AGENDA
BRADENTON CITY COUNCIL MEETING
8:30 a.m. Wednesday, June 10, 2026
CITY HALL COUNCIL CHAMBERS - 101 OLD MAIN STREET

REVISED AGENDA

1. INVOCATION & PLEDGE

Pastor Don Sturiano with Kingdom Life Christian Church

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

2. MEETING CALLED TO ORDER

3. PROCLAMATIONS

a) Legislative: National Garden Week
National Garden Week Proclamation
b) Legislative: World Elder Abuse Awareness Day
World Elder Abuse Awareness Day Proclamation

4. PRESENTATIONS

a) Legislative: Bradenton Area Economic Development Corporation (EDC) Update

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) City Administration: Memorandum of Agreement Between the Florida Division of Emergency Management (FDEM) and the City of Bradenton PB DEM-D0003 with Everbridge, Inc. for Emergency Alert Services
Memorandum of Agreement
b) City Administration: Resolution 26-53 - Revised Surplus Property Inventory List
Resolution 26-53
c) Clerk: Minutes from the May 6, 2026, City Council Workshop
05-6-2026 City Council Workshop Minutes

d) Clerk: Minutes from the May 13, 2026, City Council Meeting
05-13-2026 City Council Meeting Minutes

e) Legislative: Adopt-A-Shore Marine Debris/Litter Removal Agreement with Teen Court Program
Adopt-A-Shore Litter Removal Agreement

f) Planning & Community Development: Budget Adjustment BA26-04
Budget Adjustment BA26-04

g) Planning & Community Development: Resolution 26-50 - Amending Building Permit Fees
Resolution 26-50
Memorandum from Matthew Rush, Building Official

h) Public Works & Utilities: Addition of an inDENSE Gravimetric Selector at the Wastewater Treatment Facility (WWTF) - Florida Department of Environmental Protection (FDEP) In-Kind Project
Sole/Single Source Justification Form

i) Public Works & Utilities: Change Order No. 8 for the Water Reclamation Facility (WRF) 4th Clarifier
Change Order No. 8 for WRF 4th Clarifier

j) Public Works & Utilities: Utility Easement and Right-of-Way Dedication at 2nd Street East and 5th Avenue Drive East
Utility Easement
Right-of-Way Deed
Partial Release of Mortgage

k) Public Works & Utilities: Work Assignment for Tropicana Reuse Tank Modification - In-Kind Project
Work Assignment for Tropicana Reuse Tank Modification - In-Kind Project

l) Purchasing: Agreement for Professional Engineering and Technical Services for Sanitary Pipe and Manhole Lining with Kimley-Horn and Associates, Inc.
Agreement for Engineering and Technical Services for Sanitary Pipe and Manhole Lining

m) Purchasing: Design-Build Agreement for Progressive Design-Build Services for Lift Station 8 Relocation and Collection System Improvements, Phase 1 with Woodruff & Sons, Inc.
Design Build Agreement with Woodruff & Sons, Inc.

n) Purchasing: Fourth Contract Extension of PB-22-042MK with Biosafe Systems, Inc.
Fourth Contract Extension of PB-22-042MK with Biosafe Systems, Inc.

7. BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

a) Planning & Community Development: **Quasi-Judicial:** Resolution 26-41 - PUBLIC HEARING
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON GRANTING SPECIAL USE PERMIT PLN-SUP-26-0008 APPROVING CONSTRUCTION OF A PRIVATE DOCK EXTENDING 426 FEET IN TOTAL LENGTH AND 162 LINEAR FEET FROM THE SHORELINE OF PROPERTY LOCATED AT 1215 50TH STREET COURT EAST, BRADENTON, FLORIDA (PARCEL ID NO. 1127249751), WITH A 5-FOOT REDUCTION FROM THE SIDE SETBACK REQUIREMENT OF 10 FEET; AS MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. APPLICATION FILED BY MARK PARSONS OF DUNCAN SEAWALL, DOCK AND BOAT LIFT, LLC (AGENT) FOR DON BARRY JACKSON JR. AND CATHERINE FREELEY (OWNERS).

Resolution 26-41
Staff Report
Application Materials
DEP Permit

b) Legislative: ORDINANCE 4077 - SECOND READING AND PUBLIC HEARING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, PROPOSING AN AMENDMENT TO THE BRADENTON CITY CHARTER; PROPOSING A CHARTER AMENDMENT TO SECTION 8 OF THE CITY CHARTER TO REMOVE THE DESIGNATION OF THE MAYOR AS THE "EX OFFICIO PRESIDENT OF THE COUNCIL," TO REMOVE THE MAYOR'S RIGHT TO CAST A VOTE IN THE EVENT OF A TIE, AND TO PROVIDE THAT THE MAYOR IS NOT A MEMBER OF THE CITY COUNCIL; CALLING FOR A REFERENDUM ON THE PROPOSED AMENDMENT TO THE CHARTER TO BE HELD AT THE GENERAL ELECTION ON NOVEMBER 3, 2026; PROVIDING THE BALLOT TITLE AND BALLOT SUMMARY FOR THE REFERENDUM; PROVIDING FOR DIRECTION TO THE CITY CLERK AND COORDINATION WITH THE MANATEE COUNTY SUPERVISOR OF ELECTIONS; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.
Ordinance 4077
Business Impact Estimate for Ordinance 4077

c) Legislative: ORDINANCE 4078 - SECOND READING AD PUBLIC HEARING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, PROPOSING AN AMENDMENT TO THE BRADENTON CITY CHARTER; PROPOSING A CHARTER AMENDMENT TO ADD A SECTION 14 TO THE CITY CHARTER TO PROVIDE FOR TERM LIMITS FOR THE MAYOR AND COUNCIL MEMBERS; CALLING FOR A REFERENDUM ON THE PROPOSED AMENDMENT TO THE CHARTER TO BE HELD AT THE GENERAL ELECTION ON NOVEMBER 3, 2026; PROVIDING THE BALLOT TITLE AND BALLOT SUMMARY FOR THE REFERENDUM; PROVIDING FOR DIRECTION TO THE CITY CLERK AND COORDINATION WITH THE MANATEE COUNTY SUPERVISOR OF ELECTIONS; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.
Ordinance 4078

Business Impact Estimate for Ordinance 4078

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

a) City Administration: Resolution 26-54 - Ironwood Condominiums Water Main Replacement Project Initial Assessment
Resolution 26-54

b) City Administration: Public Works Masterplan Professional Design Services Agreement for Phase 1
Revised Master Plan

c) City Administration: Agreement 26-031EJ for Water Reclamation Facility and Collection System Facilities Plan

d) City Administration: Agreement 26-030EJ for Water Treatment Plan and Distribution System Facilities Plan

e) City Administration: Second Amendment to Purchase and Sale Agreement and Land Use Restriction Agreement between the Community Redevelopment Agency (CRA) and PHBGF Ventures, LLC for 1404 14th Street West, 1424 14th Street West, and 1444 14th Street West
Second Amendment to Purchase and Sale Agreement
Memorandum from Jeff Burton, CRA Executive Director

f) City Administration: Second Amendment to Purchase and Sale Agreement between City of Bradenton and PHBGF Ventures, LLC
Second Amendment to Purchase and Sale Agreement
Memorandum from Jeff Burton, CRA Executive Director

9. UNFINISHED BUSINESS

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: June 10, 2026

SUBMITTED BY: Kelly Thomas, Legislative

ITEM TYPE: Proclamation

AGENDA SECTION: PROCLAMATIONS

SUBJECT: National Garden 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 Garden 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 Garden Week
June 7-13, 2026

Whereas, gardeners have a passion for nurturing the beauty and resources of the earth through the planting of seeds, the care of all plants and the riches of their efforts; and

Whereas, gardeners seek to add beauty, splendor, fragrance and nutrition to our lives though the growing of herbs, vegetables, foliage and flowers; and

Whereas, gardeners work to preserve our country's traditional spirit of independence and initiative through innovation and hard work; and

Whereas, gardeners advocate the importance of all creatures, large and small, that share our world and their roles in a balanced and productive ecology; and

Whereas, gardening furnishes a challenging and productive activity for our citizens, for those just learning as well as those having years of experience; and

Whereas, gardening promotes a healthy lifestyle that lasts a lifetime, helps reduce stress from other areas of our life, teaches that rewards can come from diligent efforts; and

Whereas, gardening enables members of Garden Clubs across the nation and the world to make a world of difference in the communities where they reside and work.

Now, Therefore Be It Resolved that, I, Gene Brown, as Mayor of the City of Bradenton, Florida, do hereby proclaim June 7-13, 2026, as ***National Garden Week*** in Bradenton, and acknowledge the importance of gardening and the numerous contributions of gardeners and National Garden Clubs.

Gene Brown
Mayor
June 10, 2026

AGENDA ITEM NO. 3.b

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: June 10, 2026

SUBMITTED BY: Kelly Thomas, Legislative

ITEM TYPE: Proclamation

AGENDA SECTION: PROCLAMATIONS

SUBJECT: World Elder Abuse Awareness 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:
World Elder Abuse Awareness 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

World Elder Abuse Awareness Day
June 15, 2026

Whereas, City of Bradenton seniors are valued, contributing members of our society, and it is our collective responsibility to ensure they can age with dignity and peace of mind; and

Whereas, according to the FBI, elderly victims in the United States lost over 7.7 billion dollars to scams in 2025, and as a result, the Bradenton Police Department is proudly taking an active role in education and investigative resources to stem this epidemic; and

Whereas, the City of Bradenton recognizes the importance of protecting our most vulnerable citizens, prioritizing the prevention of elder abuse, and raising awareness to create a better understanding of abuse and neglect of older adults and their rights; and

Whereas, eliminating abuse of older persons is a community responsibility, and the City of Bradenton urges all residents to join us in this global movement to promote a safer community for our elder citizens so they can live their golden years with the security and dignity they deserve; and

Whereas, it is imperative to enhance efforts to prevent elder abuse, including financial exploitation, neglect and other forms of mistreatment, by providing education, resources and support to older adults and their caregivers.

Now, Therefore Be It Resolved that, I, Gene Brown, as Mayor of the City of Bradenton, Florida, do hereby proclaim ***June 15, 2026,*** as ***World Elder Abuse Awareness Day,*** and encourages all citizens to recognize and celebrate older adults and their ongoing contributions to the success and vitality of our City.

Gene Brown
Mayor
June 10, 2026

AGENDA ITEM NO. 4.a

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: June 10, 2026

SUBMITTED BY: Tamara Melton, Legislative

ITEM TYPE: Presentation

AGENDA SECTION: PRESENTATIONS

SUBJECT: Bradenton Area Economic Development Corporation (EDC) Update

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:

AGENDA ITEM NO. 6.a

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: June 10, 2026

SUBMITTED BY: Corey Fortin, City Administration

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Memorandum of Agreement Between the Florida Division of Emergency Management (FDEM) and the City of Bradenton PB DEM-D0003 with Everbridge, Inc. for Emergency Alert Services

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City is currently under contract with OnSolve ("CodeRed") for the provision of emergency alert notifications to residents. In November of 2025 a data breach occurred within the CodeRed system. City Administration was concerned about the CodeRed security breach and the possibility of recurring breaches. In reviewing alternatives, the City has learned that municipalities can enter into a Memorandum of Agreement with the Florida Department of Emergency Services ("FDEM") to piggyback on their contract with Everbridge, Inc. to provide similar emergency alert notifications at no cost.

The attached Memorandum of Agreement is the form required by FDEM to be signed and returned to them for legal review prior to moving forward with the process. City Administration recommends approval of this Memorandum of Agreement as it will be a cost savings to the City for these services; and will alleviate City Administration's concerns about future data insecurities.

FINANCIAL IMPACT:
A substantial savings to the City annually of approximately $18,000.00.

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

SUGGESTED MOTION:
Motion to approve the Memorandum of Agreement with FDEM and authorize execution by the Mayor.

ATTACHMENTS:
Memorandum of Agreement

MEMORANDUM OF AGREEMENT
BETWEEN THE FLORIDA DIVISION OF EMERGENCY MANAGEMENT AND THE CITY OF BRADENTON

This Memorandum of Agreement (the "Agreement") is made and entered into by the Florida Division of Emergency Management (hereinafter referred to as "FDEM") and the City of Bradenton (hereinafter referred to as the "Subdivision"), (hereinafter collectively referred to as the "Parties").

WHEREAS, Section 252.35(2)(a)(6), Florida Statutes, requires FDEM to establish a system of communications and warning to ensure that the state's population and emergency management agencies are warned of developing emergency situations and can communicate emergency response decisions; and,

WHEREAS, FDEM has executed contract DEM-D0003/RFQ-DEM-18-19-021 ("Contract") with Everbridge, Inc. (hereinafter referred to as the "Contractor") for the provision of Statewide alert and mass notification services in support of its AlertFlorida Initiative, (hereinafter referred to as the "notification system"); and,

WHEREAS, FDEM is funding and providing the notification system at no local cost to eligible subdivisions for the term of July 1, 2019 renewed through June 30, 2029 in accordance with Contract Amendment No.2, and subsequent Contract renewals (if any), contingent upon an annual appropriation by the Florida Legislature; and,

WHEREAS, Section 252.38, Florida Statutes, establishes Emergency Management powers of political subdivisions and constructs safeguarding the life and property of its citizens as an innate responsibility of the governing political body of each political subdivision of the State; and,

WHEREAS, the Subdivision desires to utilize the notification system provided by FDEM to transmit alerts, notifications, and other authorized public safety messaging to residents, businesses, and visitors located in or transiting through their political subdivision, while performing its powers under section 252.38, Florida Statutes.

NOW, THEREFORE, in consideration of the cooperative effort between the Parties contained herein, the Parties agree as follows:

1. TERM OF AGREEMENT

This Agreement is effective on the date of execution by the last-signing party and shall remain in effect for the duration of services provided under contract DEM-D0003, and shall automatically renew as long as FDEM continues to provide this contractual service to eligible entities defined in this and subsequent contracts.

2. DUTIES AND RESPONSIBILITIES

A. Division of Emergency Management

FDEM:

I. Has assigned a contract manager for the notification system pursuant to section 287.057(15)(a), Florida Statutes, who will enforce the performance of the contract terms and conditions and serve as a liaison with the Contractor.

II. Reserves the right to access any political subdivision's account or organization in the system for purposes of contract management, and to monitor system activity and usage.

