOUNDATION PLAN	2/9/26	3/13/26	
S-102 SITE WALL FOUNDATION PLAN	2/9/26	3/13/26	
S-103 PARKING FOUNDATION PLAN	2/9/26	3/13/26	
S-104 OBSERVATION DECK (TOWER) FOUNDATION PLAN	2/9/26	2/25/26	
S-105 ENTRY GATE FOUNDATION PLAN	2/9/26		
S-111 OBSERVATION DECK (TOWER) LEVEL 2 FRAMING PLAN	2/9/26	2/25/26	
S-112 OBSERVATION DECK (TOWER) ROOF FRAMING PLAN	2/9/26		
S-113 ENTRY GATE ROOF FRAMING PLAN	2/9/26	2/25/26	
S-121 OBSERVATION TOWER STEEL FRAME ELEVATIONS	2/9/26		
S-200 SECTIONS & TYPICAL DETAILS	2/9/26		
S-201 FOUNDATION SECTIONS AND TYPICAL DETAILS 1	2/9/26		
S-202 FOUNDATION SECTIONS AND DETAILS	2/9/26		
S-203 FOUNDATION SECTIONS AND DETAILS 2	2/9/26		
S-301 FRAMING SECTIONS AND DETAILS	2/9/26	2/25/26	
S-302 FRAMING SECTIONS AND DETAILS 2	2/9/26		
MECHANICAL			
M0.0 MECHANICAL GENERAL SHEET	2/9/26		
1-M1.2 PHASE I MECHANICAL OBSERVATION DECK LOWER LEVEL	2/9/26		
ELECTRICAL			
E0.0 ELECTRICAL LEGEND	2/9/26		
E0.1 LUMINARE SCHEDULE	2/9/26	3/13/26	
1-E1.1 PHASE I LIGHTING SITE PLAN	2/9/26	3/13/26	
1-E1.1A PHASE I LIGHTING PHOTOMETRIC SITE PLAN (also incl w/Civil & LS drawings)	2/9/26	3/13/26	
1-E1.2 PHASE I POWER SITE PLAN	2/9/26	3/13/26	
1-E1.3 PHASE I SYSTEMS SITE PLAN	2/9/26	3/13/26	
1-E1.4 PHASE 1 LANDSCAPE LIGHTING CIRCUITING PLAN	3/13/26		
E5.1 ELECTRICAL DETAILS	2/9/26		
E5.2 ELECTRICAL DETAILS	2/9/26		
E5.3 ELECTRICAL DETAILS	2/9/26		
E5.4 ELECTRICAL DETAILS (also incl w/Civil & LS drawings)	2/9/26		
E5.5 ELECTRICAL DETAILS	2/9/26		
E5.6 ELECTRICAL DETAILS (also incl w/Civil & LS drawings)	2/9/26		
E5.7 ELECTRICAL DETAILS	2/9/26		
E6.1 SINGLE LINE	2/9/26		
E7.1 PANEL SCHEDULES	2/9/26	3/13/26	
LOW VOLTAGE & SECURITY			
SEC-000 LEGEND SHEET	2/1/26		
SEC-100 SITE LAYOUT	2/1/26		
SEC-101 BATTING TUNNEL	2/1/26		
SEC-102 CONCESSIONS	10/21/25		
SEC-500 TYPICAL INSTALLATION DETAIL	10/16/25		

TANDEM CONSTRUCTION

PLANS ENUMERATION

Sheet Number & Title	Issue Date	Revision Date	Revision Date
MUSCO LIGHTING			
PROJECT SUMMARY	8/22/25		
ILLUMINATION SUMMARY - BASEBALL	8/22/25		
ILLUMINATION SUMMARY - WALKWAY	8/22/25		
ILLUMINATION SUMMARY - BATTING CAGE	8/22/25		
ILLUMINATION SUMMARY - SPILL @ 3FT	8/22/25		
ILLUMINATION SUMMARY - SPILL @ 5FT	8/22/25		
ILLUMINATION SUMMARY - SPILL @ 5FT	8/22/25		
EQUIPMENT LAYOUT	8/22/25		

END OF PLANS ENUMERATION

TANDEM CONSTRUCTION

City of Bradenton City Park - Phase I

March 31, 2026

SPECIFICATIONS ENUMERATION

Division/Section Number & Title	Issue Date	Revision Date
Division 00 – Procurement and Contracting Requirements		
Cover Sheet	1/30/26	
000110 Table of Contents	1/30/26	
Division 01 – General Requirements		
011000 Summary	1/30/26	
012500 Substitution Procedures	1/30/26	
012600 Contract Modification Procedures	1/30/26	
012900 Payment Procedures	1/30/26	
013100 Project Management and Coordination	1/30/26	
013200 Construction Progress Documentation	1/30/26	
013300 Submittal Procedures	1/30/26	
014000 Quality Requirements	1/30/26	
014200 References	1/30/26	
015000 Temporary Facilities and Controls	1/30/26	
016000 Product Requirements	1/30/26	
017300 Execution	1/30/26	
017329 Cutting and Patching	1/30/26	
017419 Construction Waste Management and Disposal	1/30/26	
017700 Closeout Procedures	1/30/26	
017823 Operation and Maintenance Data	1/30/26	
017839 Project Record Documents	1/30/26	
017900 Demonstration and Training	1/30/26	
Division 02 - Demolition		
024000 Demolition and Structure Moving	1/30/26	
024119 Selective Demolition	1/30/26	
025000 Remediation	2/9/26	
Division 03 – Concrete		
030530 Precast Concrete Structures	2/9/26	
030580 Under-Slab Vapor Barrier	1/30/26	
031100 Concrete Forming	2/9/26	
032000 Concrete Reinforcing	2/9/26	
033001 Cast-In-Place Concrete – Site	2/9/26	
033500 Concrete Finishing	2/9/26	
033900 Concrete Curing	2/9/26	
035100 General Concrete	2/9/26	
Division 05 – Metals		
055000 Metal Fabrications	1/30/26	
Division 07 – Thermal and Moisture Protection		
079200 Joint Sealants	1/30/26	

TANDEM CONSTRUCTION

City of Bradenton City Park - Phase I

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SPECIFICATIONS ENUMERATION

Division/Section Number & Title	Issue Date	Revision Date
Division 08 – Openings		
081113 Hollow Metal Doors and Frames	1/30/26	
089000 Louvers and Vents	1/30/26	
Division 09 – Finishes		
092400 Cement Plastering (Stucco)	1/30/26	
096513 Resilient Base and Accessories	10/30/25	
099113 Exterior Painting	1/30/26	
Division 10 – Specialties		
104416 Fire Extinguishers	1/30/26	
Division 11- Equipment		
116500 Sports Netting Systems	1/30/26	
Division 13 – Special Construction		
133419 Metal Building Systems	1/30/26	
Division 23 – Heating, Ventilating and Air Conditioning		
230500 Common Work Results For Hvac	10/30/25	
230513 Common Motor Requirements	10/30/25	
230529 Hangers And Supports For Hvac	10/30/25	
230548 Vibration and Wind Restraint Controls for HVAC Piping and Equipment	10/30/25	
230553 Identification Hvac	10/30/25	
230593 Testing, Adjusting, And Balancing	10/30/25	
233113 Metal Ducts	10/30/25	
233300 Air Duct Accessories	10/30/25	
233423 Hvac Power Ventilators	10/30/25	
233713 Diffusers, Registers, And Grilles	10/30/25	
233723 HVAC Gravity Ventilators	10/30/25	
Division 26 – Electrical		
260500 Common Work Results for Electrical	10/30/25	
260510 Electrical Demolition for Remodeling	10/30/25	
260519 Low-voltage Electrical Power Conductors And Cables	10/30/25	
260526 Grounding And Bonding For Electrical Systems	10/30/25	
260529 Hangers And Supports For Electrical Systems	10/30/25	
260533 Raceways And Boxes For Electrical Systems	10/30/25	
260553 Identification For Electrical Systems	10/30/25	
260923 Lighting Control Devices	10/30/25	
262200 Low-voltage Transformers	10/30/25	
262416 Panelboards	10/30/25	
262726 Wiring Devices	10/30/25	
262813 Fuses	10/30/25	
262816 Enclosed Switches And Circuit Breakers	10/30/25	
262913 Enclosed Controllers	10/30/25	

City of Bradenton City Park - Phase I

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SPECIFICATIONS ENUMERATION

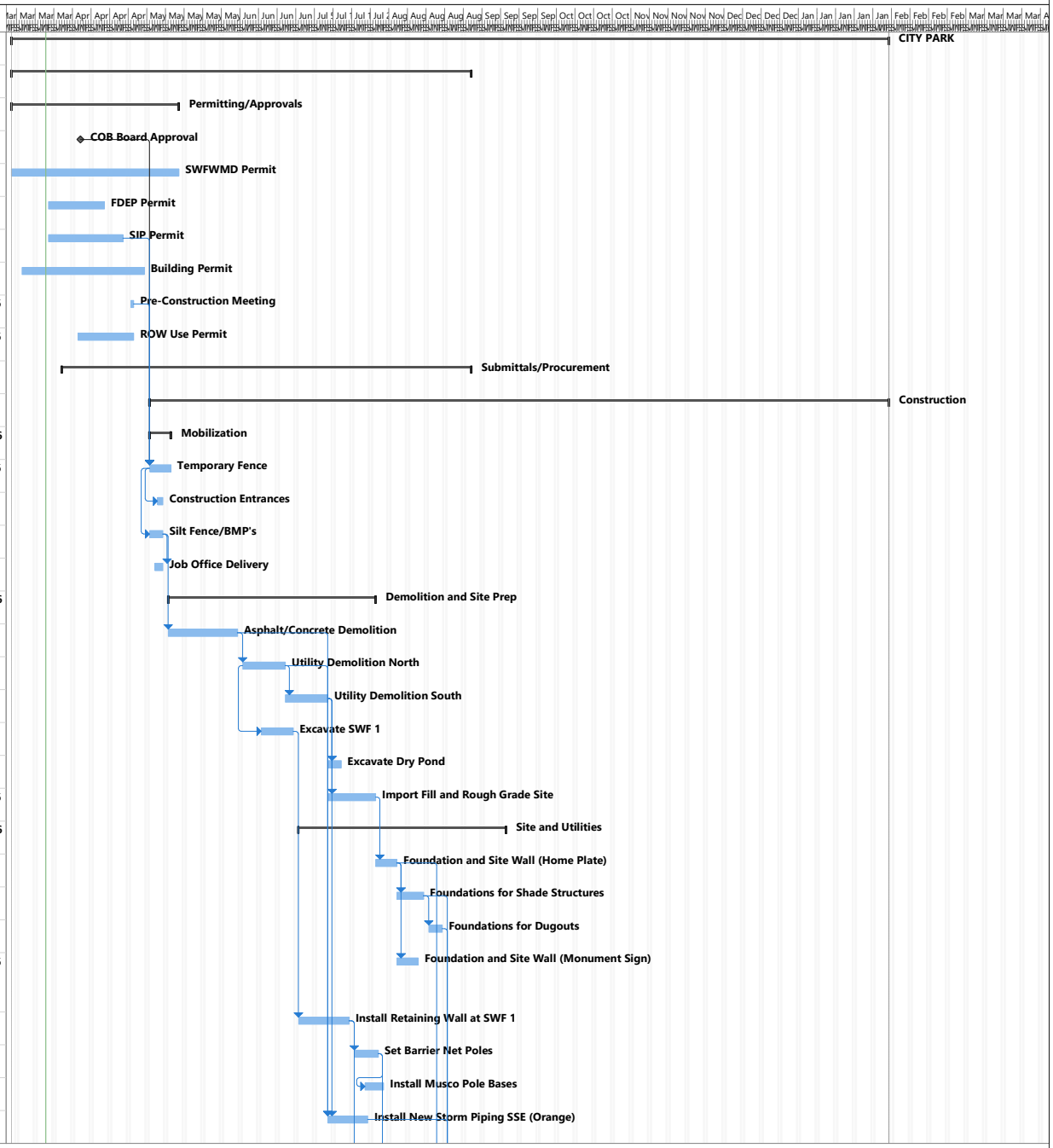
Division/Section Number & Title	Issue Date	Revision Date
264113 Lightning Protection for Structures	10/30/25	
264313 Surge Protective Devices (SPDs)	10/30/25	
264323 Surge Protective Devices (SPDs) for Data and Electronic Equipment	10/30/25	
265100 Interior Lighting	10/30/25	
265600 Exterior Lighting	10/30/25	
265668 Exterior Athletic Lighting	10/30/25	
Division 27 – Communications		
270500 Common Work Results For Communication Systems	10/30/25	
271100 Communications Equipment Room Fittings	10/30/25	
271500 Communications Cabling	10/30/25	
274100 Baseball Field Audio System	10/30/25	
Division 31 – Earthwork		
310000 Earthwork	2/9/26	
312000 Earth Moving	2/9/26	
313000 Earthwork Methods	2/9/26	
313116 Termite Control	1/30/26	
Division 32 – Exterior Improvements		
320000 Exterior Improvements	2/9/26	
321100 Base Courses	2/9/26	
321313 Concrete Paving	2/9/26	
321713 Parking Bumpers	2/9/26	
321723 Pavement Markings	2/9/26	
321823.04 Natural Grass Playing Field Material Mixes	1/30/26	
321823.10 Infilled Synthetic Turf Playing Field System	2/9/26	2/25/26
323100 Gates and Fencing	1/30/26	
323113 Fences and Gates	2/9/26	
328400 Irrigation	2/9/26	
329000 Planting	2/9/26	
Division 33 – Utilities		
330000 Utilities	2/9/26	
331000 Water Utilities	2/9/26	
333000 Sanitary Sewerage Utilities	2/9/26	
334000 Storm Drainage Utilities	2/9/26	
Public Works & Utilieis Infrastructurs Specifications	JAN 2017	

END OF SPECIFICATIONS ENUMERATION

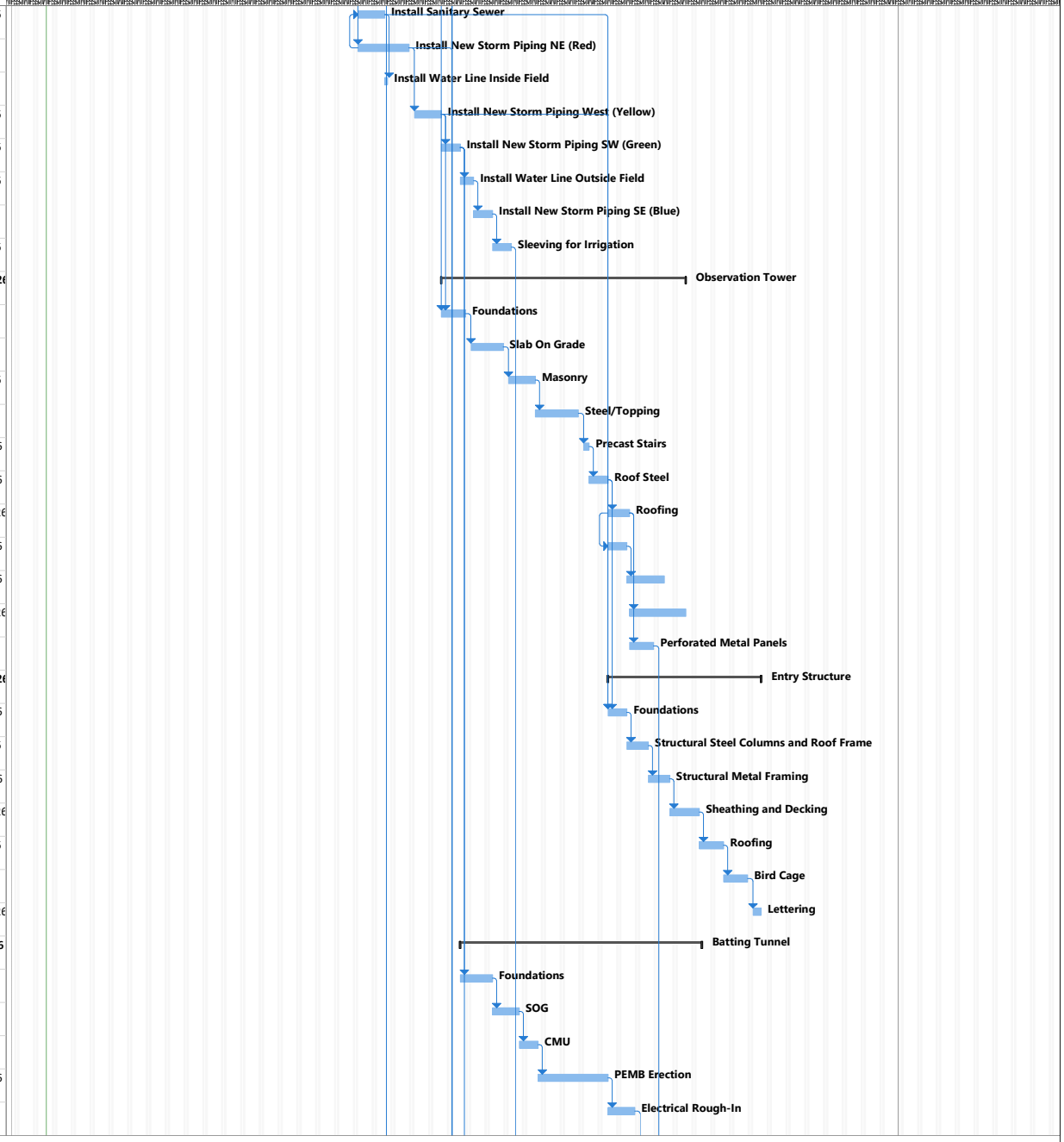
7.
Project Schedule



ID	Task Mode	Task Name	Duration	Start	Finish
1		**CITY PARK**	**236 days**	**Fri 3/13/26**	**Fri 2/5/27**
2		**Pre-Construction**	**123 days**	**Fri 3/13/26**	**Tue 9/1/26**
3		**Permitting/Approvals**	**45 days**	**Fri 3/13/26**	**Thu 5/14/26**
4		COB Board Approval	0 days	Wed 4/8/26	Wed 4/8/26
5		SWFWMD Permit	45 days	Fri 3/13/26	Thu 5/14/26
6		FDEP Permit	15 days	Fri 3/27/26	Thu 4/16/26
7		SIP Permit	20 days	Fri 3/27/26	Thu 4/23/26
8		Building Permit	34 days	Tue 3/17/26	Fri 5/1/26
9		Pre-Construction Meeting	1 day	Mon 4/27/26	Mon 4/27/26
10		ROW Use Permit	15 days	Tue 4/7/26	Mon 4/27/26
11		**Submittals/Procurement**	**110 days**	**Wed 4/1/26**	**Tue 9/1/26**
82		**Construction**	**200 days**	**Mon 5/4/26**	**Fri 2/5/27**
83		**Mobilization**	**6 days**	**Mon 5/4/26**	**Mon 5/11/26**
84		Temporary Fence	6 days	Mon 5/4/26	Mon 5/11/26
85		Construction Entrances	2 days	Thu 5/7/26	Fri 5/8/26
86		Silt Fence/BMP's	5 days	Mon 5/4/26	Fri 5/8/26
87		Job Office Delivery	3 days	Wed 5/6/26	Fri 5/8/26
88		**Demolition and Site Prep**	**56 days**	**Mon 5/11/26**	**Mon 7/27/26**
89		Asphalt/Concrete Demolition	20 days	Mon 5/11/26	Fri 6/5/26
90		Utility Demolition North	12 days	Mon 6/8/26	Tue 6/23/26
91		Utility Demolition South	12 days	Wed 6/24/26	Thu 7/9/26
92		Excavate SWF 1	10 days	Mon 6/15/26	Fri 6/26/26
93		Excavate Dry Pond	3 days	Fri 7/10/26	Tue 7/14/26
94		Import Fill and Rough Grade Site	12 days	Fri 7/10/26	Mon 7/27/26
95		**Site and Utilities**	**56 days**	**Mon 6/29/26**	**Mon 9/14/26**
96		Foundation and Site Wall (Home Plate)	6 days	Tue 7/28/26	Tue 8/4/26
97		Foundations for Shade Structures	8 days	Wed 8/5/26	Fri 8/14/26
98		Foundations for Dugouts	5 days	Mon 8/17/26	Fri 8/21/26
99		Foundation and Site Wall (Monument Sign)	6 days	Wed 8/5/26	Wed 8/12/26
100		Install Retaining Wall at SWF 1	15 days	Mon 6/29/26	Fri 7/17/26
101		Set Barrier Net Poles	7 days	Mon 7/20/26	Tue 7/28/26
102		Install Musco Pole Bases	5 days	Fri 7/24/26	Thu 7/30/26
103		Install New Storm Piping SSE (Orange)	11 days	Fri 7/10/26	Fri 7/24/26