III. Will limit the number of personnel with high-level administrative access credentials to the system and will take reasonable efforts to prevent the unauthorized disclosure of contact information protected under section 119.071(5)(j), Florida Statutes.

IV. Reserves the right to launch a statewide notification to all available "opt-in" contact data in the system resulting from a catastrophic natural or technological disaster, a widespread public health emergency, an imminent or actual attack of a foreign military power, or a similar emergency where a delay to coordinate locally-initiated notifications would endanger the health and safety of the State's population.

V. Reserves the right to require certain notification subscription options be set to "mandatory" in a subdivision's public-facing opt-in portal, including:
   a. Tornado Warnings
   b. Flash Flood Warnings
   c. Hurricane Warnings
   d. Statewide Notifications
   e. Countywide Notifications

VI. Will, upon termination of the Contract, distribute the system's recipient contact data to the Subdivision as specified in Minimum Support Requirement number eight of the Contract's Scope of Work.

B. CITY OF BRADENTON

The Subdivision:

I. Acknowledges the terms and conditions of FDEM's Contract, which is attached hereunto, and agrees to abide by the applicable terms thereof, specifically, the Contractor's End User License Agreement, incorporated in the Contract as Exhibit "C" and the Contractor's Acceptable Use Policy, available via https://www.everbridge.com/about/legal/acceptable-use-policy/

II. Agrees to place a "powered by AlertFlorida" icon that shall encompass no greater or less than 10% of the banner image of the Subdivision's public-facing opt-in portal(s) for continuity with statewide branding.

III. Acknowledges the following authorized uses of the system and agrees to limit use of the system to those uses, defined by FDEM as the following categories of notifications:

a. Population protective actions, such as evacuation orders, shelter-in-place warnings, boil water notices, and similar actions;
b. Emergency preparedness and response information, such as the availability of sand bag stations for flood-fighting efforts, notification of planned or anticipated disruption of municipal services & municipal or commercial utilities, the establishment of emergency shelters, implementation of curfews and other law enforcement security measures, the designation of security zones around specific planned events, the establishment of keywords for event-specific messaging, and other similar messaging that conveys a change in the Subdivision's steady-state operational posture;
c. Disaster recovery information, such as the location of disaster recovery centers, availability of voluntary agency or governmental disaster recovery assistance, and updates on debris clearance and the allowance of re-entry into a portion of the Subdivision impacted by a disaster.
d. Emergency preparedness exercises, including operational tests of notification capability and public notification of functional or full-scale public safety and emergency management exercises occurring within the jurisdiction.
e. Law enforcement searches, for a missing person or a manhunt for escaped convicts or suspects evading arrest.
f. Automated weather warnings, provided by the National Weather Service.
g. Notification and recall of Subdivision employees, contractors, and other response partners, that support the activation of the Subdivision's Emergency Operations Center or supplement the staffing of existing public safety response and recovery functions, including the staffing of specialty response teams.

IV. Acknowledges that while the Contract provides access to Integrated Public Alert and Warning System (IPAWS) and Emergency Alert System (EAS) initiation features, FDEM will NOT approve requests for Collaborative Operating Group (COG) licenses that originate from political subdivisions below the COUNTY level, as the alerting systems accessible through IPAWS are capable of transmitting alerts across jurisdictional boundaries.

V. Agrees to make a reasonable effort to supply FDEM with requested information about any existing or recent local contracts for mass notification services, for the purpose of developing quantitative cost impact and qualitative notification capability measures in support of legislative budget requests for continued funding of the initiative.

VI. Agrees to develop a written Standard Operating Procedure (SOP) that governs access to and use of the notification system within the

Subdivision, to include, at minimum, the following topics:

a. Defining the local organization administrator(s);
b. Defining procedures for requesting administrative access within the jurisdiction and the training requirements for granting such access;
c. Establishing a message drafting and approval process;
d. Discussing the difference between "opt-in" and "opt-out" contact data, limiting the use of "opt-out" data to imminent or actual life-threatening emergencies, and considering the time of day when initiating notifications that use "opt-out" data; and,
e. Specifying the responsibility and frequency of periodically reviewing all administrative user accounts within the County's organization(s) to validate the continued relationship and need for access of each current user.

The SOP must be developed within sixty (60) days of the effective date of this Agreement and is subject to review by FDEM at any time during the Agreement.

VII. Acknowledges that the Contractor provides additional notification system capabilities and services which are <u>not</u> covered under FDEM's Contract for the notification system (hereinafter referred to as "non-covered services"). If the Subdivision desires to enhance their notification capabilities by adding non-covered services to their organization(s), then the Subdivision will be responsible for any additional costs incurred as a result of adding those services, plus any costs arising from technical support of the non-covered services, payable directly to the Contractor. The Subdivision will notify FDEM of its intent to add non-covered services prior to deployment, and will provide an additional notification after deployment, with the intent of maintaining visibility on the Contractor's provision of support and maintenance on covered features.

3. POINTS OF CONTACT

The Parties shall direct all matters arising in connection with the performance of this Agreement to the attention of the respective contact person(s) named below for resolution or action:

For FDEM:	**For City of Bradenton:**
Woody Harvey	NAME: Rob Perry
AlertFlorida Contract Manager	TITLE: City Administratior
2555 Shumard Oak Boulevard	101 Old Main Street
Tallahassee, Florida 32399	Bradenton, FL 34205
Telephone: 850-591-7939	Telephone: 941-932-9442
Email: Woodham.Harvey@em.myflorida.com	Email: Rob.Perry@bradentonfl.gov

4. TERMINATION OF AGREEMENT

The Parties may terminate this Agreement at any time upon thirty (30) days' written notice to the contact person(s) specified herein.

5. LIABILITY

Each Party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. Nothing contained herein shall constitute a waiver by either Party of its sovereign immunity or the provisions of section 768.28, Florida Statutes. Nothing herein shall be construed as consent by either Party to be sued by third parties.

6. ATTACHMENTS

The following attachments are incorporated hereunto by reference:

A. Attachment 1 – Definitions

B. Attachment 2 – Contract DEM-D0003 between FDEM and the Contractor.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives on the dates appearing beneath their respective signatures.

FLORIDA DIVISION OF EMERGENCY MANAGEMENT

By: _____

_____

_____
Date

CITY OF BRADENTON

By: _____
Gene Brown, Mayor

_____
Date

Attest: _____
Tamara Melton, City Clerk

Attachment 1 – Definitions

Account – An account is the access point to the web-based Everbridge Mass Notification Solution which is an integrated component of Everbridge's Unified Critical Communication Suite ("Everbridge Platform"). Accounts are segmented into Organizations and are typically segmented further into numerous groups.

Contact – Individuals who may receive notifications from or through the notification system, including any individual person who provides their personal contact information through an opt-in portal.

Opt-In – The process whereby a contact subscribes to receive notifications through an organization-specific web portal, or by sending the Subdivision's keyword(s) or zip code(s) to an established SMS short code.

Opt-Out – Contact and address point data loaded into the Everbridge Platform by a political subdivision without the intervention of the contact.

Organization – In the Everbridge Platform, an organization ("Org") contains a contact database and the capability to send notifications. Each Org has a mapping feature that allows users to send notifications based on registered locations of contacts. Orgs can be configured with a variety of settings and users can view and create numerous reports.

User – Individuals assigned roles and granted permission to manage users, manage contacts and groups, edit settings, and/or send notifications within the Everbridge Platform.

AGENDA ITEM NO. 6.b

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: June 10, 2026

SUBMITTED BY: Corey Fortin, City Administration

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 26-53 - Revised Surplus Property Inventory List

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
This Resolution is to update the surplus property inventory list for the City. In October of 1989 the parcel that is being added was purchased for land spreading/sludge disposal operation for the City. The property has never been used for this purpose.

The City entered into a 50-year Ground Lease, with four additional ten (10) year extensions with the School Board of Manatee County for the construction and operation of a Public Safety Training Facility for the Manatee Technical College Law Enforcement Academy which encompasses 70 acres of the Parcel; and includes a 5.29 acre access parcel that will need to be retained.

City Administration has determined that the remaining 578.17+/- acre parcels is no longer needed for a public purpose by the City and it is appropriate to add this remaining parcel to the surplus inventory property list at this time.

FINANCIAL IMPACT:
This will be dependent on any offers received for the purchase of this 578+/- acres of property.

ATTORNEY REVIEW/RECOMMENDATION:
Approved by Blalock Walters.

SUGGESTED MOTION:
Motion to approve Resolution 26-53.

ATTACHMENTS:
Resolution 26-53

CITY OF BRADENTON
RESOLUTION NUMBER 26-53

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, ADOPTING A REVISED INVENTORY LIST IDENTIFYING CITY PROPERTY DEEMED SURPLUS, AND TO BE MADE PUBLICLY AVAILABLE FOR DISPOSITION; PROVIDING FOR REPEAL OF RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, after consideration by City Council of potential surplus properties at the October 11, 2023, council meeting, the city administration department recommended an inventory list of property declared as surplus and to be made publicly available on its website, and the City Council approved Resolution 23-44 adopting an inventory list that was made publicly available on the City's website; and

WHEREAS, City Council approved and adopted Resolution 25-76 revising the inventory list at the August 13, 2025, City Council meeting; and

WHEREAS, at the January 14, 2026, City Council meeting, City Council approved the sale of a property on the City's inventory list located at 2104 12th Avenue West, which sale was completed on January 30, 2026; and

WHEREAS, at the February 25, 2026, City Council meeting, City Council approved the addition of the parcel located at 2115 9th Street East to the Surplus Property Inventory List; and

WHEREAS, the City Administration Department has identified the parcel located at 38626 Taylor Road, Myakka City as an additional City-owned parcel that may not be needed for public purposes (the "Parcel"); and

WHEREAS, the Parcel was originally purchased on October 19, 1989, as a land spreading/sludge disposal operation for the City; and

WHEREAS, the City entered into a 50-year Ground Lease, with four additional ten (10) year extensions with the School Board of Manatee County for the construction and operation of a Public Safety Training Facility for the Manatee Technical College Law Enforcement Academy which encompasses 70 acres of the Parcel; and includes a 5.29 acre access parcel; and

WHEREAS, the City Administration Department has since determined that the remainder of the 653.46 acre Parcel is no longer needed for a public purpose by the City, and it is appropriate to add the remaining 578.17 +/- acre Parcel to the surplus property inventory list; and

WHEREAS, the City wishes to approve the attached inventory list of real property within the City to which the City holds fee simple title declared as surplus, but that is not appropriate for use as affordable housing.

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

1. The City of Bradenton hereby approves and adopts the inventory list attached as Exhibit "A" as surplus, repealing and replacing the inventory list adopted pursuant to Resolution 26-23 and directs City staff to make the list publicly available for disposition.
2. The real properties identified in the inventory list attached as Exhibit "A" may be offered for sale, subject to the discretion of the City Council to consider any offers received in the best interests of the City and to reject any and all offers.
3. This Resolution shall repeal and replace Resolution 26-23 and all other prior resolutions, or portions thereof, in conflict herewith, to the extent of such conflict.
4. 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 10TH DAY OF JUNE, 2026.

ATTEST:

_____
Tamara Melton
CITY CLERK

_____
Gene Brown
MAYOR

APPROVED AS TO FORM:

_____
Scott Rudacille
CITY ATTORNEY

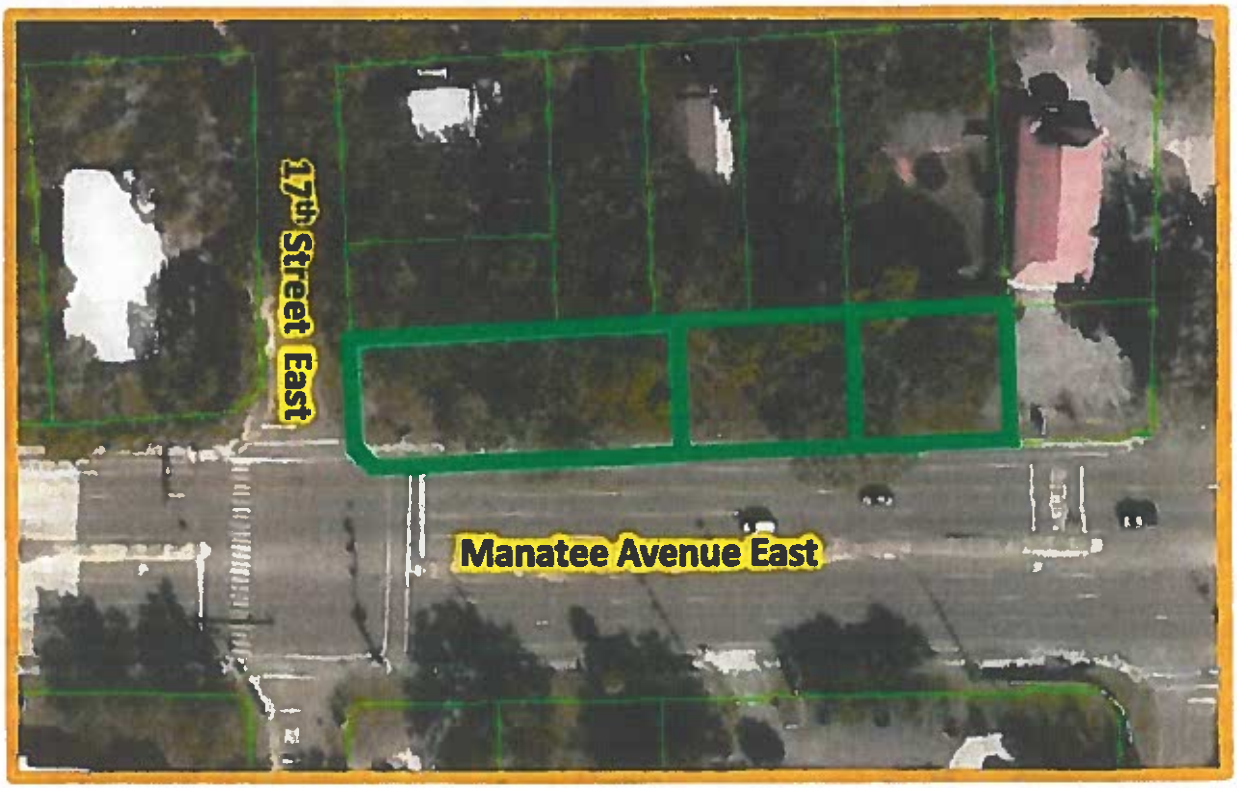
5623788v1

#14, 15, 16

1701, 1719, and 1723 Manatee Avenue East Bradenton, FL (Three Vacant Properties)

Parcel ID #s 1249301009, 1249501009, and 1249701009)
0.2523, 0.1363, and 0.1353 acres mol





#75

Shuffleboard Courts/Vacant Land

1525 Ballard Park Drive
Bradenton, FL

PID# 3365800055; 1.6644 acres mol



#176

Vacant Lot

1403 Ballard Park Drive

Bradenton, FL

PID #3365800159, 0.3714 acres mol



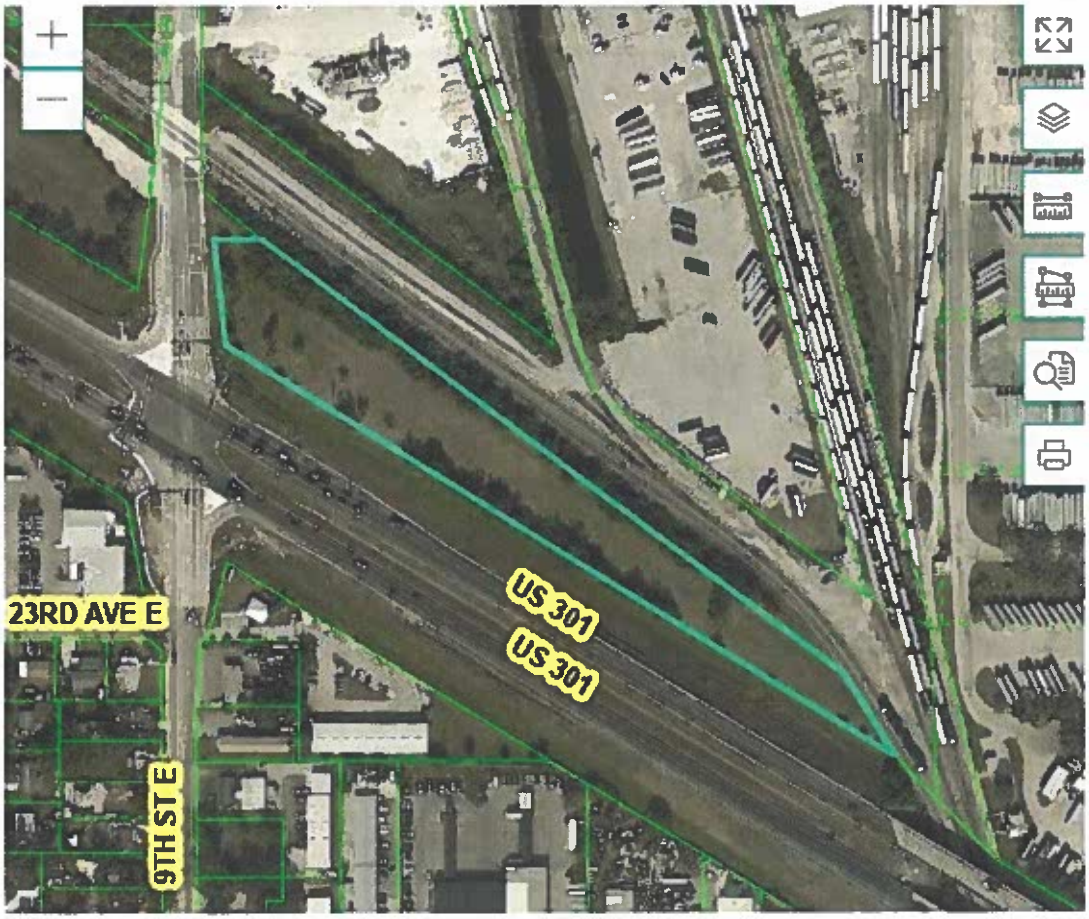


Vacant Lot

2115 9th ST E

Bradenton, FL

PID# 4687900059; 4.0800 acres mol



Taylor Road Property

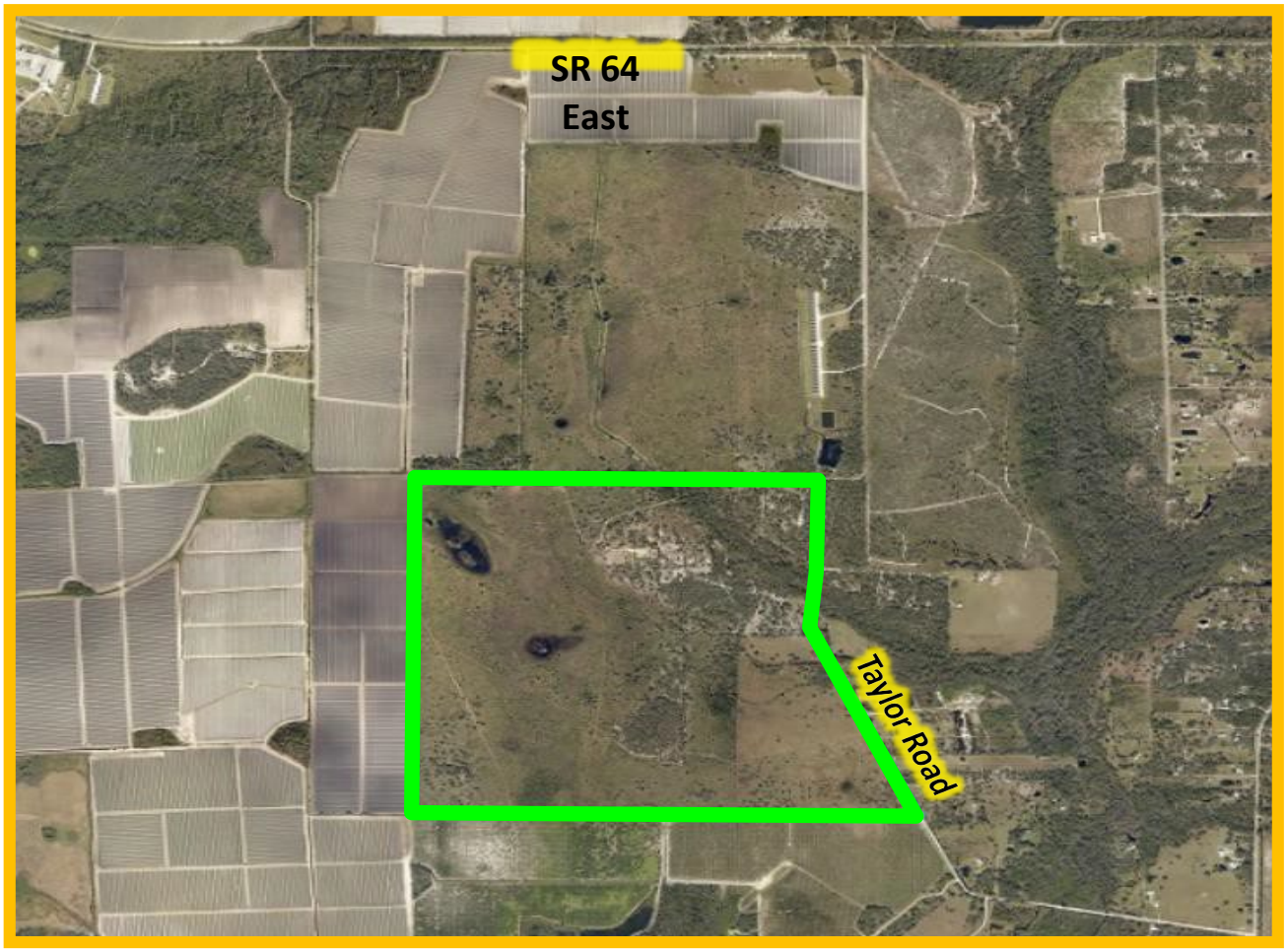
Myakka City Area – Unincorporated Manatee County

Vacant Land

PID # 160900007

653.46 acres mol

(Less approximately 75.29 acres mol as depicted in the attachments hereto)



Approximately 70 acres of this parcel are the subject of a 99 year lease to the School Board of Manatee County for the operation of a Public Safety Law Enforcement Training Center for Manatee Technical College, as well as subject to a 5.29+/- acre access parcel, both as depicted on the attachments hereto.

LEGAL DESCRIPTION:

A PARCEL OF LAND SITUATED IN MANATEE COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH EAST CORNER OF SECTION 13 TOWNSHIP 35 SOUTH, RANGE 21 EAST ALSO BEING THE POINT OF BEGINNING;
THENCE RUN S89°35'10"W ALONG THE SOUTH LINE OF SAID SECTION 13, THE SOUTH LINE OF A TRACT DESCRIBED IN ORB 1275-1289, A DISTANCE OF 1657.17', THENCE NORTHERLY, A BEARING OF N00°13'30"E A DISTANCE OF 1840.00', THENCE EASTERLY A BEARING OF S89°35'10"E A DISTANCE OF 1657.17', THENCE SOUTHERLY ALONG THE EASTERN LINE OF SECTION 13 A BEARING OF S00°13'30"E A DISTANCE OF 1840.00', TO THE POINT OF BEGINNING:

TRACT CONTAINS 70.0 ACRES, MORE OR LESS.

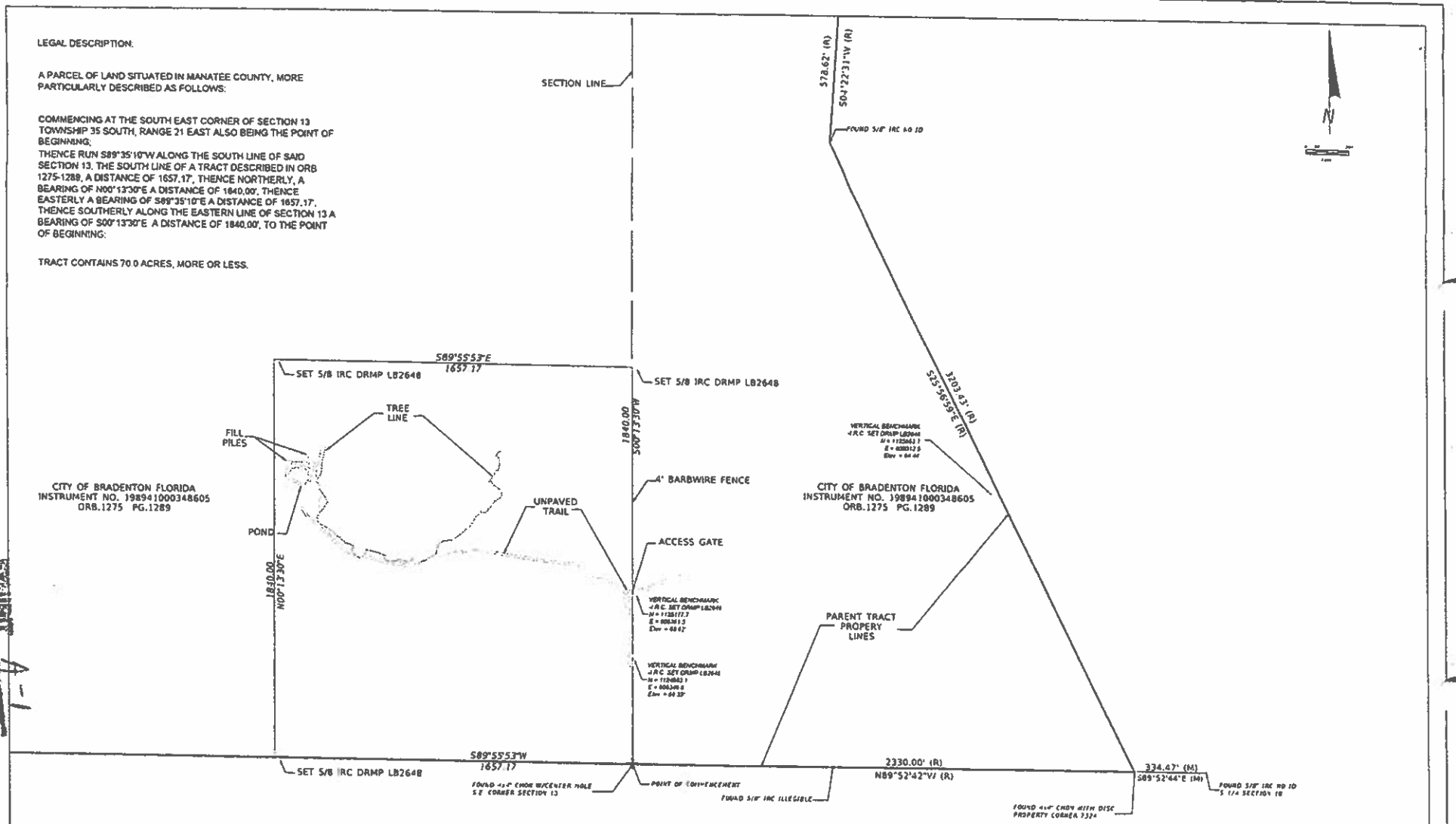
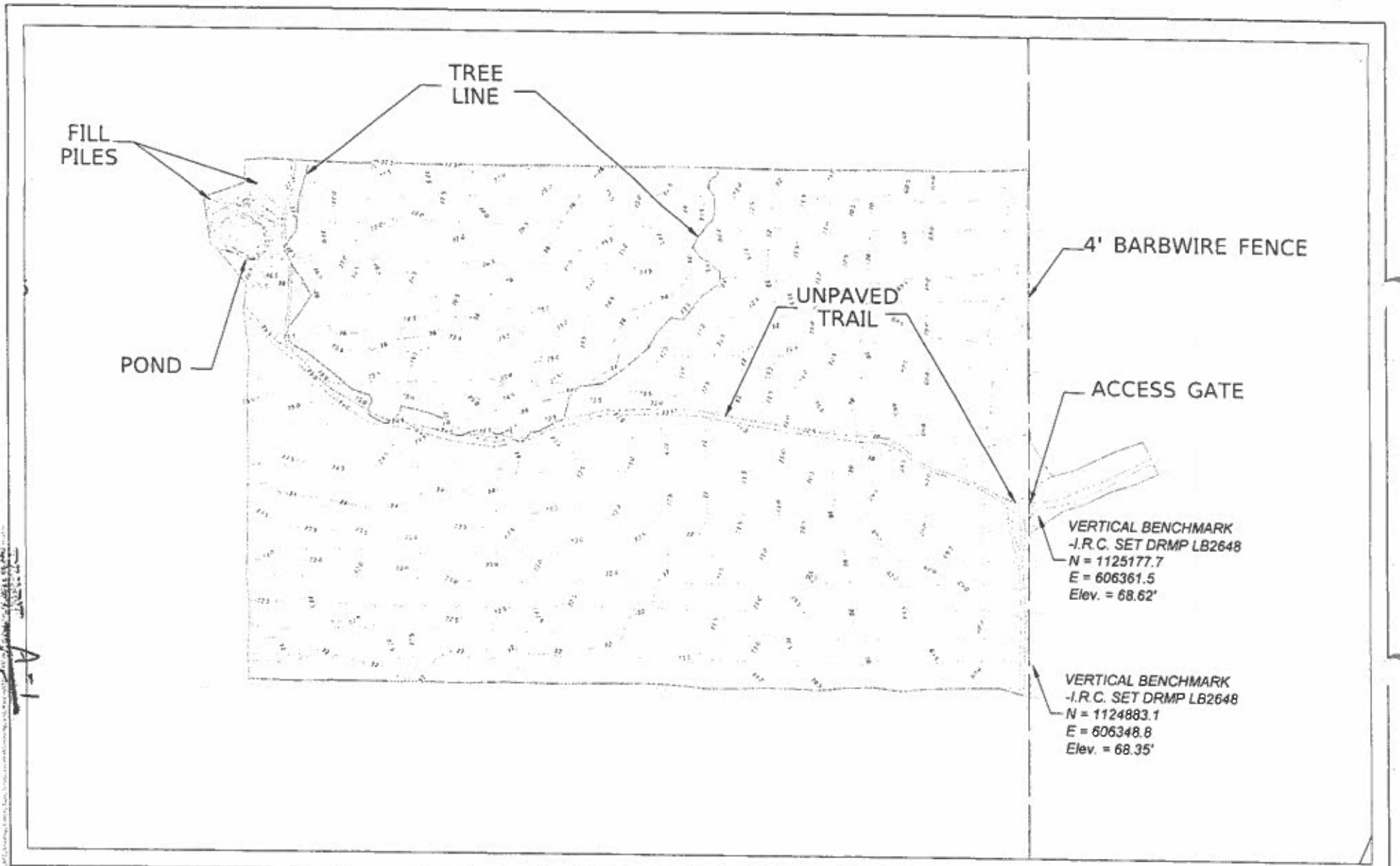