ID	Task Mode	Task Name	Duration	Start	Finish
104		Install Sanitary Sewer	8 days	Mon 7/20/26	Wed 7/29/26
105		Install New Storm Piping NE (Red)	15 days	Mon 7/20/26	Fri 8/7/26
106		Install Water Line Inside Field	1 day	Thu 7/30/26	Thu 7/30/26
107		Install New Storm Piping West (Yellow)	8 days	Mon 8/10/26	Wed 8/19/26
108		Install New Storm Piping SW (Green)	5 days	Thu 8/20/26	Wed 8/26/26
109		Install Water Line Outside Field	3 days	Thu 8/27/26	Mon 8/31/26
110		Install New Storm Piping SE (Blue)	5 days	Tue 9/1/26	Mon 9/7/26
111		Sleeving for Irrigation	5 days	Tue 9/8/26	Mon 9/14/26
112		**Observation Tower**	**65 days**	**Thu 8/20/26**	**Wed 11/18/26**
113		Foundations	7 days	Thu 8/20/26	Fri 8/28/26
114		Slab On Grade	10 days	Mon 8/31/26	Fri 9/11/26
115		Masonry	8 days	Mon 9/14/26	Wed 9/23/26
116		Steel/Topping	12 days	Thu 9/24/26	Fri 10/9/26
117		Precast Stairs	2 days	Mon 10/12/26	Tue 10/13/26
118		Roof Steel	5 days	Wed 10/14/26	Tue 10/20/26
119		Roofing	6 days	Wed 10/21/26	Wed 10/28/26
120		Traffic Coating	5 days	Wed 10/21/26	Tue 10/27/26
121		Glass Railings	10 days	Wed 10/28/26	Tue 11/10/26
122		Electrical Gear and Trim Out	15 days	Thu 10/29/26	Wed 11/18/26
123		Perforated Metal Panels	7 days	Thu 10/29/26	Fri 11/6/26
124		**Entry Structure**	**41 days**	**Wed 10/21/26**	**Wed 12/16/26**
125		Foundations	5 days	Wed 10/21/26	Tue 10/27/26
126		Structural Steel Columns and Roof Frame	6 days	Wed 10/28/26	Wed 11/4/26
127		Structural Metal Framing	6 days	Thu 11/5/26	Thu 11/12/26
128		Sheathing and Decking	7 days	Fri 11/13/26	Mon 11/23/26
129		Roofing	7 days	Tue 11/24/26	Wed 12/2/26
130		Bird Cage	7 days	Thu 12/3/26	Fri 12/11/26
131		Lettering	3 days	Mon 12/14/26	Wed 12/16/26
132		**Batting Tunnel**	**64 days**	**Thu 8/27/26**	**Tue 11/24/26**
133		Foundations	8 days	Thu 8/27/26	Mon 9/7/26
134		SOG	8 days	Tue 9/8/26	Thu 9/17/26
135		CMU	5 days	Fri 9/18/26	Thu 9/24/26
136		PEMB Erection	18 days	Fri 9/25/26	Tue 10/20/26
137		Electrical Rough-In	8 days	Wed 10/21/26	Fri 10/30/26



ID	Task Mode	Task Name	Duration	Start	Finish
138		Build Clay Mound	7 days	Mon 11/2/26	Tue 11/10/26
139		Fencing and Gates	5 days	Wed 11/11/26	Tue 11/17/26
140		Synthetic Turf	5 days	Wed 11/18/26	Tue 11/24/26
141		**Field Construction**	**89 days**	**Mon 8/24/26**	**Thu 12/24/26**
142		Layout	5 days	Mon 8/24/26	Fri 8/28/26
143		Concrete Curbs	7 days	Mon 8/31/26	Tue 9/8/26
144		Perimeter Field Fence	10 days	Wed 9/9/26	Tue 9/22/26
145		Install Drainage	20 days	Wed 9/23/26	Tue 10/20/26
146		Spread/Compact Stone Base	20 days	Wed 10/21/26	Tue 11/17/26
147		Install Synthetic Turf System	16 days	Wed 11/18/26	Wed 12/9/26
148		Inlays and Striping	4 days	Thu 12/10/26	Tue 12/15/26
149		Natural Mound and Circle	7 days	Wed 12/16/26	Thu 12/24/26
150		**Batter's Eye**	**27 days**	**Wed 7/29/26**	**Thu 9/3/26**
151		Foundations	7 days	Wed 7/29/26	Thu 8/6/26
152		Steel Erection	8 days	Fri 8/7/26	Tue 8/18/26
153		Chain Link Fence	7 days	Wed 8/19/26	Thu 8/27/26
154		Windscreen	5 days	Fri 8/28/26	Thu 9/3/26
155		**Site Improvements**	**117 days**	**Thu 8/27/26**	**Fri 2/5/27**
156		Site Walls	15 days	Thu 8/27/26	Wed 9/16/26
157		Decorative Fencing	12 days	Thu 9/17/26	Fri 10/2/26
158		Dugouts	5 days	Tue 9/15/26	Mon 9/21/26
159		Shade Structures	8 days	Tue 9/22/26	Thu 10/1/26
160		Stabilized Subgrade	10 days	Mon 11/9/26	Fri 11/20/26
161		Base Spread/Compact	7 days	Mon 11/23/26	Tue 12/1/26
162		Curbing	5 days	Wed 12/2/26	Tue 12/8/26
163		Asphalt Paving	3 days	Wed 12/9/26	Fri 12/11/26
164		Striping	1 day	Mon 12/14/26	Mon 12/14/26
165		Flat Concrete	15 days	Mon 11/23/26	Fri 12/11/26
166		Pavers	12 days	Mon 12/14/26	Tue 12/29/26
167		Irrigation	8 days	Wed 12/30/26	Fri 1/8/27
168		Landscape	10 days	Mon 1/11/27	Fri 1/22/27
169		Sod	5 days	Mon 1/25/27	Fri 1/29/27
170		SUBSTANTIAL COMPLETION	5 days	Mon 2/1/27	Fri 2/5/27

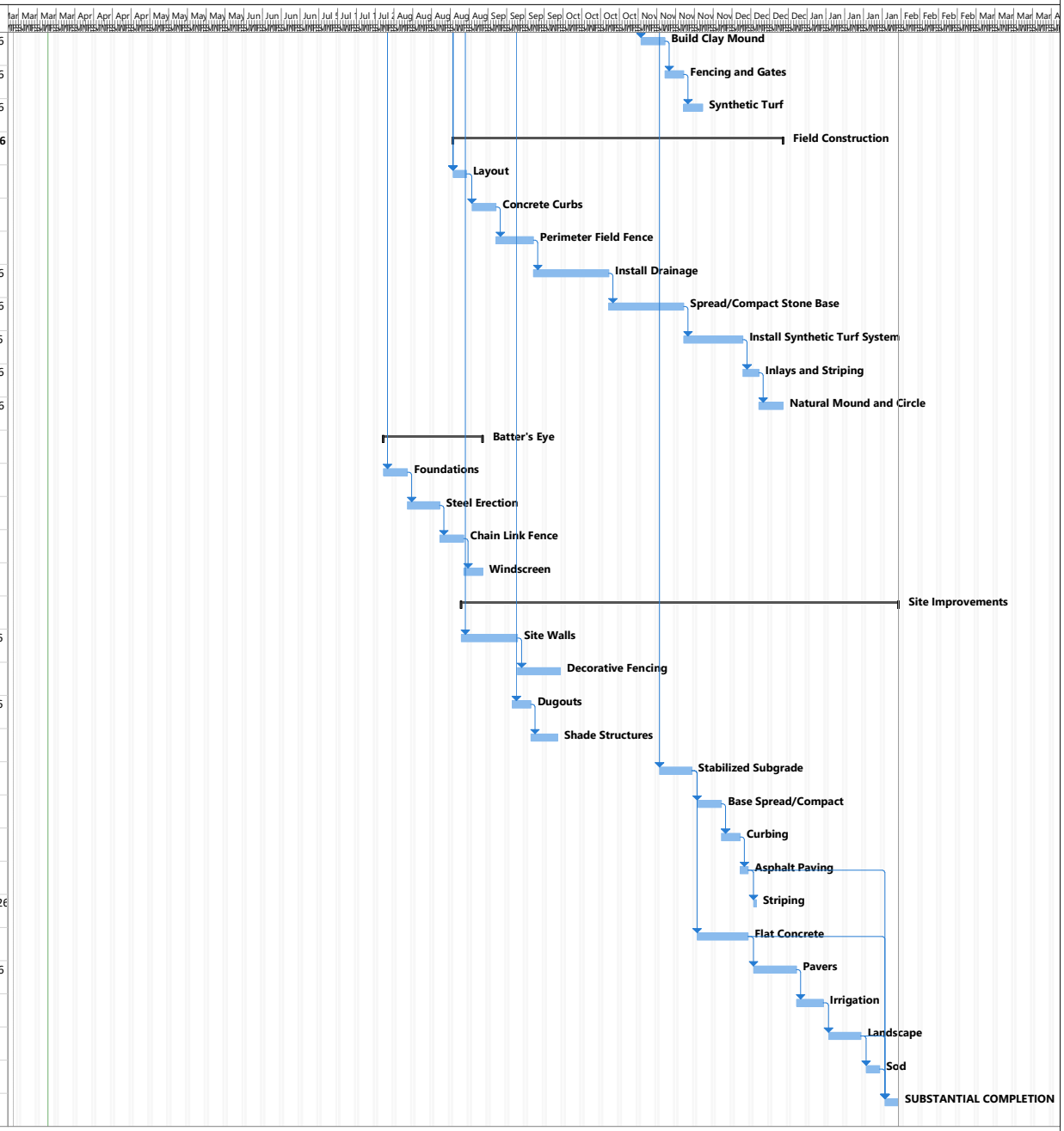


EXHIBIT B

AFFIDAVIT OF NO CONFLICT

To : The City of Bradenton, herein called the "Owner."

Pursuant to bidding requirements for the work titled "City Park Phase 1"

_____,"

the enclosed contract documents shall be provided to the Owner.

State of Florida

County of Manatee County

Brian Leaver, being first duly
(Officer's Name)

sworn, deposes, and says that:

A. He\She is President (officer's title) of P.J. Hayes, Inc. dba Tandem Construction (company name), the Bidder that has submitted the attached bid;

B. He\She is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

C. Such bid is genuine and is not a collusive or sham bid;

D. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm, or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit, or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the _ or any person interested in the proposed contract; and

E. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) Brian M. Leaver

PRESIDENT

STATE OF FLORIDA
COUNTY OF

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 31st day of March, 2026, by Brian M. Leaver who is ✓ Personally Known OR _____ Produced Identification, Type of Identification Produced _____.

RENEE GALTO NOTARY PUBLIC MY COMMISSION EXPIRES 7-11-2030 STATE OF FLORIDA COMMISSION NUMBER HH 782421

Signature of Notary Public - State of Florida)
(Print, Type, or Stamp Commissioned Name of Notary Public)

Renee Galto
Renee Galto

(Seal)
Commission Expires: 7/11/30

EXHIBIT C

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/1/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Susanne Lombardi	
M.E. Wilson Company, LLC 300 West Platt Street Tampa, FL 33606	PHONE (A/C, No, Ext): (941)999-1902	FAX (A/C, No): (941)306-2002
	E-MAIL ADDRESS: slombardi@mewilson.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
P. J. Hayes, Inc. dba Tandem Constructio... 5391 Lakewood Ranch Blvd. N., Ste. 200 Sarasota, FL 34240 USA	INSURER A : Everest Indemnity Insurance Co.	10851
	INSURER B : Monroe Guaranty Ins. Co.	32506
	INSURER C : Bridgeway Insurance Company	12489
	INSURER D : FCCI Insurance Company	10178
	INSURER E : James River Insurance Company	12203
	INSURER F : Lloyd's of London	15792

COVERAGES **CERTIFICATE NUMBER:** 353264 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC ☒ OTHER:	X	X	GA4GL00018251	07-01-2025	07-01-2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits	$ 1,000,000 $ 50,000 $ $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY	X	X	CA10000327709	07-01-2025	07-01-2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $	X	X	8EA7XL000260100	07-01-2025	07-01-2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	WC010006453506	01-01-2026	01-01-2027	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
E	Secondary Excess	X	X	001043965	07-01-2025	07-01-2026	Aggregate Limit Each Occurrence Limit	5,000,000 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Named Insured: P. J. Hayes, Inc. dba Tandem Construction
RE: RFQ 26-002EJ - City Park Project

CERTIFICATE HOLDER

City of Bradenton
101 Old Main Street W
Bradenton, FL 34205

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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EXHIBIT C
AGENCY CUSTOMER ID: _____
LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
M.E. Wilson Company, LLC	P. J. Hayes, Inc. dba Tandem Constructio...
POLICY NUMBER	
CARRIER / NAICCODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: _____ **FORM TITLE:** _____

INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER :		INSURER :	
INSURER :		INSURER :	
INSURER :		INSURER :	

	TYPE OF INSURANCE	AI	POLICY EFF		
F	Primary Pollution	☐	12-18-2025	Pollution Liability	$ 3,000,000
				Professional Liability	$ 3,000,000
		WOS	POLICY EXP		$
	POLICY NUMBER	☐	12-18-2026		$
	PF00297A25				$

	TYPE OF INSURANCE	AI	POLICY EFF		
D	Contractors Equip Floater	☐	07-01-2025	Leased & Rented	$ 400,000
				Installation Floater	$ 15,000
		WOS	POLICY EXP		$
	POLICY NUMBER	☐	07-01-2026		$
	CPP10004864807				$

	TYPE OF INSURANCE	AI	POLICY EFF		
F	Pollution Liability	☐	12-18-2025	Pollution Liability	$ 2,000,000
				Professional Liability	$ 2,000,000
		WOS	POLICY EXP		$
	POLICY NUMBER	☐	12-18-2026		$
	PF02052A25				$

	TYPE OF INSURANCE	AI	POLICY EFF		
		☐			$
					$
		WOS	POLICY EXP		$
	POLICY NUMBER	☐			$
					$

	TYPE OF INSURANCE	AI	POLICY EFF		
		☐			$
					$
		WOS	POLICY EXP		$
	POLICY NUMBER	☐			$
					$

	TYPE OF INSURANCE	AI	POLICY EFF		
		☐			$
					$
		WOS	POLICY EXP		$
	POLICY NUMBER	☐			$
					$

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EXHIBIT D

M.E. WILSON

April 1, 2026

City of Bradenton
101 Old Main St.
Bradenton, FL 34205

Re: P. J. Hayes, Inc. d/b/a Tandem Construction
Performance and Payment Bond No. 016253095
RFQ 26-002EJ - City Park Project
Bond Amount $ 16,728,293.31

Dear City of Bradenton:

This is your Letter of Authority to date the Bonds and the Powers of Attorney the same date as the contract approval date. Please provide dated copies of the bonds and contract once approved.

Sincerely,

Liberty Mutual Insurance Company

Anthony T. Papa, Jr.
Attorney-in-Fact and Licensed Florida Resident Agent/A199806

1110 NW 6th Street, Gainesville, FL 32601
Main: 941-405-7683
MEWILSON.COM

Risk Management
Insurance
Benefits
Bonds

EXHIBIT D

POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8213129-985140**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Anthony T. Papa, Jr.; Breanne E. Souza; Christine A. Papa; Emily Papa

all of the city of Sarasota state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 13th day of February, 2025.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 13th day of February, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 1st day of April, 2026.

By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/24

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Public Work
F.S. Chapter 255.05 (1)(a) Cover Page

THIS BOND IS GIVEN TO COMPLY WITH SECTION 255.05 OR SECTION 713.23 FLORIDA STATUTES, AND ANY ACTION INSTITUTED BY A CLAIMANT UNDER THIS BOND FOR PAYMENT MUST BE IN ACCORDANCE WITH THE NOTICE AND TIME LIMITATION PROVISIONS IN SECTION 255.05(2) OR SECTION 713.23 FLORIDA STATUTES.

BOND NO:	016253095
CONTRACTOR NAME:	P. J. Hayes, Inc. d/b/a Tandem Construction
CONTRACTOR ADDRESS:	5391 Lakewood Ranch Blvd. N., Suite 200
	Sarasota, FL 34240
CONTRACTOR PHONE NO:	941-954-1599
SURETY COMPANY:	Liberty Mutual Insurance Company
	175 Berkeley Street, Boston, MA 02116
OWNER NAME:	City of Bradenton
OWNER ADDRESS:	101 Old Main St.
	Bradenton, FL 34205
OWNER PHONE NO.:	941-932-9400
OBLIGEE NAME: (If contracting entity is different from the owner, the contracting public entity)	N/A
OBLIGEE ADDRESS:	N/A
OBLIGEE PHONE NO.:	N/A
BOND AMOUNT:	$16,728,293.31
CONTRACT NO.: (If applicable)	RFQ 26-002EJ
DESCRIPTION OF WORK:	City Park Project
PROJECT LOCATION:	1415 9th St. W, Bradenton, FL 34205
LEGAL DESCRIPTION: (If applicable)	RFQ 26-002EJ - City Park Project - 1415 9th St. W, Bradenton, FL 34205

FRONT PAGE

All other bond page(s) are deemed subsequent to this page regardless of any page number(s) that may be printed therein.

PERFORMANCE BOND

CONTRACTOR (*Name and Address*):
P. J. Hayes, Inc. d/b/a Tandem Construction
5391 Lakewood Ranch Blvd. N., Suite 200
Sarasota, FL 34240

SURETY (*Name, and Address of Principal Place of Business*):
Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

OWNER (*Name and Address*):
City of Bradenton
101 Old Main St.
Bradenton, FL 34205

CONTRACT
Effective Date of Agreement:
Amount: Sixteen Million Seven Hundred Twenty-Eight Thousand Two Hundred Nintety-Three and 31/100 Dollars ($16,728,293.31)
Description (*Name and Location*): RFQ 26-002EJ - City Park Project - 1415 9th St. W, Bradenton, FL 34205

BOND
Bond Number: 016253095
Date (*Not earlier than Effective Date of Agreement*):

Amount: Sixteen Million Seven Hundred Twenty-Eight Thousand Two Hundred Nintety-Three and 31/100 Dollars ($16,728,293.31)
Modifications to this Bond Form: N/A

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL	**SURETY**
P. J. Hayes, Inc. d/b/a Tandem Construction	Liberty Mutual Insurance Company
(Seal)	(Seal)
Contractor's Name and Corporate Seal	Surety's Name and Corporate Seal
By:	By:
Signature	Signature (Attach Power of Attorney)
Brian M. Leaver	Anthony T. Papa Jr.
Print Name	Print Name
President	Attorney-In-Fact and Licensed Florida Resident Agent/A199806
Title	Title
Attest:	Attest: See Attached Power of Attorney
Signature	Signature
Title	Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

1. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.

2. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
   2.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
   2.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1; and
   2.3 Owner has agreed to pay the Balance of the Contract Price to:
      1. Surety in accordance with the terms of the Contract; or
      2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.

3. When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:

   3.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
   3.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
   3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
   3.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
      1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
      2. Deny liability in whole or in part and notify Owner citing reasons therefor.

4. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

5. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

5.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;
5.2 Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions of or failure to act of Surety under Paragraph 3; and
5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

6. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

7. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

8. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located, and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

9. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

10. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted here from and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

11. Definitions.

11.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
11.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
11.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
11.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – (*Name, Address and Telephone*) Surety Agency or Broker: Owner's Representative (*Engineer or other party*):

PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (*Name and Address*):
P. J. Hayes, Inc. d/b/a Tandem Construction
5391 Lakewood Ranch Blvd. N., Suite 200
Sarasota, FL 34240

SURETY (*Name, and Address of Principal Place of Business*):
Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

OWNER (*Name and Address*):
City of Bradenton
101 Old Main St.
Bradenton, FL 34205

CONTRACT

Effective Date of Agreement:
Amount: Sixteen Million Seven Hundred Twenty-Eight Thousand Two Hundred Nintety-Three and 31/100 Dollars ($16,728,293.31)
Description *(Name and Location)*: RFQ 26-002EJ - City Park Project - 1415 9th St. W, Bradenton, FL 34205

BOND

Bond Number: 016253095
Date (*Not earlier than Effective Date of Agreement*):
Amount: Sixteen Million Seven Hundred Twenty-Eight Thousand Two Hundred Nintety-Three and 31/100 Dollars ($16,728,293.31)
Modifications to this Bond Form: N/A

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL P. J. Hayes, Inc. d/b/a Tandem Construction	**SURETY** Liberty Mutual Insurance Company
(Seal)	(Seal)
Contractor's Name and Corporate Seal	Surety's Name and Corporate Seal
By:	By:
Signature	Signature (Attach Power of Attorney)
Brian M. Leaver	Anthony T. Papa Jr.
Print Name	Print Name
President	Attorney-In-Fact and Licensed Florida Resident Agent/A199806
Title	Title
Attest:	Attest: See Attached Power of Attorney
Signature	Signature
Title	Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to Owner, this obligation shall be null and void if Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.

4. Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with Contractor:

1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
3. Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.

5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.

6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:

6.1 Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders, and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. Definitions

15.1 Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay

Contractor as required by the Contract, or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – (*Name, Address, and Telephone*) Surety Agency or Broker:
Owner's Representative (*Engineer or other*):

EXHIBIT D

POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8213129-985140**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Anthony T. Papa, Jr.; Breanne E. Souza; Christine A. Papa; Emily Papa

all of the city of Sarasota state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 13th day of February, 2025.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 13th day of February, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this _____ day of _____, _____.

By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/24

4485

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Contractor's Application for Payment No.

	Application Period:	Application Date:
To (Owner):	From (Contractor):	Via (Engineer):
Project:	Contract:	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.:

Application For Payment

Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
TOTALS		
NET CHANGE BY CHANGE ORDERS		

1. ORIGINAL CONTRACT PRICE..... $ _____

2. Net change by Change Orders..... $ _____

3. Current Contract Price (Line 1 ± 2)..... $ _____

4. TOTAL COMPLETED AND STORED TO DATE
(Column F on Progress Estimate)..... $ _____

5. RETAINAGE:

a. X ___Work Completed..... $ _____

b. X _____Stored Material..... $ _____

c. Total Retainage (Line 5a + Line 5b)..... $ _____

6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)..... $ _____

7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... $ _____

8. AMOUNT DUE THIS APPLICATION..... $ _____

9. BALANCE TO FINISH, PLUS RETAINAGE
(Column G on Progress Estimate + Line 5 above)..... $ _____

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By:	Date:

Payment of: $ _____
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____ _____
(Engineer) (Date)

Payment of: $ _____
(Line 8 or other - attach explanation of the other amount)

is approved by: _____ _____
(Owner) (Date)

Approved by: _____ _____
Funding Agency (if applicable) (Date)

Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract):	Application Number:
Application Period:	Application Date:

			Work Completed		E	F		G
A		B	C	D	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)
Specification Section No.	Description	Scheduled Value ($)	From Previous Application (C+D)	This Period				

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):	Application Number:
Application Period:	Application Date:

A					B	C				D	E	F	G	H
Item		Bid Item Quantity	Bid Item Unit	Unit Price	Bid Item Value ($)	Estimated Quantity Installed Previous Period		Estimated Quantity Installed This Period		Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description					Quantity	Amount	Quantity	Amount					

Stored Material Summary

Contractor's Application

For (Contract):								Application Number:			
Application Period:								Application Date:			
A		B	C		D		E		F		G
Bid Item No.	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Storage Location	Description of Materials or Equipment Stored	Stored Previously		Amount Stored this Month ($)	Subtotal Amount Completed and Stored to Date (D + E)	Incorporated in Work		Materials Remaining in Storage ($) (D + E - F)
					Date Placed into Storage (Month/Year)	Amount ($)			Date (Month/ Year)	Amount ($)	
				Totals							

CERTIFICATE OF SUBSTANTIAL COMPLETION

Project:	
Owner: City of Bradenton	Owner's Contract No.:
Contract:	

This definitive Certificate of Substantial Completion applies to:

All Work under the Contract Documents:

_____

_____

_____

_____

_____
Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A definitive list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

Amended Responsibilities Not Amended

Owner's Amended Responsibilities:

_____

_____

_____

Contractor's Amended Responsibilities:

_____

_____

_____

_____

The following documents are attached to and made part of this Certificate:

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Executed by Engineer	Date
Accepted by Contractor	Date
Accepted by Owner	Date

CERTIFICATE OF GUARANTEE

OWNER/CLIENT:_____ PROJECT NO.:_____ PROJECT MANAGER: _____

ENGINEER:_____ PROJECT NO.:_____ PROJECT MANAGER: _____

CONTRACTOR:_____ PROJECT NO.:_____ PROJECT MANAGER: _____

PROJECT NAME: _____

DESCRIPTION OF WORK: _____

DATE OF ISSUANCE: _____

The Work under the Contract, except as expressly excluded, and all of its subcontracts, severally and collectively, whether herein stipulated in each case or not, shall be guaranteed against faulty workmanship and/or material as specified below from date of acceptance of the work. The provisions of the guarantee and/or guarantees shall be incumbent on all parties of the work, including the Contractor, each subcontractor, all material supply houses and all manufacturers whose products and/or equipment are incorporated into the facilities.

Neither the Certificate of Substantial Completion, Final Certificate of Payment, nor any provision in the Contract Documents, nor partial or entire use or occupancy of the premises by the Owner shall constitute an acceptance of work, materials, or equipment not performed or installed in accordance with the Contract Documents, or relieve the Contractor or his Sureties of liability in respect to any warranties or responsibility for faulty materials or workmanship.

The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of Substantial Completion. The Contractor warrants and guarantees for a period of one (1) year from the date of Substantial Completion of the system that the completed system is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects, including the repairs of any damage to other parts of the system resulting from such defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Maintenance Bond shall remain in full force and effect through the guarantee period.

CONTRACTOR	BY	DATE
ENGINEER	BY	DATE
OWNER	BY	DATE

XC: DESIGN ENGINEER - CONSTRUCTION ENGINEER - CONTRACTOR - OWNER

OTHER: _____

CHANGE ORDER (CO) NO. _____

OWNER/CLIENT: _____ PROJECT NO.: _____ PROJECT MANAGER: _____

ENGINEER: _____ PROJECT NO.: _____ PROJECT MANAGER: _____

CONTRACTOR: _____ PROJECT NO.: _____ PROJECT MANAGER: _____

PROJECT NAME: _____

DATE OF ISSUANCE: _____ EFFECTIVE DATE: _____

The Contract Documents are modified as follows upon execution of this Change Order.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: $_____	Original Contract Times: ☐ Working days ☐ Calendar days Substantial completion (days or date): _____ Ready for final payment (days or date): _____
[Increase/Decrease] from previously approved Change Orders No._____ to No._____: $_____	[Increase/Decrease] from previously approved Change Orders No._____ to No._____: Substantial completion (days): _____ Ready for final payment (days): _____
Contract Price prior to this Change Order: $_____	Contract Times prior to this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
[Increase/Decrease] of this Change Order: $_____	[Increase/Decrease] of this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
Contract Price incorporating this Change Order: $_____	Contract Times with all approved Change Orders: Substantial completion (days or date): _____ Ready for final payment (days or date): _____

DESCRIPTION OF CHANGE (Attach additional sheets if required.)	DEDUCT	ADD
SUBTOTAL		

ATTACHMENTS
(List documents supporting change.)

_____

_____

_____

_____

This Change Order is an amendment to the Contract Agreement between Contractor and the Owner, and all contract provisions shall apply unless specifically exempted. The amount and time change designated are the maximum agreed to by the Owner and the Contractor for this change. In consideration of the foregoing adjustments in contract time and contract amount, the Contractor hereby releases the Owner from all claims, demands, or causes of action arising from the transactions, events, and occurrences related to this Change Order. This written Change Order is the entire agreement between Owner and Contractor with respect to this Change Order. No other agreements or modifications shall apply to this Contract amendment unless expressly provided herein. This Change Order represents final action relating to this Change Order.

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date: _____	Date: _____	Date: _____

Approved by Funding Agency (if applicable):

_____

Date: _____

AGENDA ITEM NO. 9.a

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: April 8, 2026

SUBMITTED BY: Corey Fortin, City Administration

ITEM TYPE: Miscellaneous

AGENDA SECTION: UNFINISHED BUSINESS

SUBJECT: Purchase of Property between New Rogers Garden Limited Partnership and the Housing Authority of the City of Bradenton

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
On November 12, 2025 City Council authorized the Mayor to execute the Purchase & Sale Agreement with New Rogers Limited Partnership and the Housing Authority of the City of Bradenton for an 11.3 acre parcel of land to become part of the City Park project. Since that time the parties have been working through the due diligence matters required under the terms of the contract. All due diligence issues have been satisfactorily resolved and the parties are now ready to proceed to the closing on this transaction.

FINANCIAL IMPACT:
As approved on November 12, 2025, Purchase price of up to $1,525,000.00 to include: reimbursement of land costs of $1,350,000.00; transaction, administrative and legal costs of up to $150,000.00 and survey costs of $25,000.00. A major portion of the land/stormwater costs to be funded through existing project grant appropriations.

ATTORNEY REVIEW/RECOMMENDATION:
Approved by Blalock Walters, P.A.

SUGGESTED MOTION:
Motion to approve purchase and authorize the Mayor to execute all transactional documents required to complete the purchase.

ATTACHMENTS:

Docusign Envelope ID: 3B3D43BB-4703-4864-94DE-ACB77B478A33

SECOND AMENDMENT TO WATERTANK LEASE AGREEMENT

THIS SECOND AMENDMENT TO WATERTANK LEASE AGREEMENT ("Amendment") is made and entered into by and between City of Bradenton, a political body of the State of Florida ("Lessor"), and Voicestream Tampa/Orlando, Inc., a Delaware Corporation, predecessors in interest to T-Mobile South LLC, a Delaware limited liability company ("Lessee").

Recitals

The parties hereto recite, declare and agree as follows:

A. Lessor and Lessee (or as applicable, their respective predecessors in interest) entered into a Watertank Lease Agreement dated March 9, 2002, as amended on September 14, 2022 (the "Lease"), with respect to Premises located at 1915 8th Avenue East, Bradenton, FL 34208 (the "Property").

B. Lessor and Lessee desire to enter into this Amendment in order to modify and amend certain provisions of the Lease.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee covenant and agree as follows:

1. Lessee shall have the right to modify its Demised Premises as described and depicted on Exhibit A, which is attached hereto and by this reference incorporated herein, and Lessor hereby consents to and approves of the modifications described and depicted on Exhibit A in all respects. Exhibit A shall consist of an updated construction drawing of the Communications Equipment on the Demised Premises in accordance with Section 2 of this Amendment.

2. Paragraph 1 of the Lease shall be modified to update the Communications Equipment on the Demised Premises as follows:

a. Equipment on the ground:
   i. B6160 SSC Cabinet, B160 Battery Cabinet, PPC, NEMA Box

b. Tower top equipment (including specific model numbers, quantities, and mounting locations of antennas, remote radio units, surge protectors, microwave dishes, tower mounted amplifiers, and coaxial and hybrid fiber cables):
   i. **See below for equipment. Antennas will be mounted to a 1" standoff mount as depicted on Construction Drawings.**

c. Antennas:
   i. FFVV-65C-R2-CM (Octo) (qty 3)
   ii. Air 6419 (qty 3)

d. Remote radio units:
   i. 4480 (qty 3)
   ii. 4460 (qty 3)

e. Surge protectors:
   i. *NIA*

Docusign Envelope ID: 3B3D43BB-4703-4864-94DE-ACB77B478A33

f. Cables:
   i. Hybrids (qty 3)

3. The terms and conditions of the Lease are incorporated herein by this reference, and capitalized terms used in this Amendment shall have the same meanings such terms are given in the Lease. Except as specifically set forth herein, this Amendment shall in no way modify, alter or amend the remaining tenns of the Lease, all of which are ratified by the parties and shall remain in full force and effect. To the extent there is any conflict between the terms and conditions of the Lease and this Amendment, the terms and conditions of this Amendment will govern and control.

4. Lessor represents and warrants to Lessee that the consent or approval of no third party, including, without limitation, a lender, is required with respect to the execution of this Amendment, or if any such third-party consent or approval is required, Lessor has obtained any and all such consents or approvals.

5. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument. Signed facsimile and electronic copies of this Amendment shall legally bind the parties to the same extent as original documents.

IN WITNESS WHEREOF, the parties have executed this Amendment effective as of the date of execution by the last party to sign.

T-MOBILE SOUTH LLC, a Delaware limited liability company

DocuSigned by:
Jess Louk
9682A5FC2FB3400...

By: Jess Louk
Name:
Title: Sr. Director, E&O
Date: 4/1/2026

CITY OF BRADENTON

By:
Name:
Title:
Date:

Z

5468787v1

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EXHIBIT "A"

Updated Construction Drawing of the Communications Equipment on the Demised Premises

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T··Mobile·®

5901 BENJAMIN CENTER DR., SUITE 110 A-B
TAMPA, FL 33634

LANDLORD APPROVAL:

LANDLORD OR LANDLORD REPRESENTATIVE DATE

A2F0417B
BRADENTON WATER TOWER

CANDIDATE ADDRESS:
1915 8TH AVE EAST
BRADENTON, FLORIDA 34208

PROJECT: EXCALIBUR

JURISDICTION: CITY OF BRADENTON

GENERAL NOTES

1. ALL REFERENCES TO OWNER HEREIN SHALL BE CONSTRUED TO MEAN T-MOBILE SOUTH LLC OR IT'S DESIGNATED REPRESENTATIVE.
2. ALL WORK PRESENTED ON THESE DRAWINGS MUST BE COMPLETED BY THE CONTRACTOR UNLESS NOTED OTHERWISE. THE CONTRACTOR MUST HAVE CONSIDERABLE EXPERIENCE IN PERFORMANCE OF WORK SIMILAR TO THAT DESCRIBED HEREIN. BY ACCEPTANCE OF THIS ASSIGNMENT, THE CONTRACTOR IS ATTESTING THAT HE DOES HAVE SUFFICIENT EXPERIENCE AND ABILITY, THAT HE IS KNOWLEDGEABLE OF THE WORK TO BE PERFORMED AND THAT HE IS PROPERLY LICENSED AND PROPERLY REGISTERED TO DO THIS WORK IN THE STATE AND/OR COUNTY IN WHICH IT IS TO BE PERFORMED.
3. UNLESS SHOWN OR NOTED OTHERWISE ON THE CONTRACT DRAWINGS, OR IN THE SPECIFICATIONS, THE FOLLOWING NOTES SHALL APPLY TO THE MATERIALS LISTED HEREIN, AND TO THE PROCEDURES TO BE USED ON THIS PROJECT.
4. ALL HARDWARE ASSEMBLY MANUFACTURER'S INSTRUCTIONS SHALL BE FOLLOWED EXACTLY AND SHALL SUPERCEDE ANY CONFLICTING NOTES ENCLOSED HEREIN.
5. IT IS THE CONTRACTOR'S SOLE RESPONSIBILITY TO DETERMINE ERECTION PROCEDURE AND SEQUENCE TO INSURE THE SAFETY OF THE STRUCTURE AND ITS COMPONENT PARTS DURING ERECTION AND/OR FIELD MODIFICATIONS. THIS INCLUDES, BUT IS NOT LIMITED TO, THE ADDITION OF WHATEVER TEMPORARY BRACING, GUYS OR TIE DOWNS THAT MAY BE NECESSARY. SUCH MATERIAL SHALL BE REMOVED AND SHALL REMAIN THE PROPERTY OF THE CONTRACTOR AFTER THE COMPLETION OF THE PROJECT.
6. ALL DIMENSIONS, ELEVATIONS, AND EXISTING CONDITIONS SHOWN ON THE DRAWINGS SHALL BE FIELD VERIFIED BY THE CONTRACTOR AND THE TESTING AGENCY PRIOR TO BEGINNING ANY MATERIALS ORDERING, FABRICATION OR CONSTRUCTION WORK ON THIS PROJECT. ANY DISCREPANCIES SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF THE OWNER AND THE OWNER'S ENGINEER. THE DISCREPANCIES MUST BE RESOLVED BEFORE THE CONTRACTOR IS TO PROCEED WITH THE WORK. THE CONTRACT DOCUMENTS DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE WORK AND SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES. OBSERVATION VISITS TO THE SITE BY THE OWNER AND/OR THE ENGINEER SHALL NOT INCLUDE INSPECTION OF THE PROTECTIVE MEASURES OR THE CONSTRUCTION PROCEDURES.
7. ALL MATERIALS AND EQUIPMENT FURNISHED SHALL BE NEW AND OF GOOD QUALITY, FREE FROM FAULTS AND DEFECTS AND IN CONFORMANCE WITH THE CONTRACT DOCUMENTS. ANY AND ALL SUBSTITUTIONS MUST BE PROPERLY APPROVED AND AUTHORIZED IN WRITING BY THE OWNER AND ENGINEER PRIOR TO INSTALLATION. THE CONTRACTOR SHALL FURNISH SATISFACTORY EVIDENCE AS TO THE KIND AND QUALITY OF THE MATERIALS AND EQUIPMENT BEING SUBSTITUTED.
8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INITIATING, MAINTAINING, AND SUPERVISING ALL SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH THE WORK. THE CONTRACTOR IS RESPONSIBLE FOR INSURING THAT THIS PROJECT AND RELATED WORK COMPLIES WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL SAFETY CODES AND REGULATIONS GOVERNING THIS WORK.
9. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE LATEST EDITION OF THE LOCAL BUILDING CODE.
10. ALL PROPOSED CELLULAR EQUIPMENT AND FIXTURES SHALL BE FURNISHED BY OWNER FOR INSTALLATION BY THE CONTRACTOR, UNLESS SPECIFICALLY NOTED OTHERWISE HEREIN.
11. ACCESS TO THE PROPOSED WORK SITE MAY BE RESTRICTED. THE CONTRACTOR SHALL COORDINATE INTENDED CONSTRUCTION ACTIVITY, INCLUDING WORK SCHEDULE AND MATERIALS ACCESS, WITH THE RESIDENT LEASING AGENT FOR APPROVAL.
12. RADIO EQUIPMENT INSTALLATION SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS.
13. CONSTRUCTION SITE SHALL BE CLEANED OF DEBRIS AT THE END OF EACH WORK DAY.

SCOPE OF WORK

INSTALL EQUIPMENT CABINETS AND ANCILLARY EQUIPMENT ON EXISTING CONCRETE SLAB AT GRADE. INSTALL ANTENNAS, EQUIPMENT AND HYBRID LINES ON WATER TOWER.