EXHIBIT A-1

DRMP
SURVEYORS • PLANNERS • GEOMATICS
Certificate of Authorization No 2648
(633) SW 18th St Suite 310 Boca Raton, FL 33433
Telephone (561) 451-8124

BOUNDARY SURVEY
TAYLOR ROAD, MYAKKA CITY, FL 34251
SEC13 TWN 35S RNG 21E
MANATEE COUNTY FLORIDA

PROJECT NO. 21-0740.000
DATE 02/07/2023
SCALE 1:200
SHEET 2 OF 3



DRMP
Certificate of Authorization No 2648
6851 SW 18th St Suite 310 Boca Raton, FL 33433
Telephone (561) 451-8824

TOPOGRAPHIC SURVEY
TAYLOR ROAD, MYAKKA CITY, FL 34251
SEC13 TWN 35S RNG 21E
MANATEE COUNTY FLORIDA

PROJECT NO 21-0740.000
DATE 02/07/2023
SCALE 1:80
SHEET 3 OF 3

DESCRIPTION: ACCESS PARCEL

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 18, TOWNSHIP 35 SOUTH, RANGE 22 EAST FOR A POINT OF BEGINNING, SAID POINT LYING ON THE SOUTHERLY LINE OF THAT CERTAIN PARCEL OF LAND AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 1275, PAGE 1289, PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE S89°52'42"E, ALONG SAID SOUTHERLY LINE AND THE SOUTH LINE OF SAID SECTION 18, A DISTANCE OF 2330.00 FEET TO THE INTERSECTION WITH THE WESTERLY MAINTAINED RIGHT-OF-WAY OF TAYLOR ROAD AS RECORDED IN ROAD PLAT BOOK 6, PAGES 1 THROUGH 20, SAID PUBLIC RECORDS; THENCE N25°56'59"W, ALONG SAID WESTERLY MAINTAINED RIGHT-OF-WAY, A DISTANCE OF 111.33 FEET; THENCE N89°52'42"W, PARALLEL WITH SAID SOUTH LINE OF SECTION 18 AND 100 FEET NORTHERLY THEREOF, A DISTANCE OF 2280.89 FEET TO THE INTERSECTION WITH THE WEST LINE OF AFORESAID SECTION 18; THENCE S00°13'30"W, ALONG SAID WEST LINE, A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING, BEING AND LYING IN SECTION 18, TOWNSHIP 35 SOUTH, RANGE 22 EAST, MANATEE COUNTY, FLORIDA.

CONTAINING 5.29 ACRES, MORE OR LESS.

SURVEYORS NOTES:

BEARINGS ARE BASED ON AN ASSUMED MERIDIAN, WITH A BEARING OF S89°52'42"E FOR THE SOUTH LINE OF SECTION 18, TOWNSHIP 35 SOUTH, RANGE 22 EAST, MANATEE COUNTY, FLORIDA.

THIS SKETCH AND DESCRIPTION IS CERTIFIED TO THE SCHOOL BOARD OF MANATEE COUNTY.

THIS ITEM HAS BEEN ELECTRONICALLY SIGNED AND SEALED BY KENNETH C. KOLARIK, PSM #5116, USING A DIGITAL SIGNATURE AND DATE. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

Kenneth Kolarik
2024.09.05
06:23:06 -04'00'

SEPTEMBER 5, 2024
DATE OF CERTIFICATE

KENNETH C. KOLARIK
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NUMBER 5116

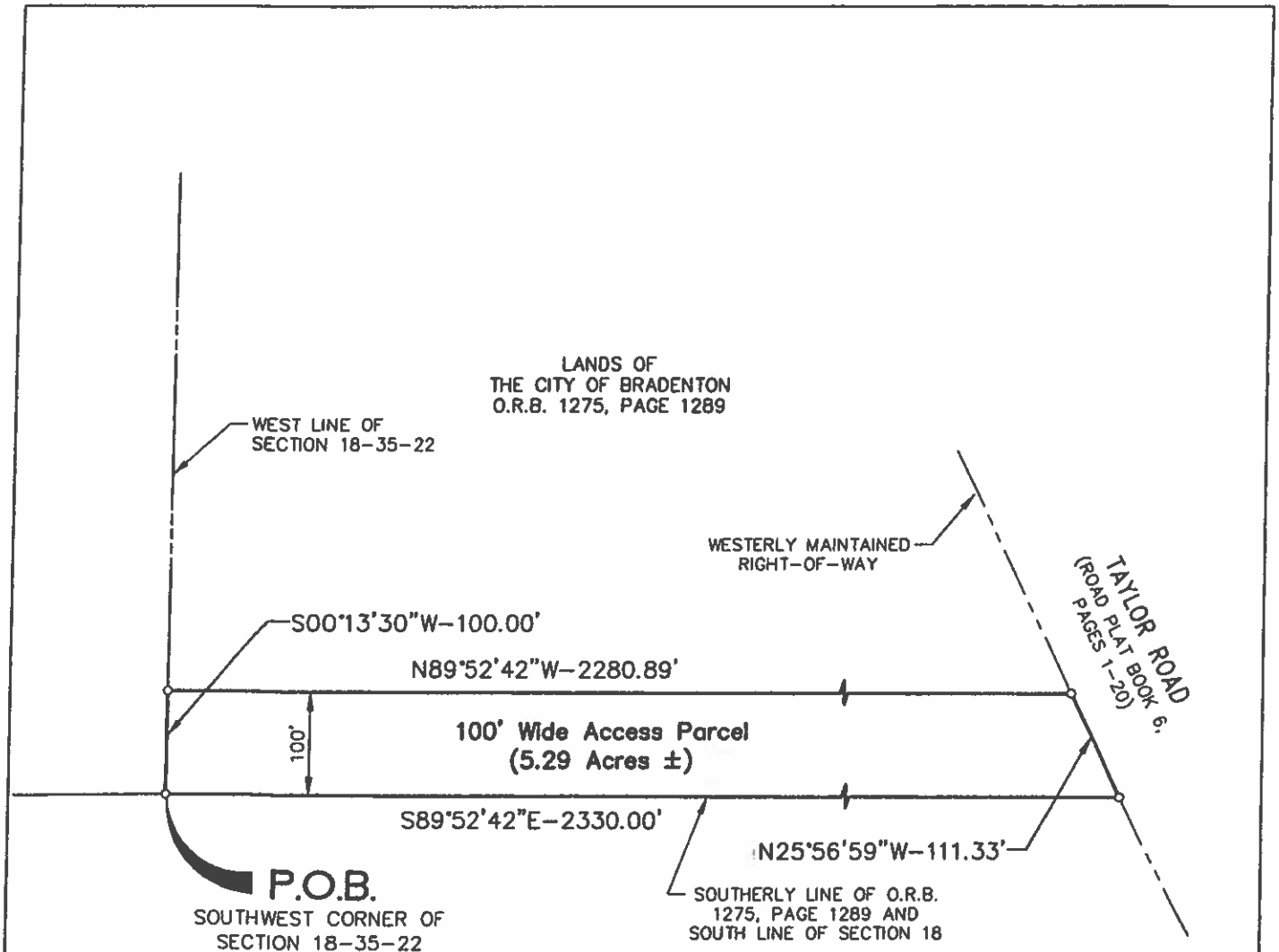
EXHIBIT A-1
PAGE 1 OF 5

REFER TO SHEET 2 OF 2 FOR SKETCH
FLORIDA CERTIFICATE OF AUTHORIZATION NUMBER, LB 8103.
NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

JOB NUMBER: P3152400--

SHEET NUMBER 1 OF 2

GANNETT FLEMING | TRANSYSTEMS
503 8TH AVENUE WEST
PALMETTO, FLORIDA 34221
PHONE 941.722.4561



NORTH

NOT TO SCALE

LEGEND	
P.O.B.	= POINT OF BEGINNING
O.R.B.	= OFFICIAL RECORDS BOOK
±	= MORE OR LESS
o	= ANGLE POINT ONLY, NO CORNER SET OR FOUND

SKETCH OF DESCRIPTION

NOT A SURVEY

A-1

5 of 5

REFER TO SHEET 1 OF 2 FOR DESCRIPTION

JOB NUMBER: P3152400-- DRAWN BY: Kck SCALE: NONE SHEET NUMBER 2 OF 2

GANNETT FLEMING | TRANSYSTEMS

503 8TH AVENUE WEST
PALMETTO, FLORIDA 34221
PHONE 941.722.4561

AGENDA ITEM NO. 6.c

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: June 10, 2026

SUBMITTED BY: Tamara Melton, Clerk

ITEM TYPE: Minutes

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Minutes from the May 6, 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 May 6, 2026, City Council workshop.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the minutes from the May 6, 2026, City Council workshop.

ATTACHMENTS:
05-6-2026 City Council Workshop Minutes

CITY OF BRADENTON

CITY COUNCIL WORKSHOP MINUTES
May 6, 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, May 6, 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; 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: None.

DISCUSSION TOPICS:

a. Bradenton Area Economic Development Corporation (EDC)

Amanda Parrish, Interim CEO of Bradenton Area EDC, gave a presentation that addressed the feedback and concerns expressed by the council members at the April 22, 2026, meeting and explained ways the EDC planned to provide service to the City of Bradenton. The presentation outlined objectives that were accomplished from the prior agreement and goals for future deliverables.

Councilwoman Gonzalez Moore thanked the EDC team for their time and communication, and the efforts reassured her that the EDC contract extension should move forward. She requested that a spending limit be included in any future agreements that require funds for outside resources. Ms. Parrish informed her that for the remainder of the current contract extension, no additional financial requests would be made and the EDC set priorities with council members to build a plan for the new contract which was scheduled to start in October.

Vice Mayor Kocher was concerned that a completed plan was not in place. She planned to base the City's priorities on a strategic plan and felt that in order to move forward, a plan needed to be completed.

Ms. Parrish stated that additional information was added to the Dover, Kohl and Partners' study and the EDC was ready to present the plan to council members.

Mayor Brown shared information he learned when he attended the Retail Strategies Conference and distributed a map of retail locations in the City and a related informational report.

Elizabeth Cordes, Director of Recruitment and Expansion for the Bradenton Area EDC, called the Dover Kohl plan a visioning plan. She stated it was her objective to create the economic redevelopment strategy and align with contract deliverables to make the plan actionable. She wanted to continue meetings with council members to combine data and create a cohesive strategic plan for redevelopment.

Kurt Landefeld, Project Manager for the City of Bradenton at the Bradenton Area EDC, spoke about combining collected data and information from all City departments to move forward. He shared ways the EDC was working for the City at a micro and macro level.

b. Ballot Initiatives

Mayor Brown introduced two ballot initiatives for discussion. He said the first initiative was to remove the Mayor's voting authority. He felt that removing the vote would improve communication due to the restrictions of Florida's Sunshine Laws. He said that the second initiative was to impose term limits for the elected officials. He suggested a maximum of three terms which totaled a maximum of 12 years. He explained that the matters would need to go before the voters via referendum and if the citizens voted to approve the term limits, the changes would take effect in 2028.

A discussion followed about the pros and cons related to term limits.

Mayor Brown suggested that the City attorney draft an ordinance for each initiative and present them at a regular meeting.

Scott Rudacille, City Attorney, gave a timeline of the next steps needed to meet deadlines to make sure the referendums were on the ballot in November. He asked for a consensus from Council about drafting the documentation and council members did not object to moving forward.

c. Water Study

Lance Williams, Chief Operating Officer, spoke about water and sewage rates. He stated that the preliminary utilities rate study conducted by Woodard and Curran showed the City's utility rate was less than surrounding communities and proposed a 7.5% rate increase. He noted that the rate increase was necessary to help finance the operations and maintenance of utilities, wastewater, and capital improvements. Mr. Williams explained that all City residents would be notified on their utility bill of the public hearing at the June 10, 2026, City Council meeting.

Mr. Perry complimented the City staff and Woodard and Curran for a wonderful job securing supplemental funding through grants and outside sources. He emphasized the continued need to fund infrastructure improvements.

Councilwoman Barnebey and Vice Mayor Kocher stressed the importance of providing adequate communication to residents.

Councilwoman Gonzalez Moore voiced concerns on the affordability of the rate increase for residents and suggested waiting until the full study was completed.

Councilman Schuessler understood the affordability concerns and felt that delaying the increase was not the answer.

d. City Hall

Mr. Perry announced the City was finalizing the contract on the sale of the City Centre property and the decision on the temporary relocation of City Hall offices. He explained that he was working with representatives at Manatee County to secure office space in the Manatee County Administration Building for City staff until the new City Hall was completed.

The meeting was adjourned by Mayor Brown at 4:09 p.m.

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

AGENDA ITEM NO. 6.d

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: June 10, 2026

SUBMITTED BY: Tamara Melton, Clerk

ITEM TYPE: Minutes

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Minutes from the May 13, 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 May 13, 2026, City Council meeting.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the minutes from the May 13, 2026, City Council meeting.

ATTACHMENTS:
05-13-2026 City Council Meeting Minutes

CITY OF BRADENTON
CITY COUNCIL MEETING MINUTES
May 13, 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, May 13, 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, Deputy City Administrator/Chief Operating Officer; Brian Thiers, Assistant Police Chief; Tim Geer, Fire Chief; Robin Singer, Planning and Community Development Director; Irvin Lee, Public Works and Utilities Director; Nilsa Taylor, Director of Administrative Services; Tamara Melton, City Clerk; Erica Augello, Conflict Counsel; 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: National Public Works Week

Irvin Lee, Public Works and Utilities Director, accepted the proclamation and stated that staff would be celebrated during Public Works Week.

In turn, City leadership thanked Public Works staff for the dedication they provided every day to the City and its residents.

b) Legislative: Military Recognition Day

Heather Christie and Anthony Panipinto accepted the proclamation on behalf of U.S. Army Specialist Nicholas Panipinto. Ms. Christie displayed a sample of the banners that would be displayed throughout the City as part of the banner program to recognize military service.

c) Legislative: Alpha Delta Phi 175th Anniversary Day

Representatives from Alpha Delta Pi accepted the proclamation. They spoke about ways members stay involved in the community and charities the organization contributed to. Members planned to celebrate the anniversary at a luncheon planned for May 15, 2026.

PRESENTATIONS: None.

CITIZEN COMMENTS:

Ron Nurnberger, 2837 74th Street West, spoke about the Bradenton Shuffleboard Club and stated that the courts were planned to close in March 2028. He asked the City of Bradenton and Manatee County to assist in finding a new location for the club.

Mayor Brown responded that finding alternative locations, plans, and funding was in process. He stated that the City will continue to help find a replacement location for the club.

Mayor Brown moved sections 8 and 9 of the agenda forward.

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

a) Event Review Committee: Bradenton Riverwalk Half Marathon

Kelly Thomas, Legislative Aide and Event Review Coordinator, provided details of the Bradenton Riverwalk Half Marathon event plans. She stated that the event will require approval from the Florida Department of Transportation (FDOT) and the City of Palmetto. She concluded that staff recommended approval with stipulations.

MOTION TO APPROVE THE BRADENTON HALF MARATHON EVENT was made by Vice Mayor Kocher and seconded by Councilman Schuessler. The motion passed 5-0.

b) City Administration: Contract for Purchase and Sale for 2115 9th Street East

Rob Perry, City Administrator, explained that the vacant commercial lot was deemed a surplus property. He said that the funds from the sale would go into the enterprise and general reserve funds.

MOTION TO APPROVE THE CONTRACT FOR PURCHASE AND SALE FOR 2115 9TH STREET EAST AND AUTHORIZE THE MAYOR TO EXECUTE ALL DOCUMENTS NECESSARY TO FINALIZE THE SALE UPON THE COMPLETION OF THE DUE DILIGENCE PERIOD was made by Councilman Schuessler and seconded by Vice Mayor Kocher. The motion passed 5-0.

9. UNFINISHED BUSINESS

a) Purchasing: Second Extension of the Contract between The City of Bradenton and Bradenton Area Economic Development Corporation - TABLED AT THE APRIL 22, 2026, CITY COUNCIL MEETING

MOTION TO TAKE THE SECOND EXTENSION OF THE CONTRACT BETWEEN THE CITY OF BRADENTON AND THE BRADENTON AREA ECONOMIC DEVELOPMENT CORPORTATION OFF THE TABLE was made by Vice Mayor Kocher and seconded by Councilwoman Coachman. The motion passed 5-0.

Mayor Brown stated that there were extensive discussions about the contract extension at the City Council workshop on May 6, 2026.

Mr. Perry said that all council members submitted their suggested contract changes, and they met with Bradenton Area Economic Development Corporation (EDC) representatives individually to address any questions or concerns.

MOTION TO APPROVE THE SECOND EXTENSION OF THE CONTRACT BETWEEN THE CITY OF BRADENTON AND THE BRADENTON AREA ECONOMIC DEVELOPMENT CORPORTATION was made by Councilwoman Coachman and seconded by Councilwoman Barnebey. The motion passed 5-0.

Mayor Brown called a recess at 9:09 a.m. and the meeting reconvened at 9:17 a.m.

6. CONSENT AGENDA

a) Administrative Services: Resolution 26-42 - Community Block Development Grant (CDBG) 2026- 2030 Consolidated Plan and 2026-2027 Annual Action Plan
b) Administrative Services: Resolution 26-43 - State Housing Initiatives Partnership (SHIP) Revised Rehabilitation Loan Resolution 26-43
c) Administrative Services: Resolution 26-45 - State Housing Initiatives Partnership (SHIP) Housing Rehabilitation Loan
d) Clerk: Minutes from the April 8, 2026, City Council Meeting
e) Clerk: Minutes from the April 22, 2026, City Council Meeting
f) Fire: Contract for Installation of Boat Lift with Duncan Seawall, Dock and Boat Lift, LLC
g) Legislative: Adopt-A-Shore Marine Debris/Litter Removal Agreement with Joey Yakich and Dr. Pepper
h) Police: Authorization to Purchase Technology/Equipment and Supplies for the Bradenton Police Department Real Time Crime Center (RTCC)
i) Police: Financial Assistance Agreement for Fentanyl Eradication (SAFE) Grant in Florida Program
j) Police: Local Law Enforcement Immigration Grant Program (IGP) Application Local Law Enforcement Immigration Grant Application
k) Police: Opioid Fund Expenditure - Axon Fleet 3 Subscription
l) Public Works & Utilities: Change Order 2 for Manatee Elementary School Sidewalk Improvements
m) Public Works & Utilities: State Highway Lighting Maintenance and Compensation Agreement Work Order for Contract ASH57
n) Purchasing: Agreement PB-26-032NT with Inrix, Inc.
o) Purchasing: Second Contract Extension PB-24-011MK with Palmdale Oil Company, LLC

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

7. BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

a) Planning & Community Development: **Quasi-Judicial**: Resolution 26-28 - PUBLIC HEARING A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON APPROVING APPLICATION PLN-MAJ-26-0001 FOR A MAJOR AMENDMENT TO THE JORDAN CREEK EAST PLANNED DEVELOPMENT PLAN (PDP-23-4841) TO APPROVE AN ADDITIONAL DEVELOPMENT OPTION FOR THE PROPERTY LOCATED AT 1201 27TH

STREET EAST AND 2906 11TH AVENUE EAST (PARCEL ID NUMBERS 1387000050 AND 1387200007), MORE PARTICULARLY DESCRIBED HEREIN; OPTION A IS A PDP SITE PLAN FOR 66 SEMIDETACHED RESIDENTIAL UNITS AS APPROVED WITH ORDINANCE 4027; OPTION B IS A PDP SITE PLAN FOR 106 TOWNHOME UNITS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Jamie Schindewolf, Senior Planner, summarized details of the property. She explained that the applicant was originally approved for 33 single-family attached buildings, with each dwelling unit (a total of 66) on its own individual lot. She said they were seeking approval for a residential development containing 106 residential units comprised of a mixture of four-unit and six-unit townhomes. She stated that the project went before the Planning Commission and was approved with a vote of 5-1.

Staff Report:

> *"It appears at this time, that the proposed request largely meets the requirements set forth in the LURs for PDPs. The council must consider the request for a reduction in buffer standards (which matches what was granted with Option A).*
>
> *On April 15, 2026, the Planning Commission voted 5-1 to recommend approval."*

Josh Law, Agent for Jordan Creek at Bradenton East, summarized the details of the property. He stated that the proposed Option B was to provide an additional option for developing the property.

Theo Petritsch, Director of Transportation Services with Landis Evans, spoke about the traffic impact study he conducted for the project. He stated that Option B traffic would decrease the amount of traffic and summarized information related to traffic concerns.

Councilwoman Gonzalez Moore asked Scott Rudacille, City Attorney, if stipulations could be added to the Planned Development Plan (PDP) amendment when voting. Mr. Rudacille said the applicant must agree to any stipulations added to the PDP Amendment.

Councilwoman Gonzalez Moore questioned Mr. Rudacille if the vote denied the PDP, could the applicant address the denial concerns and return to seek approval. Mr. Rudacille said that the applicant was able to return with a different plan, if Council voted to deny the request.

Mr. Law provided details about the size and price of the planned townhomes in Option B.

Councilman Schuessler confirmed the three access points for the development as 27th Street East, 11th Avenue East, and River Run Way.

The public hearing was opened, and those who wished to speak were invited to the podium.

Those who spoke in opposition to Resolution 26-28:

Sandra Lohr, 3227 12th Ave East
Susie Copeland 1010 27th Street E

Dean Jorgensen, 1107 Tropical Drive
Deborah Stevenson, 1202 27th Street East
Christos Gavrilis, 1005 Tropical Drive

All communications received were distributed to Council and all documents were entered into the record.

Mayor Brown called an additional time for anyone who wished to speak; no one came forward, and the public hearing was closed.

Mr. Law addressed the public's comments. He stated that compared to the approved Option A plan, the traffic study showed Option B would generate less traffic. He spoke about future land use and that the current use allowed 10 units per acre, while the plan they were seeking approval for had 8.6 units per acre. He said no future land use change was requested.

Mr. Petritsch spoke about traffic trips and explained how he concluded there was less traffic with Option B.

Councilwoman Gonzalez Moore said that she was troubled by the ingress and egress points and felt the design could be improved. She was concerned that residents would add to surrounding intersection issues due to the design.

Vice Mayor Kocher asked for clarification on the resolution. Robin Singer, Planning and Community Development Director, explained that the applicant was requesting a density change to the PDP and a buffer reduction.

Councilwoman Barnebey spoke about the requirements of approving a PDP and felt that the design that was presented did not meet those stipulations. She stated that PDPs are supposed to be innovative and have higher quality design standards.

MOTION TO DENY THE REQUEST was made by Councilwoman Barnebey and seconded by Councilwoman Gonzalez Moore. The motion passed 5-0.

Mr. Rudacille informed Council that he would draft the denial of Resolution 26-28 and that would come before them at the May 27, 2026, meeting.

b) Planning & Community Development: **Quasi-Judicial**: RESOLUTION 26-40 - PUBLIC HEARING A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON APPROVING APPLICATION PLN-MAJ-26-0002 FOR A MAJOR AMENDMENT TO THE BELLA SOLE PLANNED DEVELOPMENT PLAN (PDP) TO EXCLUDE THE PROPERTY LOCATED AT 4303 5TH AVENUE NE, BRADENTON, FLORIDA (PARCEL ID NO. 1043100259), AS MORE PARTICULARLY DESCRIBED HEREIN, FROM THE STIPULATION REQUIRING INDIVIDUAL RESIDENCES TO PROVIDE FIRE SUPPRESSION SYSTEMS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Brandon Wink, City Planner, explained that the applicant requested approval for a major amendment to the Bella Sole PDP to exclude a property from the fire suppression requirement. He provided details about the property and included a location map, and a zoning map.

Staff Report:

> *"Since there are no review criteria to consider as this is a modification to a stipulation, City Council is encouraged to evaluate the request based on the history of the property provided, as well as input from staff, the applicant, and the public."*

Tim Geer, Fire Chief, said the fire suppression requirements did not apply to current fire and building codes. He recommended that the requirement be removed and the resolution be approved.

Councilwoman Barnebey expressed concern about the proximity of the houses. Chief Geer responded he only recommended removing the fire suppression system requirement, and there were other stipulations that remained to ensure fire safety.

Mr. Rudacille added that fire suppression was not required by the current fire code, and the City enforces the current code.

Scott DeCanio, property owner, provided details of building materials and additional safety measures used for the construction.

The public hearing was opened, and those who wished to speak were invited to the podium.

Bill McGowan, President of Bella Sole HOA, spoke in favor of Resolution 26-40.

Mark Owens, Vice President of Bella Sole HOA, spoke in favor of Resolution 26-40.

Mr. Rudacille reminded Council that they were voting only for the property at 4303 5th Avenue Northeast to be exempt from the fire suppression requirement. He said that if Bella Sole's other residents wanted an exemption, they would need to submit a new application.

The public hearing was closed.

MOTION TO APPROVE RESOLUTION 26-40 WITH THE STIPULATIONS THAT THE PROPERTY OWNER WOULD USE CONCRETE CONSTRUCTION AND THE INSTALLATION OF A METAL ROOF TO BE CONFIRMED BY THE BUILDING OFFICIAL OR FIRE MARSHAL PRIOR TO ISSUANCE OF THE BUILDING PERMIT was made by Councilwoman Barnebey and seconded by Vice Mayor Kocher. The motion passed 5-0.

c) Planning & Community Development: PLN-DVA-26-0001 LOCAL DEVELOPMENT AGREEMENT (LDA) - FIRST PUBLIC HEARING Approval of a Development Agreement between the City of Bradenton and Amres Investments, LLC pursuant to Section 163.3227, Florida Statutes.

Jamie Schindewolf, Senior Planner, presented information related to the applicant's request for a Local Development Agreement (LDA) and stated that this was the first public hearing, with the second public hearing planned for May 27, 2026.

She explained that an LDA was required due to the request to increase allowable density in the Coastal High Hazard Area and for the number of allowed units above the base of 60 units per acre in Urban Core. She added that the applicant was additionally seeking to change the future land use from Urban Central Business Core to Urban Core. Her presentation included a parcel map, criteria, and comparison facts about the two land use categories.