DESIGN CRITERIA

DESIGN WIND SPEED:
146 MPH

IMPORTANCE FACTOR: 1.0
EXPOSURE CATEGORY: C
RISK FACTOR: II

IN ACCORDANCE WITH FLORIDA
BUILDING CODE 2023 (8TH EDITION)

INFORMATION FOR DESIGN CRITERIA TAKEN FROM A STRUCTURAL REPORT BY KCI TECHNOLOGIES

STRUCTURAL NOTES

1. STRUCTURAL STEEL SHALL CONFORM TO THE LATEST EDITION OF THE A.I.S.C. SPECIFICATIONS FOR STRUCTURAL STEEL BUILDINGS- ALLOWABLE STRESS DESIGN AND PLASTIC DESIGN INCLUDING THE COMMENTARY AND THE A.I.S.C. CODE OF STANDARD PRACTICE.
2. STRUCTURAL STEEL PLATES AND SHAPES SHALL CONFORM TO ASTM A36. ALL STRUCTURAL STEEL PIPES SHALL CONFORM TO ASTM A53 GRADE B. ALL STRUCTURAL STEEL TUBING SHALL CONFORM TO ASTM A500 GRADE B. ALL STRUCTURAL STEEL COMPONENTS AND FABRICATED ASSEMBLIES SHALL BE HOT DIP GALVANIZED AFTER FABRICATION.
3. WELDING SHALL BE IN ACCORDANCE WITH THE AMERICAN WELDING SOCIETY (AWS) D.1.1/D1.1M STRUCTURAL WELDING CODE. STEEL WELD ELECTRODES SHALL BE E70XX.
4. ALL COAXIAL CABLE CONNECTORS AND TRANSMITTER EQUIPMENT SHALL BE AS SPECIFIED BY THE OWNER AND IS NOT INCLUDED IN THESE CONSTRUCTION DOCUMENTS. THE CONTRACTOR SHALL FURNISH ALL CONNECTION HARDWARE REQUIRED TO SECURE THE CABLES. CONNECTION HARDWARE SHALL BE STAINLESS STEEL.
5. NORTH ARROW SHOWN ON PLANS REFERS TO TRUE NORTH. CONTRACTOR SHALL VERIFY NORTH AND INFORM OWNER OF ANY DISCREPANCY BEFORE STARTING CONSTRUCTION.
6. ALL CAST IN PLACE CONCRETE SHALL BE MIXED AND PLACED IN ACCORDANCE WITH THE REQUIREMENTS OF ACI 318 AND ACI 301, AND SHALL HAVE A 28 DAY MINIMUM COMPRESSIVE STRENGTH OF 3000 PSI (U.O.N.). CONCRETE SHALL BE PLACED AGAINST UNDISTURBED SOIL UNLESS OTHERWISE NOTED. MINIMUM CONCRETE COVER SHALL BE 3 INCHES UNLESS OTHERWISE NOTED.
7. ALL REINFORCING STEEL SHALL CONFORM TO ASTM A615 GRADE 60, DEFORMED BILLET STEEL BARS. WELDED WIRE FABRIC REINFORCING SHALL CONFORM TO ASTM A185.
8. THE FABRICATION AND ERECTION OF STRUCTURAL STEEL SHALL CONFORM TO THE LATEST A.I.S.C. SPECIFICATIONS AND SHALL BE GALVANIZED.
9. ALL CONNECTIONS NOT FULLY DETAILED ON THESE PLANS SHALL BE DETAILED BY THE STEEL FABRICATOR IN ACCORDANCE WITH A.I.S.C. SPECIFICATIONS.
10. HOT-DIP GALVANIZE ITEMS SPECIFIED TO BE ZINC-COATED, AND SHALL CONFORM TO ASTM 123, A153 AND A163 AS APPLICABLE.
11. REPAIR DAMAGED HOT-DIPPED GALVANIZED COATINGS AS A RESULT OF WELDING OR CUTTING (FLAME) OR EXCESSIVELY ROUGH HANDLING DURING SHIPMENT OR ERECTION SHALL CONFORM TO ASTM A780. IF APPLYING STICK OR THICK PASTE MATERIAL SPECIFICALLY DESIGNED FOR REPAIR OF GALVANIZING, CLEAN AREAS TO BE REPAIRED AND REMOVE SLAG FROM WELDS. HEAT SURFACES TO WHICH STICK OR PASTE MATERIAL IS APPLIED WITH A TORCH TO A TEMPERATURE SUFFICIENT TO MELT THE METALLICS. WITH STICK OR PASTE, SPREAD MOLTEN MATERIAL UNIFORMLY OVER SURFACES TO BE COATED AND WIPE OFF EXCESS MATERIAL.
12. CONTRACTOR SHALL FOLLOW THE MANUFACTURER'S INSTRUCTIONS/ SPECIFICATIONS IF NO INFORMATION IS CONTAINED IN THESE PLANS OR IF THE MANUFACTURER'S SPECIFICATIONS ARE STRICTER.

SHEET INDEX

DRAWING SHEET NO:	TITLE	REV
T-1	TITLE SHEET	0
C-1	COMPOUND LAYOUT	0
C-2	WATER TOWER ELEVATION	1
C-3	ANTENNA CONFIGURATIONS	0
C-4	DETAILS SHEET (1 OF 3)	0
C-5	DETAILS SHEET (2 OF 3)	0
C-6	DETAILS SHEET (3 OF 3)	0
C-7	RFDS SHEET (1 OF 2)	0
C-8	RFDS SHEET (2 OF 2)	0
E-1	ELECTRICAL SPECIFICATIONS	0
E-2	POWER AND TELCO PLAN	0
E-2A	PANEL SCHEDULE	0
E-3	GROUNDING PLAN	0
E-4	ELECTRICAL DETAILS	0

PROJECT TEAM

ENGINEER
KCI TECHNOLOGIES, INC.
150 KELSEY LANE
TAMPA, FLORIDA 33619
ENGINEER:
JAMES T. FENNELL, P.E.
FL. LICENSE NO. 63808
PROJECT MANAGER:
JAMES T. FENNELL, P.E.

T-MOBILE
NOELLE MOELLER
813-934-8413
5901 BENJAMIN CENTER DRIVE,
SUITE 110 A-B
TAMPA, FLORIDA 33634

CODES STATEMENT

THE CONTRACTOR'S WORK SHALL COMPLY WITH ALL APPLICABLE NATIONAL, STATE AND LOCAL CODES AS ADOPTED BY THE AUTHORITY HAVING JURISDICTION IN THE REGION WHERE THE WORK IS TO BE PERFORMED. THE CURRENT EDITION OF THE CODES AND STANDARDS IN EFFECT ON THE DATE OF AWARD OF CONTRACT SHALL GOVERN THE DESIGN PARAMETERS.

BUILDING CODE: FLORIDA BUILDING CODE (FBC) EIGHTH EDITION (2023).

ELECTRICAL CODE: NATIONAL ELECTRICAL CODE, 70-20, 2020 EDITION.

MECHANICAL CODE: FBC MECHANICAL CODE, EIGHTH EDITION (2023).

FIRE CODE: FLORIDA FIRE PREVENTION CODE, EIGHTH EDITION (2023).

LIGHTNING PROTECTION CODE: NFPA 780 2017 EDITION.

THE CONTRACTOR'S WORK SHALL COMPLY WITH THE LATEST EDITION OF THE FOLLOWING STANDARDS:

AMERICAN CONCRETE INSTITUTE (ACI) 318-19. BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE, AMERICAN INSTITUTE OF STEEL CONSTRUCTION, LRFD 14TH EDITION, TELECOMMUNICATIONS INDUSTRY ASSOCIATION (TIA) 222-H-2017, STRUCTURAL STANDARDS FOR STEEL ANTENNA TOWER AND ANTENNA SUPPORTING STRUCTURES: TIA 607, COMMERCIAL BUILDING GROUNDING AND BONDING REQUIREMENTS FOR ELECTRONIC EQUIPMENT.

IEEE C62.41, RECOMMENDED PRACTICES ON SURGE VOLTAGES IN LOW VOLTAGE AC POWER CIRCUITS (FOR LOCATION CATEGORY C3 AND HIGH SYSTEM EXPOSURE.)

TELCORDIA GR-1275, GENERAL INSTALLATION REQUIREMENTS, TELCORDIA GR-1503,COAXIAL CONNECTIONS, ANSI T1-311, FOR TELECOM DC POWER SYSTEMS AND TELECOM ENVIRONMENTAL PROTECTION.

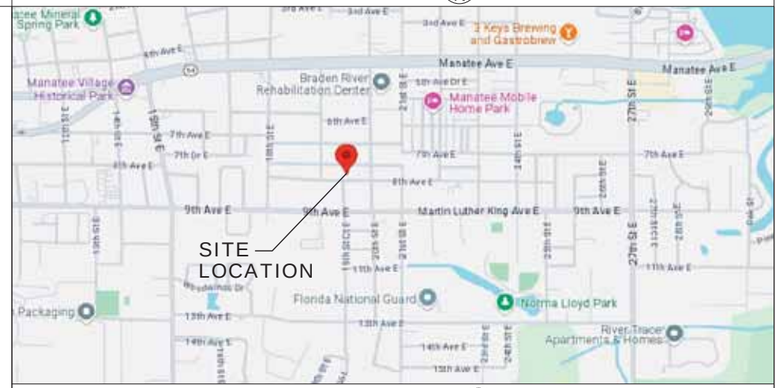
UNDERGROUND

Sunshine State 811 One Call

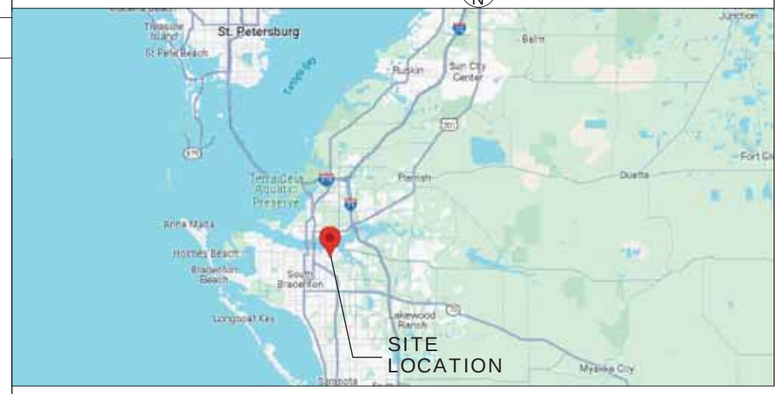
SUNSHINE STATE ONE CALL OF FLORIDA 1-800-432-4770 STOP! CALL 48 HOURS BEFORE YOU DIG!

SCAN FOR DIRECTIONS

VICINITY MAP



LOCATION MAP



SYMBOLS

THIS SHEET NO. — A1 / PM PM — DETAIL NO. / SHEET NO. DETAIL IS LOCATED ON

2 — REVISION NUMBER

PROJECT DATA

PARCEL NUMBER: 1299000008
OWNER: CITY OF BRADENTON
LATITUDE: 27.492647°
LONGITUDE: -82.540582°
JURISDICTION: CITY OF BRADENTON

REVISIONS

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1	10/02/25	ADDED NOTES AS REQUESTED	LA

DRAWN BY: AV
CHECKED BY: LV
APPROVED BY: JF

ENGINEERS PLANNERS SCIENTISTS CONSTRUCTION MANAGERS
KCI TECHNOLOGIES
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FLORIDA LICENSE NO: E30004888

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A2F0417B
1915 8TH AVE EAST BRADENTON, FLORIDA 34208

ENGINEER:
JAMES T. FENNELL, PE
FL LICENSE NO. 63808

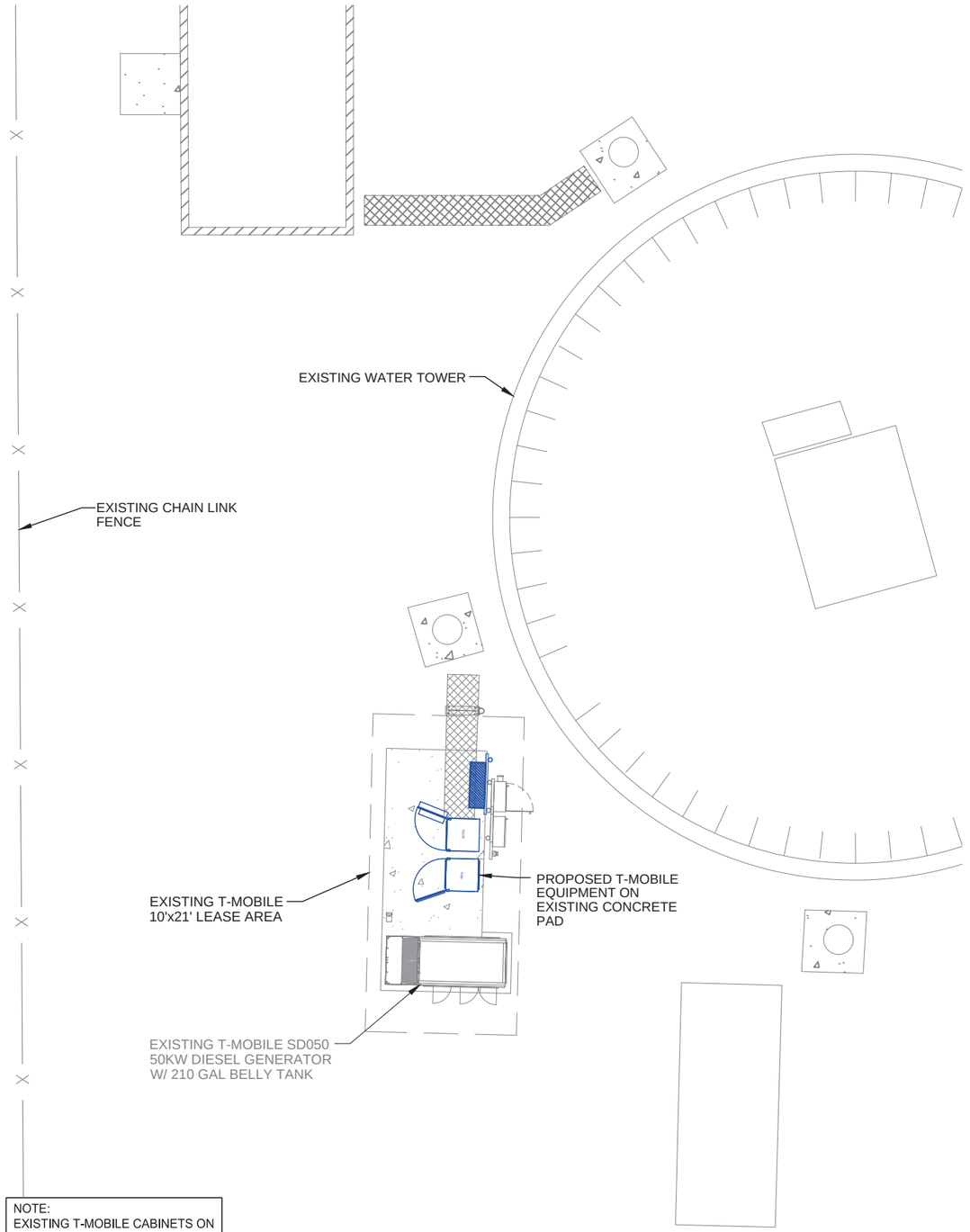
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SCALE: AS NOTED
DATE: 09/30/24
KCI JOB NUMBER: 00040736_010

SHEET TITLE
TITLE SHEET

SHEET
T-1

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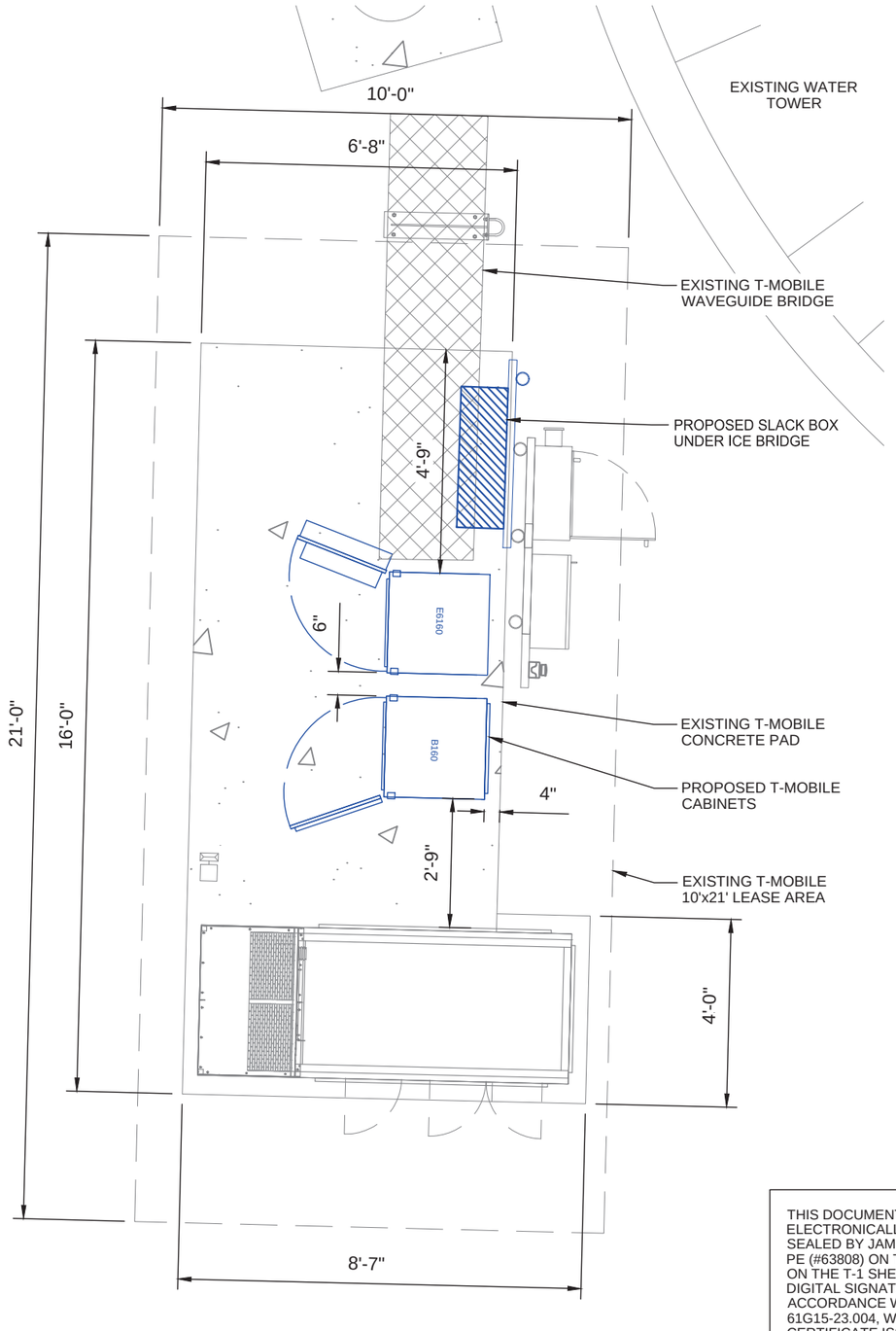


NOTE:
EXISTING T-MOBILE CABINETS ON EQUIPMENT PAD TO BE REMOVED

INFORMATION FOR COMPOUND LAYOUT TAKEN FROM INFORMATION PROVIDED BY T-MOBILE

COMPOUND LAYOUT

NOT TO SCALE



EQUIPMENT LAYOUT

NOT TO SCALE

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CHECKED BY: LV
APPROVED BY: JF

ENGINEERS
PLANNERS
SURVEYORS
CONSTRUCTION MANAGERS
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KCI TECHNOLOGIES FLORIDA LICENSE NO. EB0004088

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5901 BENJAMIN CENTER DRIVE
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1915 8TH AVE EAST
BRADENTON, FLORIDA 34208

ENGINEER:
JAMES T. FENNELL, PE
FL LICENSE NO. 63808

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SHEET TITLE
COMPOUND LAYOUT

SHEET
C-1

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1

NOTES:

1. Coax/ Cables shall not be attached to any ladder structures, in accordance with OSHA standards.
[A] Ladders need to stay accessible
[B] Attach coax/cable to guide

2. Manholes and other access ports shall not be obstructed in any way by cable routing or attachments, in accordance with OSHA standards.