Paige Estigarribia, ZNS Engineering and Agent for Manatee County Government, presented on both the LDA and Ordinance 4067. She said the applicant requested to change the future land use from Urban Central Business Core to Urban Core.

Erica Augello, Conflict Counsel, said that the public hearings for agenda items could be opened at the same time. She added that because of the increased density bonus request on the LDA, the hearing would need to be a quasi-judicial proceeding at the May 27, 2026, meeting.

d) Planning & Community Development: ORDINANCE 4067 - FIRST READING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING THE CITY OF BRADENTON COMPREHENSIVE PLAN FUTURE LAND USE MAP TO DESIGNATE CERTAIN LAND GENERALLY LOCATED WEST OF 15TH STREET WEST, NORTH OF 6th AVENUE WEST, AND SOUTH OF MANATEE AVE WEST, IDENTIFIED AS PARCEL ID 3354500109, AND MORE PARTICULARLY DESCRIBED HEREIN, CONTAINING APPROXIMATELY 3.9464 ACRES AND OWNED BY MANATEE COUNTY, FROM THE URBAN CENTRAL BUSINESS DISTRICT (UCBD) FUTURE LAND USE CATEGORY TO THE URBAN CORE (URBCORE) FUTURE LAND USE CATEGORY; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Staff Report:

"This Comprehensive Map Amendment request, if approved, will expand the Urban Core designation to the west of its current boundary. However, it does not impact the contiguousness of the district, as the subject property is adjacent to 1401 Manatee Avenue West, a property already classified as Urban Core.

The applicant provided an extensive Community Impact Report, which has been provided to Council as an attachment with this agenda item.

The major difference in the two future land use categories is the difference in the number of potential units. Under UCBD, the site could have up to 148 units. Under Urban Core, the site could have up to 789 units (only if approved for a bonus by City Council). If a bonus is not requested, the site would be allowed 236 units under the Urban Core designation.

In the Community Impact Report, the applicant has indicated that they intend to request a density increase for a total of 345 multifamily units. This will come before City Council as a separate request.

The applicant has also included a Traffic Study and a Hurricane Mitigation Plan with the Community Impact Report, which should be considered as part of the decision-making process."

Ms. Estigarribia stated that all Comprehensive Plan review criteria had been met (Visual Impact Analysis, Land Use Assessment, Traffic Study, Environmental Impact Assessment, Area Impact Assessment, and Hurricane Evacuation Analysis) and summarized the findings.

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.

Councilwoman Gonzalez Moore felt that the traffic and evacuation plans needed to be more definitive. Mayor Brown spoke about evacuations and said that residents should follow evacuation orders to help alleviate traffic issues during hurricane evacuations. He felt that this development builds walkability in the downtown area.

The second reading and second public hearing were scheduled for May 27, 2026.

e) Planning & Community Development: ORDINANCE 4072 - SECOND READING AND PUBLIC HEARING
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.

Ms. Schindewolf explained that the property was undergoing the annexation process from Manatee County, and land annexed into the City must be given a Future Land Use designation and zoning classification. She said that the proposed designation for the property was Suburban Commercial Corridor.

Staff Report:

"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."

Robert Gause, with Gause and Associates, Inc. and Agent, summarized the details of the properties and explained that the reason for the annexation was to redevelop the properties into a larger medical office with accompanying parking, which was not possible under Manatee

County's codes. He stated the Planning Commission recommended approval on April 15, 2026, with a vote of 5-0.

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 4072 was made by Vice Mayor Kocher and seconded by Councilwoman Barnebey. The motion passed 5-0.

f) Planning & Community Development: ORDINANCE 4073 - FIRST READING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, AMENDING THE CITY OF BRADENTON COMPREHENSIVE PLAN FUTURE LAND USE MAP TO DESIGNATE CERTAIN LAND GENERALLY LOCATED EAST OF 50TH STREET WEST AND 70 FEET SOUTH OF MANATEE AVE WEST, IDENTIFIED AS PARCEL ID 3629100003 AND 3629000005, AND MORE PARTICULARLY DESCRIBED HEREIN, CONTAINING APPROXIMATELY 0.397 ACRES AND OWNED BY SHIV OHM P L AND ZEEVA RE LLC, RESPECTIVELY, UNDER THE SUBURBAN COMMERCIAL CORRIDOR FUTURE LAND USE CATEGORY; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

g) Planning & Community Development: ORDINANCE 4074 - FIRST READING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, PROVIDING FOR AN AMENDMENT TO THE CITY OF BRADENTON LAND USE ATLAS; TO DESIGNATE CERTAIN LAND GENERALLY LOCATED EAST OF 50TH STREET WEST AND 70 FEET SOUTH OF MANATEE AVE WEST, IDENTIFIED AS PARCEL ID 3629100003 AND 3629000005, AND MORE PARTICULARLY DESCRIBED HEREIN, CONTAINING APPROXIMATELY 0.397 ACRES AND OWNED BY SHIV OHM P L AND ZEEVA RE LLC, RESPECTIVELY, UNDER THE SUBURBAN COMMERCIAL CORRIDOR ZONING CATEGORY; PROVIDING FOR APPLICABILITY; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

COUNCIL REPORTS:

Councilwoman Gonzalez Moore was excited about the ribbon cutting at Mineral Springs Park for the sculpture, *Singing River,* at 3:00 p.m. that day. She announced the Tampa Bay Regional Planning Council Summit was May 14-15, 2026, at the Palmetto Mariott Resort.

Councilwoman Coachman proposed scheduling an additional City Council workshop to discuss further details and plans for a permanent City Hall site location.

Vice Mayor Kocher said she wanted to pursue a solution to the increased electric bike-involved accidents. She expressed concerns with the rising death rate associated with the sale of Kratom and was in favor of eliminating the sale of it within the City. She spoke about traffic on 11th Avenue West near Village Green and suggested solutions to help.

Councilwoman Barnebey presented information about the grants provided by the Service Club of Manatee County. She shared her condolences for the passing of Jerry West. She wished Lance Williams, Deputy City Administrator/Chief Operating Officer, a very happy birthday.

Councilman Schuessler stated that on May 23, 2026, from 9:00 a.m. to 2:00 p.m. at 1008 4th Avenue West, the Downtown Bradenton Community Redevelopment Agency (CRA) invited community members to submit ideas for the future of downtown Bradenton. He spoke about traffic issues near 7th Avenue West and said there was a traffic study currently being conducted.

Mayor Brown spoke about traffic issues and ways to manage situations. He mentioned the two ballot initiatives discussed at the May 6, 2026, workshop. He explained the initiatives were to remove the Mayor's tie-breaking vote and to implement 12-year term limits for elected officials.

DEPARTMENT HEAD REPORTS: None.

The meeting was adjourned by Mayor Gene Brown at 12:21 p.m.

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

AGENDA ITEM NO. 6.e

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: June 10, 2026

SUBMITTED BY: Jamie Griffith, Legislative

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Adopt-A-Shore Marine Debris/Litter Removal Agreement with Teen Court Program

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Keep Manatee Beautiful (KMB) requested that the City allow the Teen Court participants and volunteers to adopt the shoreline starting at the corner of Highway 41/Riverwalk to the corner of Highway 301.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the Adopt-a-Shore Marine Debris/Litter Removal Agreement with the Teen Court Program.

ATTACHMENTS:
Adopt-A-Shore Litter Removal Agreement

Adopt-A-Shore
Marine Debris/Litter Removal Agreement

THIS AGREEMENT, made and entered into this ____ day of _____, 2026 and between Keep Manatee Beautiful, Inc., hereinafter called **KMB;** the group adopting the shore, Manatee County Clerk TEEN COURT Program hereinafter called the **GROUP;** and the property owner (private owner or association, federal, state, county or city government) ___*City of Bradenton*_____ hereinafter called the Property Owner.

WITNESSETH:

WHEREAS the following general description of the shoreline, **Riverwalk Bradenton- starting at the corner of Hwy 41/Riverwalk to the corner of Hwy 301** including property landmarks has been identified for purposes of a marine debris/litter removal program. (Map included)

WHEREAS the legislature through the Solid Waste Management Act of 1988 (F.S. 403.4131, Section 55 (i) has encouraged the implementation of litter removal programs such as Adopt-A-Shore.

WHEREAS KMB, a non-profit environmental corporation, has been charged with developing the countywide Adopt-A-Shore program and is dedicated to developing and implementing countywide incentive programs designed to motivate individual citizens, local organizations, local governments, and other groups interested in participating in litter prevention program activities.

WHEREAS the **GROUP** is desirous of adopting shoreline for the purposes of marine debris/litter removal.

NOW, THEREFORE, for the good and valuable consideration, the parties agree as follows:

I.

A. KMB shall:
    1. Provide countywide coordination of the program and training.
    2. Collect and evaluate report forms during National COASTWEEKS coordinate with other relevant federal and state programs.
    3. Provide official Adopt-A-Shore program recognition for the adopting group.

B. **PROPERTY OWNER** shall:
    1. Grant GROUP access to property for marine debris/litter removal purposes.

C. The **GROUP** shall:

1. Adopt, in most cases, approximately one-mile section of shoreline.
2. Remove debris/litter at least three times a year with one cleanup to coincide with the national cleanup held in conjunction with the fall COASTWEEKS, if practical.
3. Perform debris/litter removal in strict accordance with the environmental and safety requirements provided by KMB as outlines in the guidelines provided.
4. Dispose of bagged trash properly, separating trash and recyclables.
5. Provide adequate adult supervision of youths during cleanups.
6. Appoint an Adopt-A-Shore representative for the GROUP. This person must be an adult.
7. Complete and send report forms to designated KMB coordinator within 10 days of the event and during National COASTWEEKS cleanup. Keep accurate data during each cleanup on the official KMB Data Reporting Form and send the completed report form to KMB.
8. Protect and respect all property and natural resources.

II.

The GROUP covenants and agrees that it will indemnify and hold harmless the PROPERTY OWNER, KMB, and any agencies and all their officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the GROUP during the performance of the agreement, whether direct of indirect, and whether to any person or property to which the PROPERTY OWNER, or said parties may be subject, except that neither the group nor any; of its members shall be liable under this provision for damaged arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the PROPERTY OWNER, KMB, and its member agencies, any maintaining agencies, and all their officers, employees or agents. This section does not constitute a waiver of any member agency's sovereign immunity.

III.

This agreement shall remain of effect for a two (2) year period. The PROPERTY OWNER or GROUP may terminate this agreement for any reason up on thirty (30) days written notice to KMB, GROUP, or PROPERTY OWNER. KMB reserves the right to terminate this agreement for non-compliance with the stated terms.

IN WITNESS WHEREOF the parties hereto have caused these present to be executed, the day and year first written above. They certify that they are familiar with the information contained in this agreement and that they possess the authority to execute this agreement.

NAME OF GROUP Date: 5/20/26

BY: Name/Title: Owner: Clerk of Court Angelina M Colonneso

Signature of Group Representative

BY: Name/Title: Owner: Yonfee Hines Teen Court Supervisor

Signature of Group Representative

Address: 1115 Manatee Ave W City: Bradenton Zip: 34205

Telephone (Day): (Evening): 941-741-4002

ATTEST: Date: 5/20/26

Notary Public State of Florida
Helen Michele Laughrey
My Commission HH 629776
Expires 1/16/2029

Notary Public

PROPERTY OWNER NAME: City of Bradenton Date: June 10, 2026

BY: Name/Title: Gene Brown

Signature of Group Representative

Address: 101 Old Main St. City: Bradenton Zip: 34205

Telephone (Day): 941-932-9400

ATTEST: Date:

Notary Public

KEEP MANATEE BEAUTIFUL, INC. Date: 5/20/26

BY: Name/Title: Jennifer Hoffman, Executive Director

Signature of Group Representative

Address: P.O. Box 14426 City: Bradenton, FL Zip: 34280

Telephone (Day): 941-795-8272

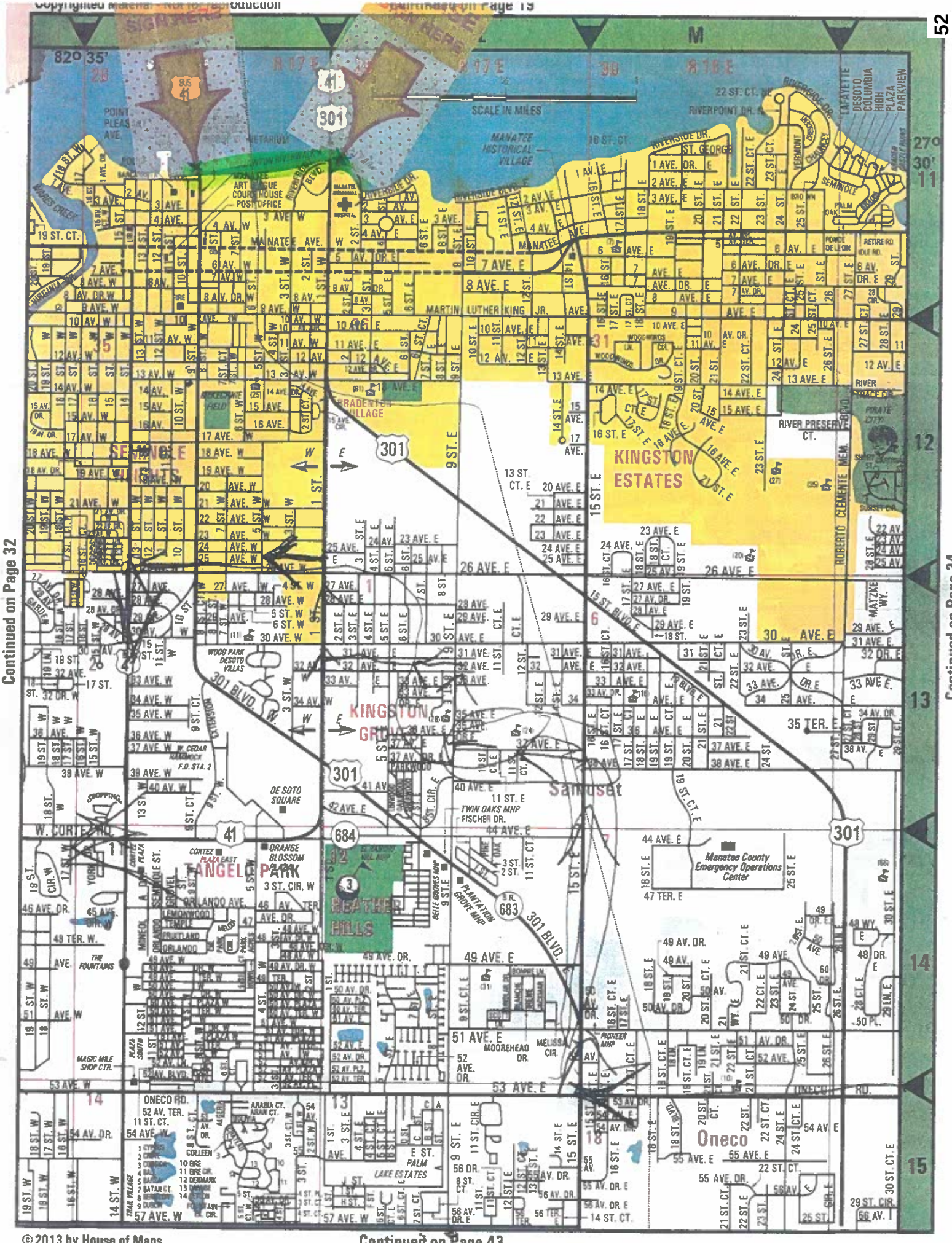
ATTEST: Date: 5/20/26

Notary Public State of Florida
Helen Michele Laughrey
My Commission HH 629776
Expires 1/16/2029

Notary Public

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Continued from Page 15



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AGENDA ITEM NO. 6.f

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: June 10, 2026

SUBMITTED BY: Robin Singer, Planning & Community Development

ITEM TYPE: Budget Adjustment

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Budget Adjustment BA26-04

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
This is a budget amendment to allocate money from the Building Permit Fund reserves to support changes to the Accela program for building permit processing.