3. Balconies and platforms shall not be obstructed in any way by cable routing or attachments, in accordance with OSHA standards.
[A] Keep coax/cable on guide brackets
[B] User of tape or zip ties to secure cables/wires is not acceptable
[C] Utilize snap hangers
[D] Balcony walkways needs to stay accessible.

4. Provide proper signage at the site per all regulatory requirements. Signs are not allowed to be attached to the tank

5. All installed Equipment shall be housed in suitable EIA approved enclosures or Equipment racks. All enclosure doors and covers shall be provided with locks.

6. Any Corrective Structure Repairs or Modifications must be made as designed by a professional structural engineer competent with ANSI/ TIA-222-G, ASCE/SEI 7 and AWWA D100 standards.

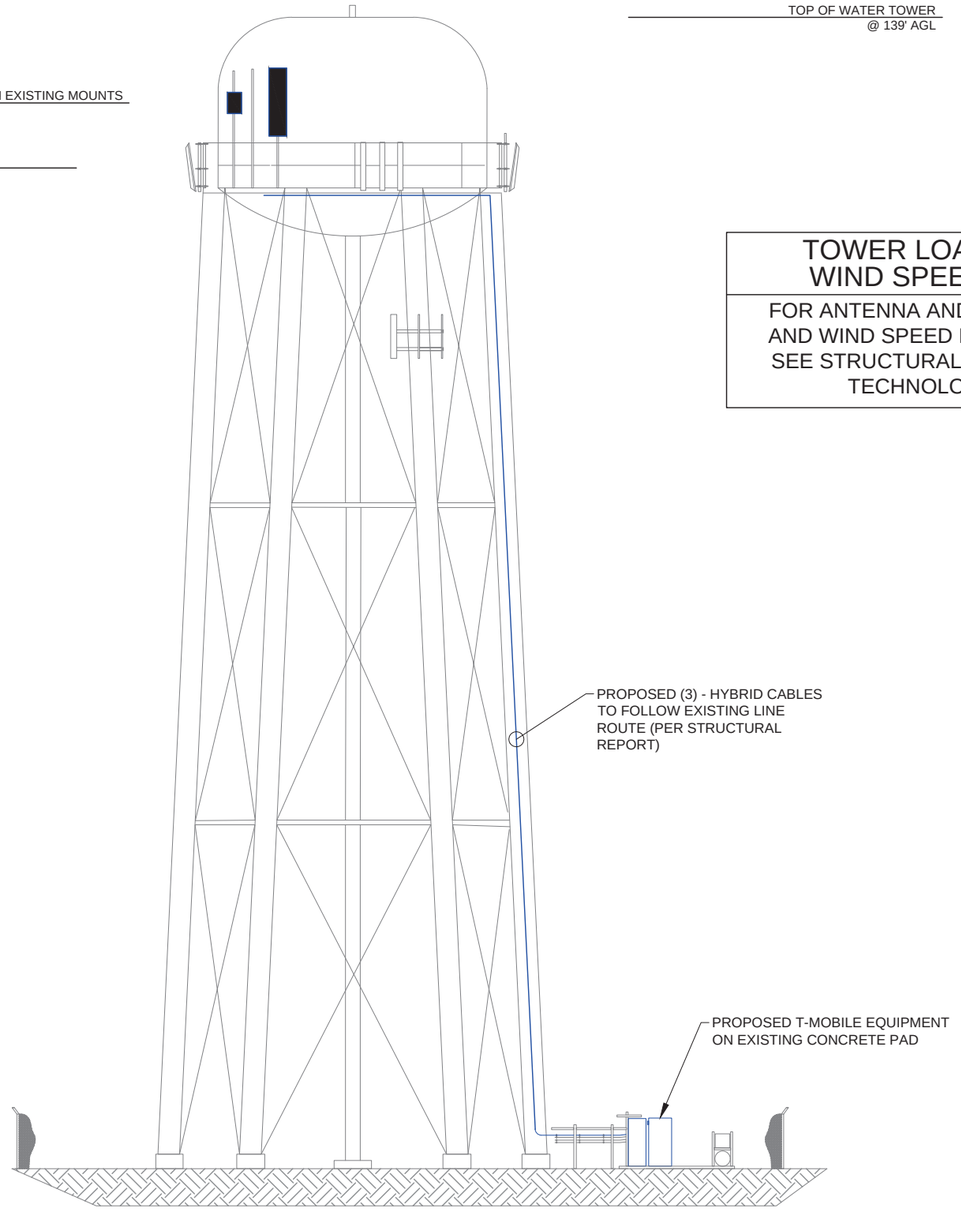
7. Many components common to the communications industry are designed for easy shipping. When bolted together, back to back components should be seal welded to prevent future corrosion and rust streaking.

8. Galvanized components shall not be welded directly to the Tank surface. Galvanized surfaces mating to the Tank structure must be ground free of galvanizing prior to welding.

9. Damaged interior paint surfaces shall be repaired in a manner that is compatible with the existing paint system. Exterior paint damage shall be repaired after completion of the antenna installation and should be compatible with the existing paint system. AWWA D102 should be consulted for proper paint procedure. All painting and surface preparation shall be in compliance with SSPC and NACE regulations.

10. All transmission lines shall be attached to tower coax supports using snap-in hangers. Cable ties are not permitted.

11. All transmission lines shall be tagged at the top and bottom of each run near the connector with an identification tag containing the Licensee's name, with Sector location FCC or IRAC call sign and the frequency assigned. Brass tags with copper wire are preferred. Plastic tags with vinyl labels or indelible ink markings are acceptable. Licensee's name, site name, site I.D., site address, contact for the licensee, phone number and the output power must be posted at the site.



NOTES:
1. ELEVATION SHOWN FOR REFERENCE ONLY. DO NOT USE FOR DIMENSIONING.

2. EXISTING EQUIPMENT NOT SHOWN FOR CLARITY.

3. ABOVE NOTES PER USG REDLINES DATED 9-29-25 1

TOWER ELEVATION
NOT TO SCALE

1

ADDITIONAL PROJECT COMMENTS:
[1] New coatings, do not damage coatings.

[2] Excess material must be removed from site. Coiled cables shall be secured and neatly rolled as not to interfere with coating inspections, maintenance or access.

[3] Coax/cables/wires need to stay uniformed. Cable route guides or similar must be used.

TOWER LOADING AND WIND SPEED DESIGN

FOR ANTENNA AND CABLE LOADING AND WIND SPEED DESIGN CRITERIA, SEE STRUCTURAL ANALYSIS BY KCI TECHNOLOGIES, INC.

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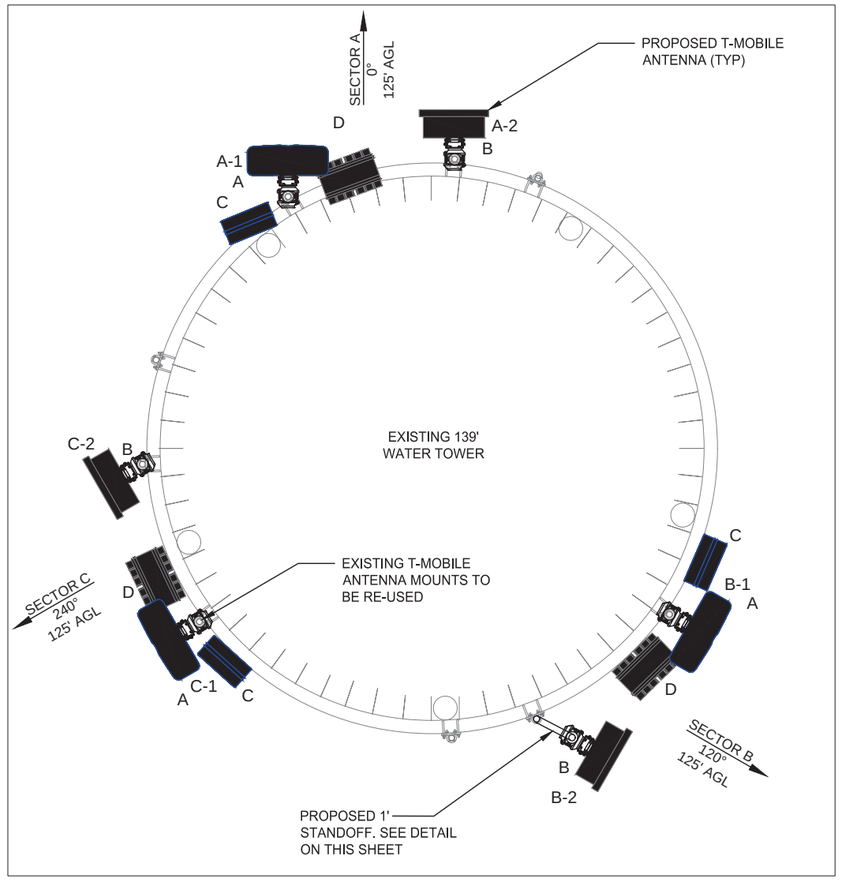
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SHEET TITLE
WATER TOWER ELEVATION

SHEET
C-2

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PROPOSED ANTENNA CONFIGURATIONS

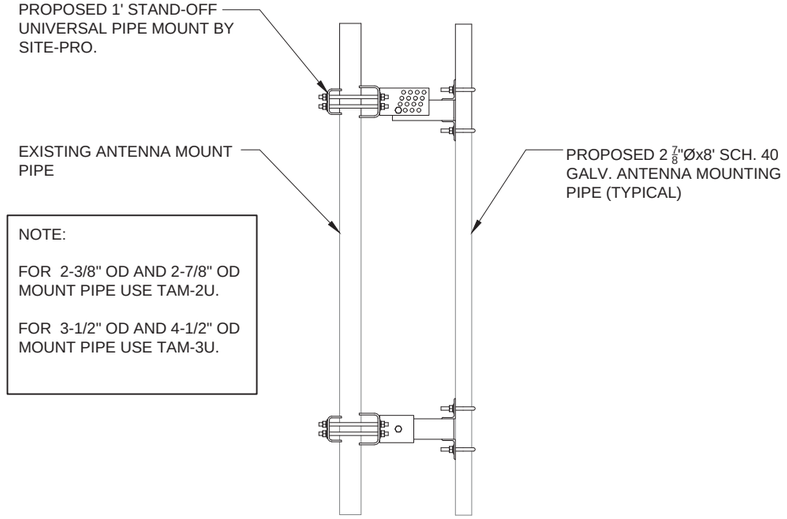
NOT TO SCALE

N

NOTE:
EXISTING T-MOBILE ANTENNAS (VV-65B) TO BE REMOVED. EXISTING ANTENNA MOUNTS TO BE REUSED. COORDINATE WITH STRUCTURAL ANALYSIS BY KCI TECHNOLOGIES, INC.

DETAIL KEY		
A	FFVV-65C-R2-CM	ANTENNA
B	AIR6419	ANTENNA
C	RADIO 4480	RADIO
D	RADIO 4460	RADIO

CABLING MATRIX						
CABLING	SECTOR	CABINET TO TOWER	RAD CENTER	ADDITIONAL CABLE	10%	TOTAL CABLE LENGTH
(3) HYBRID TRUNK	A	10'	125'	10'	14.5'	175'
	B	10'	125'	10'	14.5'	175'
	C	10'	125'	10'	14.5'	175'
					TOTAL = 525'	



NOTE:

FOR 2-3/8" OD AND 2-7/8" OD MOUNT PIPE USE TAM-2U.

FOR 3-1/2" OD AND 4-1/2" OD MOUNT PIPE USE TAM-3U.

UNIVERSAL PIPE MOUNT DETAIL

NOT TO SCALE
(WEIGHT=76.9 LBS)

GENERAL NOTES:

SHADED ANTENNAS AND APPURTENANCES ARE NEW. LEAVING (6) TOTAL ANTENNAS & (6) RADIOS AT THE RAD CENTER BEING MODIFIED.

ALL INFORMATION SHOWN ON CONFIGURATION DETAIL PROVIDED BY T-MOBILE.

NOTES:

JUMPER LENGTHS NOT TO EXCEED 15' FROM MOUNTED RADIO UNITS TO ANTENNAS.

FINAL MOUNTING LOCATIONS FOR PROPOSED EQUIPMENT TO BE DETERMINED IN FIELD.

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SCALE: AS NOTED

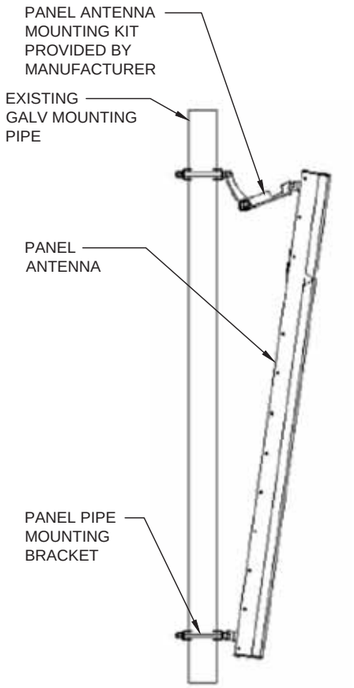
DATE: 09/30/24

KCI JOB NUMBER: 00040736_010

SHEET TITLE
ANTENNA CONFIGURATIONS

SHEET
C-3

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ANTENNA MOUNT DETAIL
NOT TO SCALE



ANTENNA DETAIL
NOT TO SCALE

COMMSCOPE - FFVV-65C-R2-CM

HEIGHT: 96.0"
DEPTH: 9.3"
WIDTH: 25.2"
WEIGHT: 132.3 LB



ANTENNA DETAIL
NOT TO SCALE

ERICSSON AIR6419

HEIGHT: 36.3"
DEPTH: 9.0"
WIDTH: 20.9"
WEIGHT: 83.3 LBS



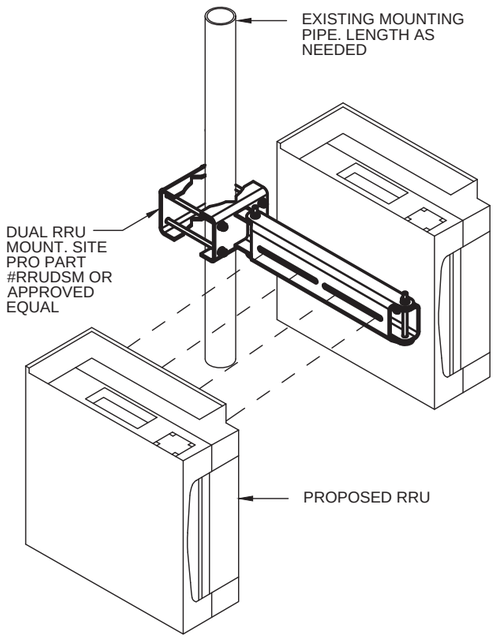
RADIO DETAIL (4480)
NOT TO SCALE

HEIGHT: 19.2"
DEPTH: 7.5"
WIDTH: 15.1"
WEIGHT: 84 LBS

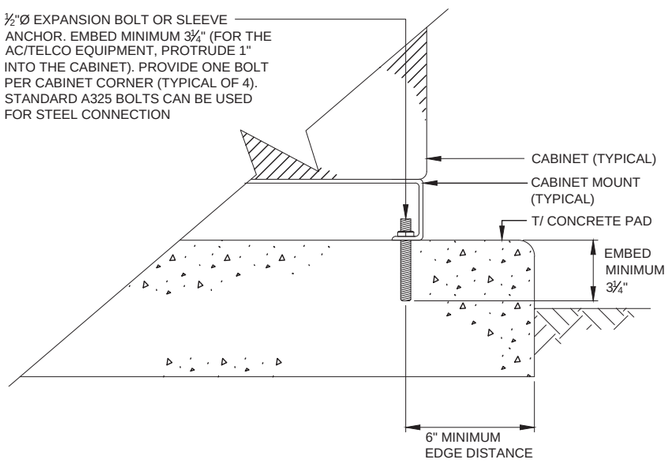


RADIO DETAIL (4460)
NOT TO SCALE

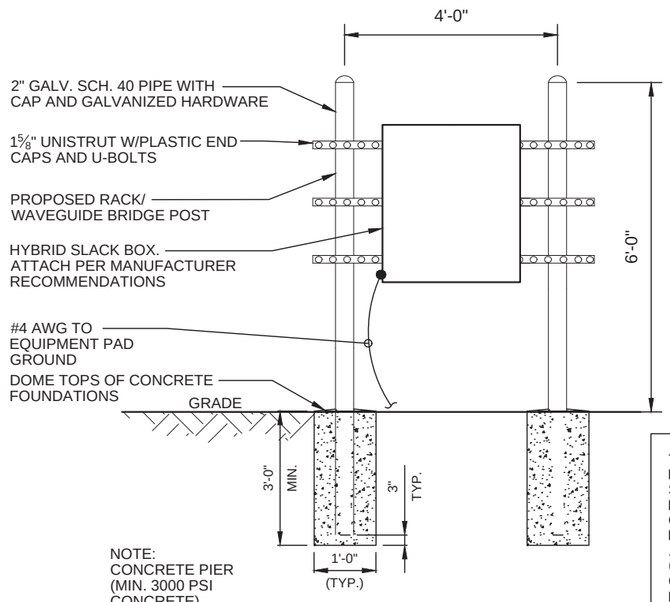
HEIGHT: 15.1"
DEPTH: 11.9"
WIDTH: 17.0"
WEIGHT: 108 LBS



RRU ATTACHMENT DETAIL
NOT TO SCALE



CABINET MOUNTING DETAIL
NOT TO SCALE



NOTE:
CONCRETE PIER (MIN. 3000 PSI CONCRETE)

SLACK BOX ON H-FRAME
NOT TO SCALE

NOTE:

ALL ANTENNAS AND APPURTENANCES TO BE MOUNTED PER MANUFACTURER'S RECOMMENDATIONS. PLEASE REFER TO PRODUCT SPECIFICATION SHEETS.

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5901 BENJAMIN CENTER DRIVE
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1915 8TH AVE EAST
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SHEET TITLE
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SHEET
C-4

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ERICSSON

Enclosure 6160 AC

The Enclosure 6160 is a multi-purpose site cabinet designed to support a multitude of equipment such as ERS Baseband, Transport, Li-Ion battery and 3PP vendor equipment. It also provides a highly capable power system and battery back-up - all in a streamlined design and minimized footprint to support cost efficient expansion of mobile broadband.

Being an all-in-one enclosure, the Enclosure 6160 is a very fitting choice for all types of sites where the capacity need is large or room for future expansion is needed. It is ideally used for modernizing existing sites or in greenfield scenarios to match both current and future needs.

With a robust design, IP65 compliance and a sealed Heat Exchanger (HEX) climate system the Enclosure 6160 ensures optimal environmental protection of the active equipment - enabling them for a long-lasting service. The complete system is also integrated and verified for the entire Ericsson Radio System and ensures best-in-class service.

The power system offers 31,5kW of power in total and provides 24kW of -48V DC power for both internal and external consumers.

The equipment space allows 19U of rack space ensuring well enough capacity for existing need and future expansion.

One of the main advantages of the Enclosure 6160 is its default integration with ENM - allowing for advanced remote monitoring and control such a fault management (alarms), inventory management and performance measurements. The cabinet also provides an open O&M interface for integration to 3PP O&M systems.



Preliminary technical specification for Enclosure 6160 AC

CAPACITY	
Rack space user equipment	19U (19" rack)
Hardware capabilities	Power and CPRI support for multi-standard remote radios (RRU or AIR) ERS Baseband and Transport units Li-Ion batteries 3PP equipment Additional power feed available as option
MECHANICAL SPECIFICATION	
Weight	145 kg (excluding active equipment) 320 lbs (excluding active equipment)
Dimension (H x W x D)	1600 x 650 x 650 mm (incl. Base frame) 63 x 26 x 26 in. (incl. Base frame)
Base frame height	150 mm 6 in.
Mounting position	Ground
Enclosure material	Aluminum
Color	Power paint NCS 2002-B
Door	Front access
Rack type	19" (IEC 60297-3-100)
Locking type	Pad lock or Cylinder
POWER SYSTEM	
Input voltage	3P+N+PE: 346/200-415/240 VAC 2P+N+PE: 208/120-220/127 VAC 1P+N+PE: 200-250 VAC
Input power	<33kW
Output load (-48VDC)	24kW
Total capacity (-48VDC)	31.5kW
AC SPD	Class 2/Type 2
DC SPD	Class 2/Type 2
PSU Slots	9x
Service outlet	Optional
Priority load	8x Circuit Breaker
LLVD 1	6x Circuit Breaker
LLVD 2	6x Circuit Breaker
CB ratings	3A / 5A / 10A / 15A / 20A / 25A / 30A / 40A / 50A / 60A / 80A / 100A
Battery Interface	2x Circuit Breaker
Battery Circuit Breaker rating	125A 2pol (200A)
PSU capacity	3500W

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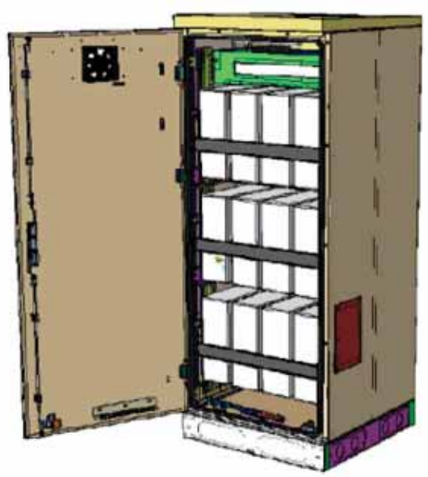
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SHEET
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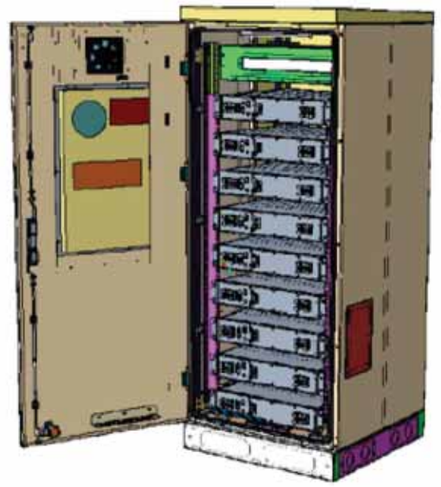
Enclosure B160



Enclosure B160
AirCon + VRLA



Enclosure B160
AirCon + Li-Ion



Enclosure B160
Convection Cooling
+ VRLA

Enclosure B160

Capacity
- VRLA 12V: 100Ah / 150Ah / 170Ah / 190Ah / 210Ah
- Li-Ion: 24U 19" / 23"
- Sodium-Nickel: 3x FIAMM

Electrical specification
- DC Output: -48VDC/200A
- Battery breakers: 2x 125/2p
- Alarms: Door open, Climate failure, MCB Connection

Mechanical specification
- Weight: 134kg
- Dimensions: 63 x 26 x 26 in. (incl. Base frame)
- Base frame height: 6 in.
- Material: Galvanized steel (180g/m²)
- Color: Powder paint NCS 2002-B
- Door: Front access
- Locking type: Pad lock / cylinder

Environmental specification
- Ingress protection: VRLA/Sodium IP44
Li-Ion IP55
- Relative humidity: 15-100%

Climate system
- Air Conditioner
  - Fan type: DC
  - Cooling capacity: 500W @L35/L35
- Convection cooling
  - Emergency fan

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SHEET TITLE
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(3 OF 3)

SHEET
C-6

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Section 1 - Site Information

Site ID: A2F0417B	**Site Name:** City of Bradenton/A2F0417	**Latitude:** 27.492647
Purpose: A&E	**Site Class:** Watertank	**Longitude:** -82.540582
Status: Ready For Review	**Site Type:** Structure Non Building	**Address:** 1915 8th Avenue East
Version: 9	**Plan Year:**	**City, State:** Bradenton, FL
Project Type: Market Swap	**Market:** TAMPA FL	**Region:** SOUTH
Last Modified: 07/17/2025 9:40:21 AM	**Vendor:** Ericsson	
Last Modified By: Nagaraj.Hujarathi1@T-Mobile.com	**Landlord:** City of Bradenton	

RAN Template: 67E5D998E 6160 (GSM on 6630)	**AL Template:** 67E5998E_1xAIR+1OP_(Excal)

Sector Count: 3	**Antenna Count:** 6	**Coax Line Count:** 0	**TMA Count:** 0	**RRU Count:** 6

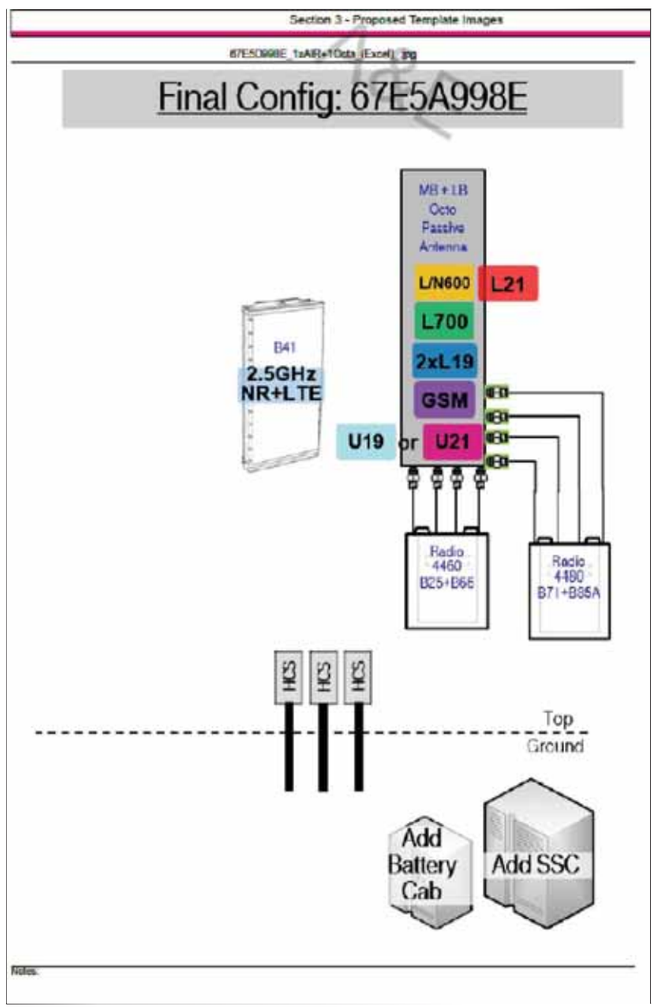
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CONTRACTOR TO VERIFY THAT THIS IS THE LATEST VERSION OF THE RF DATA SHEET PRIOR TO THE ORDERING OF MATERIALS.

Section 3 - Proposed Template Images

67E5D998E_1xAIR+1Octa (Excel).jpg



Notes:

Proposed RAN Equipment

Template: 67E5D998E 6160 (GSM on 6630)

Enclosure	1	2	3	4
Enclosure Type	Enclosure 6160_v2 AC	B160	Ericsson Manual Add Ancillary SKUs	PPC & AAV SKUs
Baseband	RP 6651: N600, N1900, L600, L700, L1900, L2100, LAWS3 / RP 6651: N2500			
Transport System	CSR IXRe V2 (Gen2)			
Hybrid Cable System	Hybrid Trunk 6/24 4AWG 50m (x3)			

RAN Scope of Work:

<2/27/2023> GSM removed
<10/3/2024> updated all 3 HCS with 50 m based on RAD center.
<12/17/2024> Changing Antenna model from FFVV-65C-R3-V1 to FFVV-65C-R2N23 as per Jason Email on 12/16/2024.
<7/17/2025> Adding -105 & -101 Dummy SKU's as per Angel Confirmation.
<7/17/2025> Changing antenna model from FFVV-65c-R2N23 to FFVV-65C-R2-CM as per Angel email

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APPROVED BY: JF

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SHEET TITLE
RFDS SHEET
(1 OF 2)

SHEET
C-7

Sector 1 (Proposed) view from behind						
Coverage Type	A - Outdoor Macro					
Antenna	1				2	
Antenna Model	FFVV-65C-R2-CM (Octo)				AIR_6419_B41 (Active Antenna - Massive MIMO)	
Azimuth	0				0	
M. Tilt	0				0	
RAD Center (ft.)	125				125	
Ports	P1	P2	P3	P4	P5	P6
Active Tech	L700 L600 N600	L700 L600 N600	L2100 L1900 N1900 LAWS3	L2100 L1900 N1900 LAWS3	N2500	N2500
Dark Tech						
Restricted Tech						
Decomm. Tech						
E. Tilt						
Cables						
TMAs						
Diplexer / Combiners						
Radio	Radio 4480 B71+B85 (At Antenna)	Radio 4480 B71+B85 (At Antenna)	Radio 4460 B25+B66 (At Antenna)	Radio 4460 B25+B66 (At Antenna)		
Sector Equipment						
Unconnected Equipment:						
Scope of Work:						

*A dashed border indicates shared connected equipment. Any shared equipment, besides the first, is denoted with the SHARED keyword.

Sector 2 (Proposed) view from behind						
Coverage Type	A - Outdoor Macro					
Antenna	1				2	
Antenna Model	FFVV-65C-R2-CM (Octo)				AIR_6419_B41 (Active Antenna - Massive MIMO)	
Azimuth	120				120	
M. Tilt	0				0	
RAD Center (ft.)	125				125	
Ports	P1	P2	P3	P4	P5	P6
Active Tech	L700 L600 N600	L700 L600 N600	L2100 L1900 N1900 LAWS3	L2100 L1900 N1900 LAWS3	N2500	N2500
Dark Tech						
Restricted Tech						
Decomm. Tech						
E. Tilt						
Cables						
TMAs						
Diplexer / Combiners						
Radio	Radio 4480 B71+B85 (At Antenna)	Radio 4480 B71+B85 (At Antenna)	Radio 4460 B25+B66 (At Antenna)	Radio 4460 B25+B66 (At Antenna)		
Sector Equipment						
Unconnected Equipment:						
Scope of Work:						

*A dashed border indicates shared connected equipment. Any shared equipment, besides the first, is denoted with the SHARED keyword.

Sector 3 (Proposed) view from behind						
Coverage Type	A - Outdoor Macro					
Antenna	1				2	
Antenna Model	FFVV-65C-R2-CM (Octo)				AIR_6419_B41 (Active Antenna - Massive MIMO)	
Azimuth	240				240	
M. Tilt	0				0	
RAD Center (ft.)	125				125	
Ports	P1	P2	P3	P4	P5	P6
Active Tech	L700 L600 N600	L700 L600 N600	L2100 L1900 N1900 LAWS3	L2100 L1900 N1900 LAWS3	N2500	N2500
Dark Tech						
Restricted Tech						
Decomm. Tech						
E. Tilt						
Cables						
TMAs						
Diplexer / Combiners						
Radio	Radio 4480 B71+B85 (At Antenna)	Radio 4480 B71+B85 (At Antenna)	Radio 4460 B25+B66 (At Antenna)	Radio 4460 B25+B66 (At Antenna)		
Sector Equipment						
Unconnected Equipment:						
Scope of Work:						

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SHEET TITLE
RFDS SHEET
(2 OF 2)

SHEET
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GENERAL

A. PROVIDE ALL LABOR, MATERIALS, EQUIPMENT AND SERVICES NECESSARY FOR AND INCIDENTAL TO THE COMPLETE INSTALLATION AND OPERATION OF ALL ELECTRICAL WORK. ALL WORK SHALL BE DONE BY QUALIFIED PERSONNEL.

B. CONFORM TO THE LATEST EDITION OF THE NATIONAL ELECTRICAL CODE, AND THE NATIONAL ELECTRICAL SAFETY CODE ADOPTED BY THE LOCAL AUTHORITY HAVING JURISDICTION. THE INSTALLATION SHALL COMPLY WITH THESE AND ALL APPLICABLE RULES & REGULATIONS OF LOCAL AND STATE AUTHORITIES HAVING JURISDICTION.

C. COORDINATE THE WORK OF ALL TRADES.

D. ARRANGE CONDUIT, WIRING, EQUIPMENT, AND OTHER WORK GENERALLY AS SHOWN, PROVIDING PROPER CLEARANCES AND ACCESS. CAREFULLY EXAMINE ALL CONTRACT DRAWINGS AND FIT THE WORK IN EACH LOCATION WITHOUT SUBSTANTIAL ALTERATION. WHERE DEPARTURES ARE PROPOSED BECAUSE OF FIELD CONDITIONS OR OTHER CAUSES, PREPARE AND SUBMIT DETAILED DRAWINGS FOR ACCEPTANCE. THE RIGHT IS RESERVED TO MAKE REASONABLE CHANGES IN LOCATION OF EQUIPMENT, CONDUIT, AND WIRING UP TO THE TIME OF ROUGH-IN OR FABRICATION.

E. THE CONTRACT DRAWINGS ARE GENERALLY DIAGRAMMATIC AND ALL OFFSETS, BENDS, FITTINGS AND ACCESSORIES ARE NOT NECESSARILY SHOWN. PROVIDE ALL SUCH ITEMS AS MAY BE REQUIRED TO FIT THE WORK TO THE CONDITIONS.

F. THERE SHALL BE NO INTERRUPTION OF POWER TO EXISTING ELECTRICAL SYSTEMS WITHOUT PRIOR CONSENT OF THE BUILDING OWNER. SUCH INTERRUPTIONS SHALL BE KEPT TO A MINIMUM AND SHALL BE SCHEDULED WITH THE OWNER AT LEAST THREE BUSINESS DAYS IN ADVANCE OF THE OUTAGE. ANY COST FOR WORK THAT MUST BE DONE ON AN OVERTIME BASIS SHALL BE INCLUDED IN THE BID.

G. VISIT THE SITE AND INSPECT THE EXISTING CONDITIONS BEFORE BID IN ORDER TO ENSURE PROPER EVALUATION OF WORKING CONDITIONS AND LOCATION OF EXISTING CONDITIONS.

H. WHERE OUTLETS ARE REMOVED OR CIRCUITS INTERRUPTED OR BROKEN, PROVIDE THE REQUIRED RELOCATION, RECONNECTION OR REARRANGEMENT TO RESTORE SERVICE TO ALL ITEMS, OUTLETS, ETC. NOT MADE OBSOLETE BY THIS WORK.

I. MOUNTING AND SUPPORTING OF ALL EQUIPMENT PROVIDED UNDER THIS SECTION SHALL BE COORDINATED WITH THE CONSTRUCTION MANAGER IN THE FIELD.

PERMITS AND FEES

A. OBTAIN, PAY FOR, AND DELIVER ALL PERMITS, CERTIFICATES OF INSPECTION, ETC., REQUIRED BY THE AUTHORITIES HAVING JURISDICTION. DELIVER CERTIFICATES TO THE OWNER PRIOR TO FINAL ACCEPTANCE OF THE WORK.

MATERIAL AND EQUIPMENT

A. MATERIAL AND EQUIPMENT INSTALLED AS A PART OF THE PERMANENT INSTALLATION SHALL BE NEW, UNLESS OTHERWISE INDICATED OR SPECIFIED, AND SHALL BE LISTED BY A NATIONALLY RECOGNIZED TESTING LAB, FOR INSTALLATION IN EACH PARTICULAR CASE, WHERE STANDARDS HAVE BEEN ESTABLISHED.

CUTTING AND PATCHING

A. PROVIDE ALL CUTTING AND PATCHING NECESSARY FOR THE INSTALLATION OF THE ELECTRICAL WORK. ANY DAMAGE DONE TO THE WORK ALREADY IN PLACE BY REASON OF THIS WORK SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE BY A QUALIFIED MECHANIC EXPERIENCED IN SUCH WORK. PATCHING SHALL BE UNIFORM IN APPEARANCE AND SHALL MATCH THE SURROUNDING SURFACE. DO NOT CUT STRUCTURAL MEMBERS WITHOUT APPROVAL BY THE CONSTRUCTION MANAGER. WHERE PENETRATIONS ARE NECESSARY THROUGH THE ROOF, PROVIDE ALL NECESSARY CURBS, SLEEVES, SHIELDS, FLASHING, FITTINGS, AND CAULKING TO MAKE THE PENETRATIONS ABSOLUTELY WATERTIGHT.

ELECTRICAL WORK UNDER OTHER DIVISIONS

A. IN GENERAL POWER WIRING FOR SYSTEMS ARE INCLUDED UNDER THIS SPECIFICATION. CAREFULLY REVIEW THE CONTRACT DOCUMENTS AND COORDINATE THE ELECTRICAL WORK TO BE PERFORMED UNDER THE OTHER DIVISIONS.

GUARANTEE

A. GUARANTEE THE ELECTRICAL SYSTEM INSTALLED BY THE CONTRACTOR FREE FROM ALL MECHANICAL AND ELECTRICAL DEFECTS FOR THE PERIOD OF ONE YEAR BEGINNING FROM THE DAY OF FINAL ACCEPTANCE OF THE WORK OR BENEFICIAL OCCUPANCY BY THE OWNER, WHICHEVER OCCURS FIRST.

B. UPON RECEIPT OF NOTICE FROM THE OWNER OF FAILURE OF ANY PART OF THE ELECTRICAL INSTALLATION DURING THE GUARANTEE PERIOD, NEW REPLACEMENT PARTS SHALL BE FURNISHED AND INSTALLED PROMPTLY AT NO COST TO THE OWNER.

CONDUIT AND FITTINGS

A. MINIMUM CONDUIT SIZE SHALL BE 3/4" (UNLESS OTHERWISE INDICATED)

B. SUPPORT ALL CONDUIT NOT EMBEDDED IN CONCRETE OR MASONRY SO THAT STRAIN IS NOT TRANSMITTED TO OUTLET BOXES AND PULL BOXES, ETC. SUPPORTS TO BE SUFFICIENTLY RIGID TO PREVENT DISTORTION OF CONDUITS DURING WIRE PULLING.

C. ALUMINUM CONDUIT IS PROHIBITED.

D. ALL CONDUITS SHALL BE GALVANIZED ELECTRICAL METALLIC TUBING (EMT), PVC, OR RIGID GALVANIZED STEEL (EXTERIOR EXPOSED)

E. EMT CONDUIT FITTINGS SHALL BE FERROUS COMPRESSION TYPE.

F. IN DAMP OR WET LOCATIONS USE FLEXIBLE, LIQUID-TIGHT METAL CONDUIT WITH APPROVED FITTINGS.

COORDINATION

A. COORDINATE THE WORK OF POWER, GROUNDING AND TELCO AT EQUIPMENT WITH EQUIPMENT SUPPLIER PRIOR TO ROUGH-IN. FINAL TERMINATIONS TO BE AT THE DIRECTION OF THE EQUIPMENT SUPPLIER.