FINANCIAL IMPACT:
Reviewed by Finance.

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve Budget Adjustment BA26-04.

ATTACHMENTS:
Budget Adjustment BA26-04

RESOLUTION NUMBER BA26-04

A RESOLUTION OF THE CITY OF BRADENTON, FLORIDA, AMENDING/ADJUSTING THE 2025-26 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 Building Division of the City's Planning and Community Development Department requests to amend or adjust the budget at this time, in an amount greater than $10,000, for the purpose of funding updates to the City's electronic permitting system.

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 10th DAY OF JUNE, 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: The Building Division of the PCD Department

For: Increase in Contractual Services to fund updates and improvements to the City's electronic permitting system

Date: June 10, 2026

Budget Adjustment #: BA26-04

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:

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: 14552430 534000
Line item description: Allocation from Building Permit Fund for Accela program changes

Increase (in $): $55,000 Decrease (in $):

Account Number: 14505 369150
Line item description: Cash carry forward

Increase (in $): $55,000 Decrease (in $):

Approved by:



Department Head / Manager

_____

City Administrator

Approved by City Council: _____
(Date)

Posted by Accounting: _____
(Date)

AGENDA ITEM NO. 6.g

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: June 10, 2026

SUBMITTED BY: Robin Singer, Planning & Community Development

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 26-50 - Amending Building Permit Fees

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
This fee schedule amendment will implement required changes pursuant to House Bill 803 to be consistent with State Statutes Section 533.791, and provides clarification on existing fees.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed and approved by City Attorney Rudacille.

SUGGESTED MOTION:
Motion to approve Resolution 26-50.

ATTACHMENTS:
Resolution 26-50
Memorandum from Matthew Rush, Building Official

CITY OF BRADENTON
RESOLUTION NO. 26-50

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, AMENDING THE PERMIT FEE SCHEDULE, INCLUDING PROVISIONS FOR PRIVATE PROVIDER PERMIT FEE REDUCTIONS; AMENDING THE PERMIT FEE SCHEDULE TO CLARIFY, ADD, AND REMOVE PROVISIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 2.3.2 of the City of Bradenton Code of Ordinances, the City may revise its fees for permits and approvals by resolution; and

WHEREAS, the Florida Legislature enacted Committee Substitute for Committee Substitute for House Bill 803 (2026), effective July 1, 2026 ("HB 803"), amending, among other provisions, Section 533.791, Florida Statutes; and

WHEREAS, HB 803 revises the requirements applicable to local governments in administering building permits where applicants elect to utilize private providers for plan review and inspection services pursuant to Section 553.791, Florida Statutes; and

WHEREAS, Section 553.791, Florida Statutes, as amended, requires local governments to adjust their building permit fee schedules to account for services not performed by the local building department when a private provider is retained; and

WHEREAS, the City desires to amend its permit fee schedule to ensure compliance with the requirements of Section 553.791, Florida Statutes, as amended by HB 803; and

WHEREAS, the City desires to amend its permit fee schedule to clarify and standardize the formatting of certain fees, including specifying uniform dollar amounts and identifying the applicable unit of measurement where relevant; and

WHEREAS, the City desires to amend its permit fee schedule to remove fees that are no longer necessary or applicable, and to add new fees to account for specific services provided by the City that are not currently reflected in the existing fee schedule,.

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

1. **Recitals**. The City's building permit fee schedule shall be amended to reflect the proposed changes indicated as strikethrough (deleted) and underlined (added) as set forth in the Fee Schedule attached hereto and incorporated herein as Exhibit "A".

2. **Revised Fee Schedule**. Any fees and charges not modified by this Resolution shall remain in full force and effect.

3. **Severability**. In the event that any portion of this Resolution is determined to be invalid, illegal, or unconstitutional by a court of competent jurisdiction, such decisions shall in no manner affect the remaining portions or sections of the Resolution which shall remain in full force and effect.

4. **Conflict**. All Resolutions or portions thereof in conflict with any of the provisions in this Resolution are hereby repealed to the extent of such conflict.

5. **Effective Date**. This Resolution, and the amended fees and charges in the attached Fee Schedule, shall become effective July 1, 2026.

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 10th DAY OF JUNE, 2026.

ATTEST:

_____ _____

Tamara Melton
City Clerk

Gene Brown
Mayor

APPROVED AS TO FORM:

_____

Scott Rudacille
City Attorney

5588684v1

Fee Schedule	
PERMIT CATEGORIES	**BUILDING PERMIT FEES**
1-2 Family New Construction	$0.92 per sq ft
1-2 Family Alt. /Add. - Under 600Sqft	$360.00
1-2 Family Alt. /Add. Structure - Over 600Sqft	$0.92 per sq ft
1-2 Family Accessory Structure - Under 600Sqft	$480.00
1-2 Family Accessory Structure - Over 600Sqft	$0.98 per sq ft
Commercial New Construction	$0.98 per sq ft
Commercial Alt. /Add. - Under 600Sqft	$480.00
Commercial Alt. /Add. - Over 600Sqft	$0.98 per sq ft
Commercial Accessory Structure - Under 600Sqft	$480.00
Commercial Accessory Structure - Over 600Sqft	$0.98 per sq ft
Electrical Scope – Commercial Only	$150.00
Electrical Scope – Residential Only	$120.00
~~Electrical Service Change~~	~~$120.00~~
Electrical Trade - As Subcontractor	$100.00
Mechanical Scope – Commercial Only	$150.00
Mechanical Scope – Residential Only	$120.00
Mechanical Trade - As Subcontractor	$100.00
Plumbing Scope – Commercial Only	$150.00
Plumbing Scope – Residential Only	$120.00
Plumbing Trade - As Subcontractor	$100.00
Roofing Scope – Commercial Only	$360.00
Roofing Scope – Residential Only	$240.00

PERMIT CATEGORIES	BUILDING PERMIT FEES
Roofing Trade - As Subcontractor	$100.00
Solar Commercial	$420.00
Solar Residential	$150.00
Pool/Spa Commercial	$720.00
Pool/Spa Residential	$570.00
Pool / Spa Refinish Only	$150.00
Window/Ext. Door/ Garage Door Replacement Residential	$90.00
Window/Ext. Door/ Garage Door Replacement Commercial	$120.00 per each elevation per floor
Waterfront Structure (Dock/Davit/Seawall)	$180.00
Storage Tank LP/NG	$200.00
Sign	$90.00
Siding, Soffit, Fascia	$90.00
Generator	$210.00
Fence/Wall – Commercial	$25.00- If concrete/block wall-$300.00
Dumpster	$90.00
Demolition	$300.00
Deck over 30” High	$240.00
DCA Modular Building	$600.00
Concrete Pad ~~with Footing~~	$240.00
Building Relocation	$600.00
Antenna	$300.00
Aluminum Structure	$300.00
Master Plan Review	$300.00
30-Day TCO (30 Days ea.)	$240.00

PERMIT CATEGORIES	BUILDING PERMIT FEES
Change of Contractor/Subcontractor	$50.00
~~Certificate of Occupancy or Completion~~	~~$100.00~~
Change of Occupancy Review	$125.00
~~Affidavit Inspection~~	~~$75.00~~
~~Construction Board of Appeals~~	~~$375.00~~
Agricultural Exemption Review	No Fee
~~Building Code Interpretation~~	~~$350.00 Residential $600.00 Commercial (written interpretation)~~
Brownfield Development Incentive	10% Permit Fee Reduction
Designated Brownfield's Incentive	Building Permit Fee Only (Does not include other fees)
Duplicate Permit Card	$25.00
Expired Permit Reinstatement	Cost of the permit unless $200+ If cost of permit is $200or more the fee will be $200
Issued Permit Extension (180 Days)	$150.00- If Approved by Building Official (**Must be before Expiration**)
Permit Application Extension (90 Days ea.)	$150.00- If Approved by Building Official (**Must be before Expiration**)
Fire and/or Damage Assessment	$75.00
Flood Code Compliance Inspection	$75.00
Flood Elevation Determination	$25.00
Flood Management Permit	$210.00
Flood Pre-application Meeting	No Fee
Flood Re-stamping	$40.00
Floodplain Review	$75.00
Flood-proof Certificate Review	$50.00
Floodway Construction Certificate	$50.00
Landscape Fill Review	$75.00
Local Product Approval	$75.00

PERMIT CATEGORIES	BUILDING PERMIT FEES
Mitigation Review LOMR	$75.00
No Rise Certificate Review	$75.00
Notary Service	No Fee
Plan Amendment Re-review	$145.00
Records/Parcel/Research	$100.00
Permit After-The-Fact	100% of Original Permit Fee (excluding tax)
Reproduction Fees – Large Format 24"+	$5.00
Stop Work Order Release	$75.00
~~Temporary Power to Permanent Service~~	~~No Fee~~
Same Day/Time Specific Inspection:	$150.00 - First 2 hours; $40 Each Hour After-Pending Inspector Availability
Re-Inspection Fee	$75.00 each/ 3x=$300 - At Inspectors Discretion - $300 upon 3rd failed result
Partial Inspection (when warranted)	$75.00
Private Provider	~~30%~~ 50% Fee Reduction for Plan Review and Inspections ~~15%~~ 25% Fee Reduction for Inspections Only
Milestone Inspection Permits	$300.00

REFUND POLICY

- No refund will be made for any fee, or portion thereof, on any payments equal to or less than $150.00 except under the following circumstances:
  - Fees resulting from an error on the part of the City.
  - It is determined that a permit is not required.
  - Where an incorrect permit type is applied for, the fees will be credited towards the correct permit.
- For permit fees greater than $150.00, all refunds will be at 50% of the amount greater than $150.00, or as determined by the Building Official or Director.
- No refund shall be granted if work has commenced or if permit has become inactive or expired.
- No refund shall be granted for permits exceeding six months from application or issue date.
- All refund requests must be accompanied by a validated receipt or cancelled check and a written statement showing the reason for the request along with any other pertinent information provided on the refund request form.
- Refund checks will be made out to the person, company, or contractor that made the payment on the receipt(s).

Matthew Rush, Building Official

City Hall | 101 Old Main Street | Bradenton, Florida
34205 941.932.9404| matthew.rush@bradentonfl.gov
www.cityofbradenton.com

M E M O R A N D U M

To: Robin Singer
From: Matthew Rush
Date: May 28, 2026
Subject: 2026 Fee Schedule Revision

With the changes to Florida Statute 553.791 effective July 1, 2026, the City of Bradenton must revise the current fee schedule to be compliant with the law. Changes for the private provider discount will now require a 25% fee reduction for inspections only and a 50% fee reduction for plan review and inspections. Other changes are listed below:

- Remove “Electrical Service Change”, this is an electrical only permit.
- Add “Pool / Spa Refinish Only”, this will be for single inspection only.
- Revise “Window /Ext. Door / Garage Door Replacement Commercial” to simplify fee calculations for over-the-counter permits. They will be based on floors and elevations verses estimated time.
- Remove “Certificate of Occupancy or Completion”, this is part of permit fee.
- Remove “Affidavit Inspection”, this is covered by private provider F.S.553.791.
- Remove ”Construction Board of Appeals”, not available in city.
- Remove “Building Code Interpretation”, binding interpretations are under Florida Building Commission only.
- Remove “Temporary Power to Permanent Service”, this is under electrical permit.

AGENDA ITEM NO. 6.h

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: June 10, 2026

SUBMITTED BY: Kim Clayback, Public Works & Utilities

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Addition of an inDENSE Gravimetric Selector at the Wastewater Treatment Facility (WWTF) - Florida Department of Environmental Protection (FDEP) In-Kind Project

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
This project will add an inDENSE gravimetric selector to the existing secondary treatment system at the WWTF. This technology will enhance the biological nutrient removal of the existing activated sludge treatment system without modifying the process. The unit functions by increasing the density of return activated sludge (RAS).

FINANCIAL IMPACT:
FDEP In-Kind Projects are not permitted to be accounted for in existing capital accounts. A separate account is set up and account balanced at the end of the fiscal year.

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the FDEP In Kind Project for the addition of an inDENSE gravimetric selector at the WWTF.

ATTACHMENTS:
Sole/Single Source Justification Form

EXHIBIT B
Sole/Single Source Justification Form

The Purchasing Division requests that you complete this form as supporting documentation to justify a sole/single source purchase. Completion of this form does not constitute approval.

NOTE: GRANTS – When specific goods or services are required from a designated manufacturer or supplier and are authorized via a Grant, documentation from the cover page and budget plan of that grant should be attached to this form.