B. PRIOR TO BEGINNING WORK CONTRACTOR SHALL COORDINATE ALL POWER & TELCO WITH THE LOCAL UTILITY COMPANY AS IT MAY APPLY TO THIS SITE. ALL WORK TO COMPLY WITH THE RULES AND REGULATIONS OF THE UTILITIES INVOLVED.

WIRES AND CABLES (600 VOLTS)

A. BUILDING WIRE, UNLESS OTHERWISE INDICATED SHALL BE 600 VOLTS, TYPE THHW-THWN INSULATION -75°c. CONDUCTORS SHALL BE SIZED AND RUN AS INDICATED CONDUCTORS SHALL BE SOFT DRAWN COPPER OF NOT LESS THAN 98% CONDUCTIVITY.

CONDUCTOR INSULATION

A. ALL CONDUCTORS SHALL BE COLOR CODED AS REQUIRED BY NEC AND FURTHER IDENTIFIED AND CODED AS SPECIFIED HEREINAFTER. COLOR CODING SHALL BE BY MEANS OF COLORED INSULATING MATERIAL, COLORED BRAID OR JACKET OVER THE INSULATION OR BY MEANS OF SUITABLE COLORED, PERMANENT, NON-AGING, INSULATING TAPE APPLIED TO CONDUCTORS AT EACH CABINET OR JUNCTION POINT. THE COLOR CODING SHALL BE ACCOMPLISHED AS THE CONDUCTORS ARE INSTALLED. THE FOLLOWING SYSTEMS OF COLOR CODING SHALL BE STRICTLY ADHERED TO:

1. GROUND LEADS: GREEN
2. GROUNDED NEUTRAL LEADS: WHITE
3. 120/208 VOLT (120/240 VOLT) UNGROUNDED PHASE WIRES;
4. BLACK, RED, BLUE

B. THE COLOR CODE ASSIGNED TO EACH PHASE WIRE SHALL BE CONSISTENTLY FOLLOWED THROUGHOUT.

CONDUIT SUPPORTS

A. SUPPORT SURFACE RUNS OF CONDUIT USING ONE OR TWO HOLE PIPE STRAPS. STRAP SPACING 6 FOOT ON CENTERS, MAXIMUM, UNLESS NOTED OTHERWISE.

B. FASTEN STRAPS TO CONCRETE USING INSERTS OR EXPANSION BOLTS AND TO HOLLOW MASONRY USING TOGGLE BOLTS. WOODEN PLUGS ARE UNACCEPTABLE.

OUTLET, JUNCTION AND PULL BOXES

A. ALL BOXES, WHETHER OUTLET, JUNCTION, PULL, OR EQUIPMENT SHALL BE FURNISHED WITH APPROPRIATE COVERS.

B. NO SECTIONALIZED BOXES SHALL BE USED.

C. OUTLET, JUNCTION AND PULL BOXES SHALL BE SHEET STEEL. WHERE REQUIRED TO FACILITATE PULLING OF WIRES OR CABLES, SUCH BOXES SHALL BE RIGIDLY MOUNTED AND INSTALLED IN ACCESSIBLE LOCATIONS.

SAFETY DISCONNECT SWITCH

A. PROVIDE SAFETY DISCONNECT SWITCHES AS SHOWN ON THE DRAWINGS AND WHERE REQUIRED BY THE NATIONAL ELECTRICAL CODE. SWITCHES SHALL BE HORSEPOWER-RATED WHERE APPLICABLE, AND SHALL BE THE SIZES REQUIRED. SERVICE ENTRANCE SWITCH SHALL BE SO RATED.

B. SWITCHES SHALL BE HEAVY DUTY TYPE FUSED OR UNFUSED, AS INDICATED; SIDE HANDLE OPERATED, NEMA 1 FOR GENERAL INTERIOR WORK AND NEMA 3R STEEL FOR EXTERIOR, DAMP, OR WET LOCATIONS. SWITCHES SHALL BE EQUIPPED WITH A COVER INTERLOCK TO PREVENT OPERATION WITH COVER OPEN.

C. SWITCHES SHALL BE VISIBLE BLADE, EXTERNALLY OPERATED, WITH ALL CURRENT CARRYING PARTS SILVER OR TIN-PLATED. ALL SWITCHES SHALL HAVE PROVISIONS FOR NOT LESS THAN THAN TWO EXTERNAL PADLOCK.

GROUNDING

A. PROVIDE GROUND FOR ALL RACEWAYS, DEVICES, AND UTILIZATION EQUIPMENT PERMANENTLY AND EFFECTIVELY IN ACCORDANCE WITH REQUIREMENTS OF THE NATIONAL ELECTRICAL CODE AND AS HEREINAFTER SPECIFIED. ALL GROUNDED NEUTRAL CONDUCTORS SHALL BE CONTINUOUSLY IDENTIFIED. ALL GROUNDING AND BONDING CONNECTIONS SHALL BE SOLDERLESS.

B. PROVIDE INSULATED GROUNDING CONDUCTORS FOR FEEDER AND BRANCH CIRCUIT WIRING AS CALLED FOR ON THE PLANS. PROVIDE GROUNDING BLOCKS, TERMINALS, ETC., FOR CONNECTION OF GROUND WIRE IN ALL DISTRIBUTION EQUIPMENT, OUTLETS, JUNCTION BOXES, AND UTILIZATION EQUIPMENT. TERMINATE WITH LUGS OR COMPRESSION TERMINALS. CONDUCTORS LOOPED UNDER BOLTS OR SCREWS WILL NOT BE ACCEPTABLE.

C. GROUND RODS WHEN NEEDED SHALL BE STEEL, COPPER CLAD 5/8" DIAMETER BY 10' LONG. GROUND ROD SHIELDS TO BE PROVIDED FOR DRIVING RODS.

D. PRIOR TO INSTALLATION OF THE GROUNDING SYSTEM, THE EARTH RESISTIVITY SHALL BE MEASURED USING WENNER FOUR TERMINAL METHOD. REPORTS OF THE MEASURED RESISTIVITY MUST BE SUBMITTED TO THE CONSTRUCTION MANAGER.

E. THE MAXIMUM RESISTANCE OF THE COMPLETED GROUNDING SYSTEM SHALL NOT EXCEED 5 OHMS ON ANY PART OF THE SYSTEM. IF DUE TO SOIL CONDITIONS OR OTHER PARAMETERS THIS MAXIMUM VALUE IS EXCEEDED, CONTACT THE ENGINEER FOR ADDITIONAL INSTRUCTIONS. GROUND BAR PLATES ARE TO BE MANUFACTURED EXACTLY AS DETAILED AND DIMENSIONED. DIMENSIONS TO BE ACCURATE TO 1/2".

F. ALL MOUNTING HARDWARE SHALL BE STAINLESS STEEL.

G. ALL BARE COPPER SURFACES SHALL BE COATED PRIOR TO LUGGING. JOINT COMPOUND SHALL BE KOPR-SHIELD BY THOMAS & BETTS.

H. CONNECTION OF CONDUCTORS BELOW GRADE TO GROUND RODS, GROUND RINGS, GROUND WELL, ETC., SHALL BE EXOTHERMIC TYPE WELDING CONNECTIONS "CADWELL".

I. CONNECTION OF CONDUCTORS ABOVE GRADE TO METALLIC OBJECTS OR IN HANDHOLES SHALL BE WITH PRESSURE TYPE CRIMP CONNECTORS, BOLTED CLAMPS, OR SPLIT BOLT CONNECTIONS WITH SOLID BRONZE HARDWARE. CADMIUM PLATED STEEL HARDWARE IS NOT ACCEPTABLE. CONNECTIONS TO INTERIOR HALO GROUND RING SHALL BE WITH 'C' CLAMPS. SOLID TO SOLID AND STRANDED CONDUCTORS REQUIRES TWO (2) CLAMPS. ALL 'C' CLAMPS REQUIRE INSTALLATION WITH THE CORRECT HYDRAULIC CLAMP TOOL.

SUPPORTS, HANGERS AND FOUNDATIONS

A. PROVIDE ALL SUPPORTS, HANGERS, BRACES, ATTACHMENTS, AND FOUNDATIONS REQUIRED FOR THE WORK. SUPPORT AND SET THE WORK IN A THOROUGHLY SUBSTANTIAL AND WORKMANLIKE MANNER WITHOUT PLACING STRAINS ON THE MATERIALS, EQUIPMENT, OR THE BUILDING STRUCTURE.

B. SUPPORTS, HANGERS, BRACES AND ATTACHMENTS SHALL BE STANDARD MANUFACTURED ITEMS OR FABRICATED STRUCTURAL STEEL SHAPES.

AS-BUILT DATA

A. CONTRACTOR SHALL PREPARE AND SUBMIT TO THE CONSTRUCTION MANAGER "AS-BUILT" DRAWINGS FOR CHANGES OR DEVIATIONS FROM CONTRACT DRAWINGS TO THE FOLLOWING:

1. SOURCE, ORIGIN, AND/OR ROUTING OF MAIN FEEDERS.
2. LOCATION OF MAJOR PIECES OF DISTRIBUTION EQUIPMENT SUCH AS KILOWATTHOUR METER AND MAIN FEEDER OVERCURRENT DEVICES.

IDENTIFICATION OF EQUIPMENT

A. MARK AND PERMANENTLY IDENTIFY ALL ELECTRICAL EQUIPMENT. IDENTIFICATION SHALL BE LAMINATED PLASTIC PLATES, BLACK WITH WHITE ENGRAVED LETTERS. USE 3/4" HIGH LETTERING. ATTACH PLATES WITH CHROME PLATED OR 316 STAINLESS STEEL SCREWS TO THE DEVICE. USE NOMENCLATURE ON DRAWINGS.

B. ALL EQUIPMENT SHALL BE MARKED WITH WARNING LABELS AND SIGNAGE AS REQUIRED BY THE NATIONAL ELECTRIC CODE, NFPA AND OTHER APPLICABLE STANDARDS.

ELECTRICAL LEGEND

(1)	SEE DRAWING NOTE OF SAME NUMBER
M	KILOWATTHOUR METER
	CONDUIT OR CABLE-UP, DOWN
	#2 AWG BARE, SOLID,TINNED COPPER CONDUCTOR - UNDERGROUND
	#2 AWG BARE, SOLID, TINNED COPPER CONDUCTOR ROUTING AS SHOWN ON DWG'S
	CONDUIT TERMINATED OR TRANSITION AS INDICATED IN PLAN
	STANDARD GROUND ROD -5/8"x10'-0"
P	UNDERGROUND CONDUIT, POWER
T	UNDERGROUND CONDUIT, TELCO
	EXOTHERMIC WELD OR MECHANICAL GROUND BOND
	INSPECTION SLEEVE
	GROUND ROD EXOTHERMICALLY WELDED TO BURIED GROUND RING

ABBREVIATIONS & SYMBOLS

A	- AMPERE
AFF	- ABOVE FINISHED FLOOR
AFG	- ABOVE FINISHED GRADE
AFR	- ABOVE FINISHED ROOF
AGB	- ANTENNA GROUND BAR
AHU	- AIR HANDLING UNIT
AIC	- AMPERES INTERRUPTING CURRENT
AWG	- AMERICAN WIRE GAUGE
BKR, CB	- CIRCUIT BREAKER
CAT	- CATALOG
C, COND.	- CONDUIT
CKT	- CIRCUIT
DWG	- DRAWING
EMT	- ELECTRICAL METALLIC TUBING
FSS	- FUSED SAFETY SWITCH
GFI	- GROUND FAULT INTERRUPTING
GRD	- GROUND
KVA	- KILOVOLT-AMPERES
MCB	- MAIN CIRCUIT BREAKER
MGB	- MAIN GROUND BAR
M.H.	- MOUNTING HEIGHT
M.L.O.	- MAIN LUG ONLY
NEC	- NATIONAL ELECTRICAL CODE
NEMA	- NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION
NETA	- NATIONAL ELECTRICAL TESTING ASSOCIATION
NFSS	- NON-FUSED SAFETY SWITCH
NIC	- NOT IN CONTRACT
NO.	- NUMBER
OCP	- OVER CURRENT PROTECTION
P.	- POLE
PVC	- POLYVINYL CHLORIDE
RGS	- RIGID GALVANIZED STEEL
SPST	- SINGLE POLE, SINGLE THROW
TYP.	- TYPICAL
V	- VOLTS
WP	- WEATHERPROOF
Ø	- PHASE

LOAD CALCULATIONS (DEMAND)

120/240V, SINGLE-PHASE, 200 AMP SERVICE

1 (100 AMP) BREAKER AT 24.0 KW

1 (60 AMP) BREAKER AT 14.4 KW

T-MOBILE	38.4 KW (CONN) 30.7 KW DEMAND

30.7 KW @ 240V WITH 0.85 PF = 150.5 AMPS

150.5 AMP ÷ 200 AMP = 0.75 OR 75% CAPACITY

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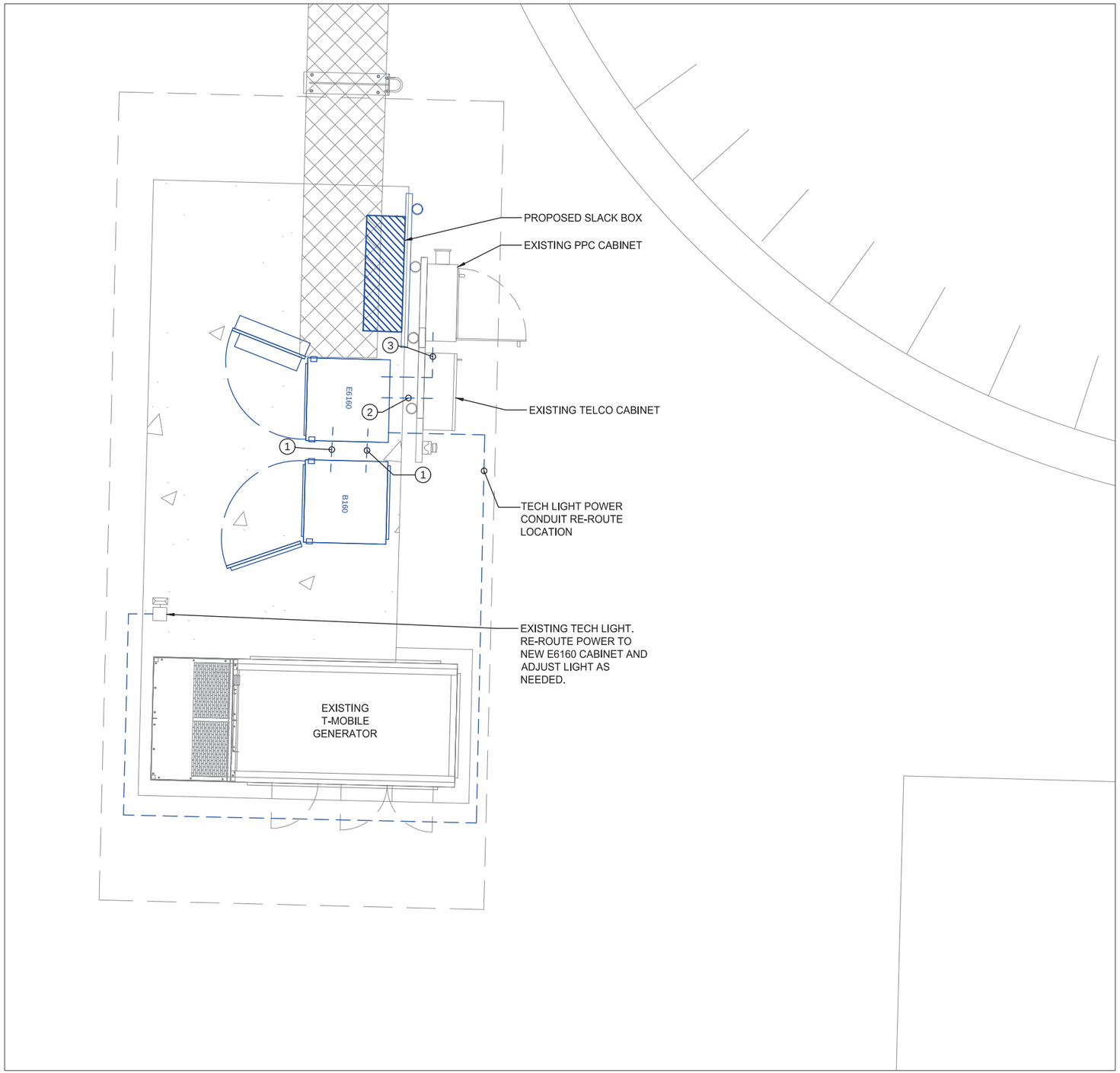
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SHEET TITLE
ELECTRICAL SPECIFICATIONS

SHEET
E-1

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POWER AND TELCO DRAWING NOTES

1. (2) 2" RIGID OR FLEX CONDUIT FROM E6160 TO B160.
2. 2" RIGID OR FLEX CONDUIT FROM FIBER PANEL TO E6160
3. 2" RIGID OR FLEX CONDUIT FROM POWER PANEL TO E6160
4. COORDINATE ALL REQUIREMENTS WITH LOCAL UTILITIES, PRIOR TO INITIATION OF CONSTRUCTION ACTIVITIES. PROVIDE CAREFUL EXCAVATIONS TO AVOID HITTING OR DAMAGING THE EXISTING UNDERGROUND WORK.

POWER & TELCO PLAN

NOT TO SCALE

N

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SHEET TITLE
POWER & TELCO PLAN

SHEET
E-2

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PANEL DESIGNATION: T-MOBILE

TYPE: LIGHTING AND APPLIANCE
MOUNTING: SURFACE
ENCLOSURE: NEMA 3R

SYSTEM: 120/240V, 1Ø, 3W, 20 CKT
MAIN BREAKER: 200A
MAIN BUS RATING: 200A
MIN, AIC RATING: 22K

LOCATION: T-MOBILE LEASE AREA
PANEL NOTES: EXISTING

CONNECTED LOAD (kVA)		BRIEF DESCRIPTION	FEEDER OR BRANCH CIRCUIT					POLE NO.	CIRC. NOTES	CIRC. NOTES	POLE NO.	CIRCUIT			BREAKER		BRIEF DESCRIPTION	CONNECTED LOAD (kVA)	
			BREAKER		CIRCUIT							COND.	GND	WIRE	POLES	AMPS			
A	B		AMPS	POLES	WIRE	GND	COND.											A	B
0.00		SURGE	60	2				1	3	3	2		#8	(3) #1	2	100	GENERATOR PLUG	0.00	
	0.00							3			4								0.00
7.50		ENCLOSURE 6160	200	2	(3) #3/0	#6	2"	5	3		6							0.00	
	7.50							7			8								0.00
2.4		TECH LIGHT	20	1	(2) #12	#12	3/4"	9	3		10							0.00	
	2.4	GFCI OUTLET	20	1	(2) #12	#12	3/4"	11	3		12								0.00
0.00								13			14							0.00	
	0.00							15			16								0.00
0.00								17			18							0.00	
	0.00							19			20								0.00
9.9	9.9								A	B	TOTAL							0.00	0.00
									9.9	9.9	19.8	CONNECTED LOAD (kVA)							
									9.9	9.9	19.8	DEMAND LOAD (kVA)							

DERATING FACTOR (80%)
DEMAND LOAD SIZING: 83 AMPS

CIRCUIT NOTES

1. PANEL SCHEDULE BASED ON INFO PROVIDED TO A&E. IF PANEL HAS DIFFERENT EXISTING LOADS THAN SHOWN, STOP WORK AND CONTACT EOR.
2. EXISTING CIRCUIT, KNOWN LOAD FOR LOAD CAPACITY ASSESSMENT.
3. PROPOSED CIRCUIT, KNOWN LOAD FOR LOAD CAPACITY ASSESSMENT.

PANEL SCHEDULE

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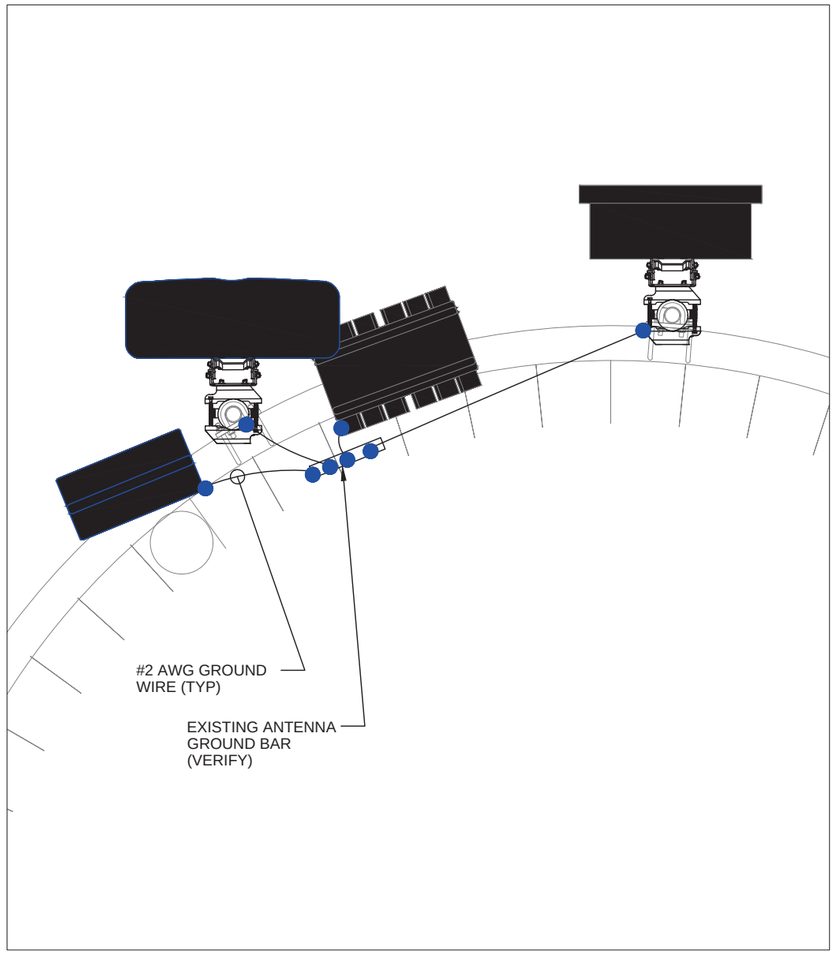
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PANEL SCHEDULE

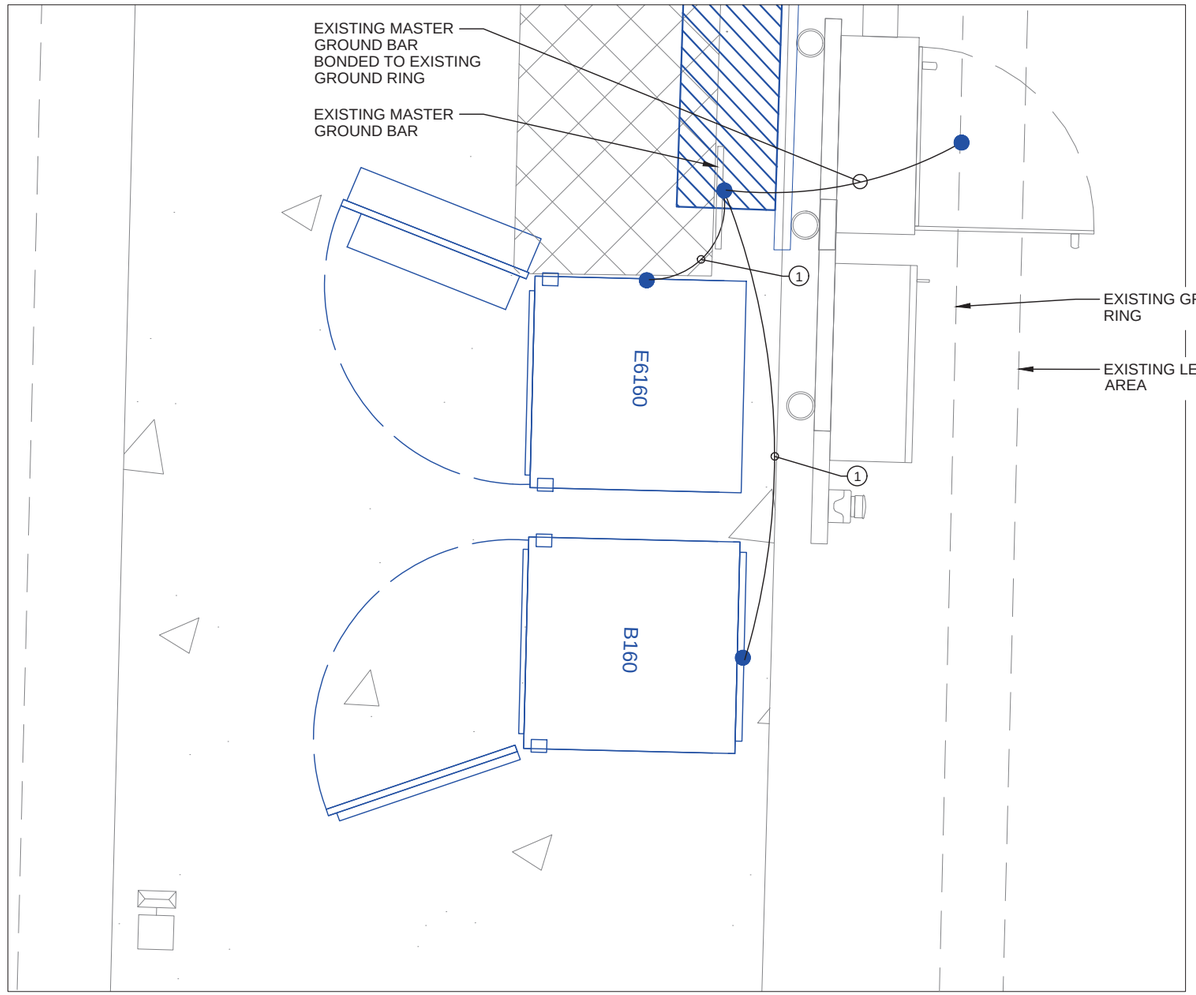
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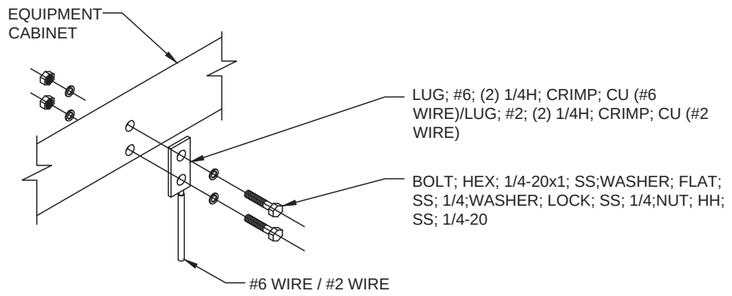
ANTENNA GROUNDING PLAN (TYP)

NOT TO SCALE



GROUNDING PLAN

NOT TO SCALE



EQUIPMENT CABINET BOND

NOT TO SCALE

GROUNDING KEY NOTES:

1. #2 AWG BARE, SOLID, TINNED COPPER CONDUCTOR FROM EQUIPMENT CABINET TO EXISTING GROUND BAR

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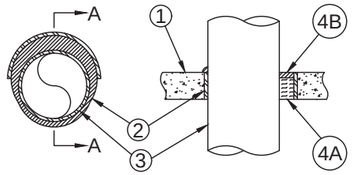
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SHEET TITLE
GROUNDING PLAN

SHEET
E-3

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SECTION A-A

System No. F-A-1028
F Rating - 2 Hr
T Rating - 0 Hr

1. FLOOR ASSEMBLY -- MIN 2-1/2 IN. THICK REINFORCED LIGHTWEIGHT OR NORMAL WEIGHT (100-150 PCF) CONCRETE. MAX DIAMETER OF OPENING IS 31-7/8 IN.

1A. FLOOR ASSEMBLY -- (OPTIONAL)-(NOT SHOWN)-THE FIRE RATED UNPROTECTED CONCRETE AND STEEL FLOOR ASSEMBLY SHALL BE CONSTRUCTED OF THE MATERIALS AND IN THE MANNER SPECIFIED IN THE INDIVIDUAL D900 SERIES DESIGNS IN THE UL FIRE RESISTANCE DIRECTORY AND AS SUMMARIZED BELOW.
   A. CONCRETE -- MIN 2-1/2 IN THICK REINFORCED LIGHTWEIGHT OR NORMAL WEIGHT (100-150 PCF) CONCRETE.
   B. STEEL FLOOR AND FORM UNITS* -- COMPOSITE OR NON-COMPOSITE MAX 3 IN. DEEP GALV STEEL FLUTED UNITS AS SPECIFIED IN THE INDIVIDUAL FLOOR-CEILING DESIGN. MAX DIAM OF OPENING IS 31-7/8 IN.

2. STEEL SLEEVE -- (OPTIONAL)- NOM 32 IN. DIAM (OR SMALLER) SCHEDULE 40 STEEL PIPE CAST OR GROUTED INTO FLOOR ASSEMBLY, FLUSH WITH FLOOR SURFACES.

2A. SHEET METAL SLEEVE -- (OPTIONAL) - MAX 6 IN. DIAM, MIN 26 GA GALV STEEL PROVIDED WITH A 26 GA GALV STEEL SQUARE FLANGE SPOT WELDED TO THE SLEEVE AT APPROX MID-HEIGHT AND SIZED TO BE A MIN OF 2 IN. LARGER THAN THE SLEEVE DIAM. THE SLEEVE IS TO BE CAST IN PLACE AND MAY EXTEND A MAX OF 4 IN. BELOW THE BOTTOM OF THE DECK AND A MAX OF 1 IN. ABOVE THE TOP SURFACE OF THE CONCRETE FLOOR.

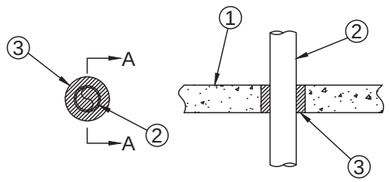
2B. SHEET METAL SLEEVE -- (OPTIONAL) - MAX 12 IN. DIAM, MIN 24 GA GALV STEEL PROVIDED WITH A 24 GA GALV STEEL SQUARE FLANGE SPOT WELDED TO THE SLEEVE AT APPROX MID-HEIGHT AND SIZED TO BE A MIN OF 2 IN. LARGER THAN THE SLEEVE DIAM. THE SLEEVE IS TO BE CAST IN PLACE MAY EXTEND A MAX OF 4 IN. BELOW THE BOTTOM OF THE DECK AND A MAX OF 1 IN. ABOVE THE TOP SURFACE OF THE CONCRETE FLOOR.

3. THROUGH PENETRANTS -- ONE METALLIC PIPE, CONDUIT OR TUBING TO BE INSTALLED CONCENTRICALLY WITHIN THE FIRESTOP DEVICE. PIPE, CONDUIT OR TUBING TO BE RIGIDLY SUPPORTED ON BOTH SIDES OF FLOOR ASSEMBLY. THE ANNULAR SPACE BETWEEN PIPE CONDUIT OR TUBING AND THE PERIPHERY OF THE OPENING SHALL BE MIN 0 IN. (POINT CONTACT) TO MAX 1-7/8 IN. THE FOLLOWING TYPES OF PIPE, CONDUIT OR TUBING MAY BE USED.
   STEEL PIPE -- NOM 30 IN. DIAM (OR SMALLER) SCHEDULE 10 (OR HEAVIER) STEEL PIPE.
   IRON PIPE -- NOM 30 IN. DIAM (OR SMALLER) CAST OR DUCTILE IRON PIPE.
   CONDUIT -- NOM 6 IN. DIAM (OR SMALLER) RIGID STEEL CONDUIT.
   CONDUIT -- NOM 4 IN. DIAM (OR SMALLER) STEEL ELECTRICAL METALLIC CONDUIT.
   COPPER TUBING -- NOM 6 IN. DIAM (OR SMALLER) TYPE L (OR HEAVIER) COPPER TUBING.
   COPPER PIPE -- NOM 6 IN. DIAM (OR SMALLER) REGULAR (OR HEAVIER) COPPER PIPE.

4. FIRESTOP SYSTEM -- THE FIRESTOP SYSTEM SHALL CONSIST OF THE FOLLOWING:
   A. PACKING MATERIAL -- MIN 2 IN THICKNESS OF MIN 4 PCF MINERAL WOOL BATT INSULATION TIGHTLY PACKED INTO THE OPENING AS A PERMANENT FORM. PACKING MATERIAL TO BE RECESSED FROM TOP SURFACE OF FLOOR AS REQUIRED TO ACCOMMODATE THE REQUIRED THICKNESS OF FILL MATERIAL.
   B. FILL, VOID OR CAVITY MATERIALS* - SEALANT -- MIN 1/2 IN. THICKNESS OF FILL MATERIAL APPLIED WITHIN THE ANNULUS, FLUSH WITH TOP SURFACE OF FLOOR. AT POINT CONTACT, A MIN 1/2 IN. DIAM BEAD OF FILL MATERIAL SHALL BE APPLIED AT THE CONCRETE/SLEEVE/PIPE INTERFACE ON TOP SURFACE OF FLOOR. HILTI CONSTRUCTION CHEMICALS, DIV OF HILTI INC -- FS-ONE SEALANT

*BEARING THE UL CLASSIFICATION MARK

CONCRETE FLOOR ASSEMBLY



System No. F-A-2058
F Rating - 2 Hr
T Rating - 0 Hr

SECTION A-A

1. FLOOR ASSEMBLY — MIN 2-1/2 IN. THICK REINFORCED LIGHTWEIGHT OR NORMAL WEIGHT (100-150 PCF) CONCRETE. MAX DIAM OF OPENING IS 4 IN.

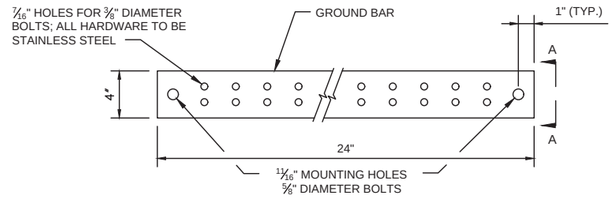
1A. FLOOR ASSEMBLY — (OPTIONAL — NOT SHOWN) — THE FIRE-RATED UNPROTECTED CONCRETE AND STEEL FLOOR ASSEMBLY SHALL BE CONSTRUCTED OF THE MATERIALS AND IN THE MANNER SPECIFIED IN THE INDIVIDUAL D900 SERIES DESIGNS IN THE UL FIRE RESISTANCE DIRECTORY AND AS SUMMARIZED BELOW:
   A. CONCRETE — MIN 2-1/2 IN. THICK REINFORCED LIGHTWEIGHT OR NORMAL WEIGHT (100-150 PCF) CONCRETE.
   B. STEEL FLOOR AND FORM UNITS* — COMPOSITE OR NON-COMPOSITE MAX 3 IN. DEEP GALV STEEL FLUTED UNITS AS SPECIFIED IN THE INDIVIDUAL FLOOR-CEILING DESIGN. MAX DIAM OF OPENING IS 4 IN.

2. THROUGH PENETRANTS — ONE NONMETALLIC PIPE TO BE INSTALLED CONCENTRICALLY OR ECCENTRICALLY WITHIN THE FIRESTOP SYSTEM. ANNULAR SPACE BETWEEN PIPE OR CONDUIT AND EDGE OF OPENING TO BE MIN 3/8 IN. AND MAX 1 IN. PIPE TO BE RIGIDLY SUPPORTED ON BOTH SIDES OF FLOOR-CEILING ASSEMBLY. THE FOLLOWING TYPES AND SIZES OF NONMETALLIC PIPES OR CONDUITS MAY BE USED:
   A. POLYVINYL CHLORIDE (PVC) PIPE — NOM 2 IN. DIAM (OR SMALLER) SCHEDULE 40 SOLID OR CELLULAR CORE PVC PIPE FOR USE IN CLOSED (PROCESS OR SUPPLY) OR VENTED (DRAIN, WASTE OR VENT) PIPING SYSTEMS.
   B. CHLORINATED POLYVINYL CHLORIDE (CPVC) PIPE — NOM 2 IN. DIAM (OR SMALLER) SDR17 CPVC PIPE FOR USE IN CLOSED (PROCESS OR SUPPLY) OR VENTED (DRAIN, WASTE OR VENT) PIPING SYSTEMS.

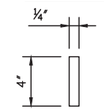
3. FILL, VOID OR CAVITY MATERIALS*-SEALANT — MIN 2-1/2 IN. THICKNESS OF SEALANT APPLIED WITHIN ANNULAR SPACE, FLUSH WITH TOP SURFACE OF FLOOR.
   HILTI CONSTRUCTION CHEMICALS, DIV OF HILTI INC — FS-ONE SEALANT

*BEARING THE UL CLASSIFICATION MARK

CONCRETE FLOOR ASSEMBLY- NON-METALLIC PIPE



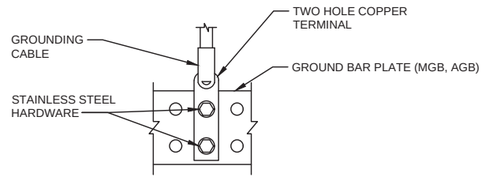
ELEVATION



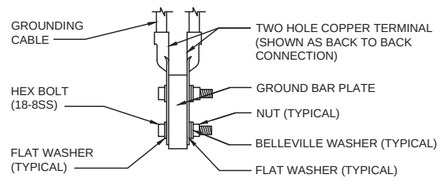
SECTION 'A-A'

NOTE: CONTRACTOR SHALL FIELD DRILL HOLES AS REQUIRED TO MATCH LUG DIMENSIONS AND NUMBER OF CONNECTIONS. FIELD COORDINATE WITH CONSTRUCTION MANAGER.

ANTENNA MOUNT AND MAIN GROUND BAR



ELEVATION



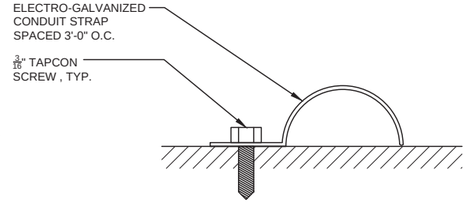
SECTION 'A-A'

NOTES:

'DOUBLING UP' OR 'STACKING' OF CONNECTIONS IS NOT PERMITTED. OXIDE - INHIBITING JOINT COMPOUND TO BE USED ON ALL CONNECTIONS. BACK TO BACK CONNECTIONS SHALL BE USED ONLY WHEN NUMBER OF CONNECTIONS TO FRONT OF BAR EXCEEDS NUMBER OF AVAILABLE SPACES.

FOR LUG TO STEEL - INSERT LOCK WASHER BETWEEN LUG & STEEL.

TYPICAL GROUND BAR PLATE CONNECTIONS



CONDUIT STRAP DETAIL

REVISIONS			
NO.	DATE		BY:
A	10/03/24	90% SUBMITTAL	AV
B	08/27/25	REVISED PLANS WITH NEW RFDS	AV
0	10/01/25	100% SUBMITTAL	LA
1	10/02/25	ADDED NOTES AS REQUESTED	LA

DRAWN BY: AV
CHECKED BY: LV
APPROVED BY: JF

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BRADENTON, FLORIDA 34208

ENGINEER:
JAMES T. FENNELL, PE
FL LICENSE NO. 63808

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SCALE: AS NOTED
DATE: 09/30/24
KCI JOB NUMBER: 00040736_010

SHEET TITLE
ELECTRICAL DETAILS

SHEET
E-4