1. Please provide a description and documentation of the method used to choose this supplier. Include copies of all responses you obtained from written or verbal inquiries, including the name and phone number of the person supply the price:

   Proposal from World Water Works is attached. Supplier's contact information is: Cameron Young, Moss Kelley/MKI Services, cjy@mosskelley.com, 407-913-7177.

2. Describe the uniqueness and characteristics that limit the availability to only one supplier.

   The inDENSE system is a proprietary wastewater treatment technology.

3. Provide documentation demonstrating why the source selected is the only supplier that can provide the supplies and/or services.

   See attached.

4. Document or provide documentation of your efforts to find qualified suppliers. Include a list of all suppliers that were contacted in your search.

   Teams meetings were held on 2/9/26 and 3/17/26 to develop the proposal. An on-site meeting was held on 4/20/26. No additional suppliers exist.

5. How will your work be adversely affected if your sole/single source request is not approved and you must proceed with competitive bidding.

   Competitive bidding is not applicable as the equipment is being purchased directly.

Requestor's Signature: Brian Norman Digitally signed by Brian Norman Date: 2026.05.28 15:05:37 -04'00' Date: 5/28/26

Purchasing Manager's Signature: Erin Jones Digitally signed by Erin Jones Date: 2026.06.02 10:35:06 -04'00' Date: 6/2/2026

FLORIDA DEPARTMENT OF Environmental Protection

Southwest District
13051 North Telecom Parkway #101
Temple Terrace, Florida 33637-0926

Ron DeSantis
Governor

Jay Collins
Lt. Governor

Alexis A. Lambert
Secretary

May 14, 2026

Rob Perry, City Administrator
c/o Irvin Lee, Director
City of Bradenton Public Works and Utilities
101 12th St W
Bradenton, FL 34205-7217
Irvin.lee@Bradentonfl.gov

Re: In-Kind Project Approval Letter
City of Bradenton WWTF
OGC File No. 18-1466
Facility ID No. FL0021369
Manatee County

Dear Mr. Perry:

Thank you for the In-Kind Project proposal submitted March 26, 2026, Your request is approved to implement the following project:

- Add an inDENSE gravimetric selector, as produced by World Water Works, to the existing secondary treatment system at the WWTF

The proposed project provide a benefit to the environment and qualifies as an in-kind project in lieu of making a cash payment of civil penalties assessed on March 4, 2026 (4th Amendment penalties). If you have any questions, please contact Jessie Standridge at (813) 470-5736 or via e-mail at Jessie.Standridge@FloridaDEP.gov .

Sincerely,

Pamala Vazquez

For Ms. Kelley M. Boatwright
Southwest District Director
Florida Department of Environmental Protection

Enclosure: City of Bradenton In-Kind Proposal

cc:
Kim Clayback, PE, City of Bradenton, kim.clayback@bradentonFL.gov
Brian Norman, PE, City of Bradenton, brian.norman@bradentonfl.gov
Rob Perry, City of Bradenton, Rob.Perry@BradentonFL.gov
Annah Jensen, City of Bradenton, annah.jensen@woodardcurran.com
Pamala Vazquez, DEP, Pamala.Vazquez@FloridaDEP.gov
Emily Larson, DEP, Emily.Larson@FloridaDEP.gov
Jessie Standridge, DEP, Jessie.Standridge@FloridaDEP.gov

Irvin B. Lee P.E., Director

Public Works & Utilities | 888 13th Ave E Bradenton, Florida 34208
941.708.6300 | irvin.lee@bradentonfl.gov
www.cityofbradenton.com

March 26, 2026

Ms. Kelley M. Boatwright
District Director
Florida Department of Environmental Protection
Southwest District Office
13051 North Telecom Parkway, Suite 101
Temple Terrace, FL 33637-0926
Kelley.M.Boatwright@dep.state.fl.us

RE: In-Kind Project Proposal – inDENSE Gravimetric Selector
Fourth Amendment to Consent Order effective March 4, 2026
City of Bradenton WWTF
OGC File No. 18-1466
Facility ID No. FL0021369
Manatee County

Dear Ms. Boatwright:

In accordance with the conditions of the subject Consent Order (CO), in lieu of making a cash payment for the $167,621.00 in penalties set forth in the fourth amendment to the CO, the City of Bradenton (City) is electing to pursue the option of implementing an in-kind project of at least $251,431.50. Specifically, the City is proposing to purchase and install an inDENSE gravimetric selector at the Wastewater Treatment Facility (WWTF). Accordingly, we are submitting the following In-Kind Project Proposal for Department review and approval.

Project Benefits:

The project will add an inDENSE gravimetric selector, as produced by World Water Works, to the existing secondary treatment system at the WWTF. This technology will enhance the biological nutrient removal of the existing activated sludge treatment system without modifying the process. The unit functions by increasing the density of return activated sludge (RAS). This has multiple benefits for the process, including promoting nitrification, denitrification, and phosphorus uptake by increasing the concentration of desirable bacteria returned to the process through the existing RAS system.

Gene Brown *Mayor* | **Jayne Kocher** *Ward 1* | **Marianne Barnebey** *Ward 2* | **Kemp Schuessler** *Ward 3* | **Lisa Gonzalez Moore** *Ward 4* | **Pam Coachman** *Ward 5*

Irvin B. Lee P.E., Director

Public Works & Utilities I 888 13th Ave E Bradenton, Florida 34208
941.708.6300 I irvin.lee@bradentonfl.gov
www.cityofbradenton.com

Project Costs:

The City has solicited quotes from vendors to implement the outlined upgrades. As stipulated in the Consent Order, the value of any in-kind project proposed by the City must have a value 150% of the civil penalties imposed, which in this case is the equivalent of at least $251,431.50. Based on vendor proposals, the cost associated with the City's proposed in-kind project is more than 177% greater than the Consent Order imposed penalties. The estimated probable cost is shown in the table below.

ITEM	QTY	UNIT	UNIT PRICE	COST
4-Cyclone inDENSE Skid	1	LS	$247,500	$247,500
4" Process Piping and Connections	1	LS	$30,000	$30,000
4" Flowmeter	2	EA	$10,000	$20,000
			TOTAL	**$297,500**

Project Schedule:

As stipulated in the Consent Order, the City is prepared to move forward within thirty (30) calendar days of receiving written approval for the in-kind project from the Department. Based on information provided to the City by the vendor, the anticipated lead times for equipment, and allowing for suitable contingencies in that timetable, the following project schedule is proposed:

Task	Calendar Days From Department Approval of In-Kind Project
Following Department approval, City shall accept vendor proposal and issue a purchase order.	**30 days**
Equipment delivery upon City purchase order issuance. Proposed duration for this task is 120 calendar days.	30+120 = **150 days**
Construction by external vendors. Proposed duration for this task is 30 calendar days.	150+30 = **180 days**
Testing during normal operations. Proposed duration for this task is 30 calendar days.	180+30 = **210 days**
City request to Department for In-Kind Project Closure verification. Proposed duration for this task is 45 calendar days.	210+45 = **255 days**

The City is hoping the Department will find our proposed In-Kind project complies with all the requirements stipulated in the Consent Order. The project will enhance reliability of the City's wastewater treatment system and expedite the facility's return to compliance.

Gene Brown *Mayor* | **Jayne Kocher** *Ward 1* | **Marianne Barnebey** *Ward 2* | **Kemp Schuessler** *Ward 3* | **Lisa Gonzalez Moore** *Ward 4* | **Pam Coachman** *Ward 5*

Irvin B. Lee P.E., Director

Public Works & Utilities I 888 13th Ave E Bradenton, Florida 34208
941.708.6300 I irvin.lee@bradentonfl.gov
www.cityofbradenton.com

Should you have any questions or require any additional clarification, please do not hesitate to contact me at 941-708-6300 x-235 or irvin.lee@bradentonFL.gov. We look forward to your approval of this in-kind project.

Sincerely,

Irvin Lee Digitally signed by Irvin Lee
Date: 2026.03.26 14:09:39 -04'00'

Irvin B. Lee, P.E.
Director, Public Works & Utilities
City of Bradenton

Cc:

Jessie Standridge, jessie.standridge@FloridaDEP.gov
Pamala Vazquez, pamala.vazquez@FloridaDEP.gov
Emily Larson, emily.larson@FloridaDEP.gov
Erica Peck, erica.peck@FloridaDEP.gov
Rob Perry, City Administrator, rob.perry@bradentonFL.gov
Lance Williams, City Operations Officer, lance.williams@bradentonFL.gov
Ed Ferrence, Associate Director, Public Works & Utilities, Edward.Ference@bradentonFL.gov
David Lindsey, CIP Fiscal Program Manager, david.lindsey@bradentonfl.gov
Kim Clayback, P.E., Engineering Section Manager, kim.clayback@bradentonFL.gov
Don Demonia, Construction Section Manager, donald.demonia@bradentonfl.gov
Ross Peterson, Operations & Maintenance Manager, ross.peterson@bradentonfl.gov
Brian Norman, P.E., Environmental Protection Engineer, brian.norman@bradentonFL.gov
Leisha Pica, P.E., Program Manager, Jacobs, leisha.pica@jacobs.com
Fred Rogers, Area Manager, Woodard & Curran, frogers@woodardcurran.com
Chuck Tanner, Project Manager, Woodard & Curran, charles.tanner@woodardcurran.com
Annah Jensen, Env. Compliance Specialist, Woodard & Curran, annah.jensen@woodardcurran.com

Enclosure: World Water Works inDENSE Proposal dated March 12, 2026

Gene Brown *Mayor* | **Jayne Kocher** *Ward 1* | **Marianne Barnebey** *Ward 2* | **Kemp Schuessler** *Ward 3* | **Lisa Gonzalez Moore** *Ward 4* | **Pam Coachman** *Ward 5*

World water works

Clean Water and Energy from Wastewater

March 12, 2026

PROPOSAL
Woodard & Curran-Bradenton FL-inDENSE

CLIENT
Woodard and Curran

END USER

REPRESENTATIVE
Cameron Young, Moss Kelly

World water works
Clean Water and Energy from Wastewater

DATE: March 12, 2026
TO: Greg Parks, Woodard and Curran
FROM: Jason Calhoun, World Water Works, Inc. (WWW)
CC: David Foster, WWW
RE: inDENSE BUDGETARY PROPOSAL

Dear Greg,

Thank you for your interest in World Water Works and our separation technologies. We have prepared this preliminary proposal for you based on the design criteria provided. Please review and we look forward to hearing back from you. We encourage you to reach out to our references to understand how others have enjoyed the experience of working with World Water Works.

The document has been organized to provide:

1) OVERVIEW
2) DESIGN BASIS
3) SCOPE OF SUPPLY
4) PRICING & DELIVERY
5) CONTRACTUAL

WWW has the technology, team and record of customer satisfaction to provide you the assurance of success and long-term value. WWW delivers:

- A passionate and technical team
- A track record of customer satisfaction
- Lasting technology that is capitally and operationally cost effective
- The ability to achieve the desired goals consistently
- An industry leading warranty and performance guarantee

We look forward to partnering with you for lasting success! Let's schedule a time in the near future to review this proposal in detail and to move on to the next steps of refining project details and developing a formal sales agreement.

Best Regards,

Jason Calhoun

Jason Calhoun
World Water Works, Inc.

This document contains World Water Works' proprietary and confidential information has been disclosed for the purpose of consideration of purchase of the goods and services identified herein. This document and said confidential information shall NOT be distributed to any other company or entity except those listed on this cover page. By accepting and reviewing this proposal, you agree to these confidential terms.

TABLE OF CONTENTS

DESIGN BASIS 4
1. TECHNOLOGY OVERVIEW 4
2. DESIGN BASIS 5
SCOPE OF SUPPLY 7
3. SCOPE DOCUMENT 7
4. UTILITIES (TO BE PROVIDED BY OTHERS; SUBJECT TO FINAL DESIGN) 10
5. DRAFTING ENGINEERING SERVICES 10
6. FACTORY TESTING – QUALITY CONTROL 10
7. FIELD SUPPORT, STARTUP & TRAINING SERVICES 10
PRICING AND DELIVERY 11
8. TIMELINE 11
9. SHIPPING 11
10. PAYMENT TERMS 11
11. BUDGETARY PRICE 11
CONTRACTUAL INFORMATION 12
12. MECHANICAL WARRANTY & PERFORMANCE GUARANTEE 12
13. CUSTOMER TO SUPPLY (UNLESS OTHERWISE SPECIFIED IN THIS DOCUMENT) 12
14. TERMS AND CONDITIONS 12

DESIGN BASIS

1. TECHNOLOGY OVERVIEW

inDENSE™

World Water Works inDENSE™ system increases process throughput and performance through the selection of dense sludge aggregates with improved settling rates and the promotion of enhanced biological phosphorus removal (EBPR).

inDENSE is a gravimetric selection technology that provides a method for retaining the denser biomass while wasting out the light fraction of the MLSS in the treatment system. Increased density can lead to improved settling characteristics, which allows for the prevention of biomass loss and subsequent treatment disruption, especially during wet weather scenarios.

Selection for faster settling particles, and process configuration and physical forces can encourage aerobic granular sludge. The hydrocyclones select dense granules through the underflow while the lighter solids are wasted via overflow. The use of an external selector for improving settleability and stabilizing EBPR, with or without the use of formal anaerobic selector, is a **low capital cost investment for wastewater treatment plants.** With conventional activated sludge (CAS) being the predominant wastewater treatment technology globally. One key requirement of this technology is the ability to effectively separate the liquid and solid fractions. Floating or bulking sludge, at least temporarily, has affected the treatment capacity and performance of many of these facilities. World Water Works' inDENSE technology solves this problem.

In the operation of the CAS process, the treated wastewater is separated from the biomass after having passed through the biological reactor basins. In the secondary clarifiers, the activated sludge solids separate via gravity and settle to the bottom while the treated water is discharged through the effluent launder. To maintain the process, a large portion of the sludge is returned to the biological reactor basins as return activated sludge (RAS). This maintains the proper food to mass (F/M) ratio and solids retention time (SRT) to assure proper biological performance. The remainder of the sludge is removed from the process as waste activated sludge (WAS) and is disposed of via digesting, dewatering and/or otherwise handled.

Filamentous and other undesirable bacteria with poor settling properties can become more abundant and outcompete other desirable bacteria, negatively impacting settling. Poor settleability prevents the appropriate operation of the overall CAS system, leading to possible permit violations. Furthermore, by preferentially selecting for the denser bacteria, organisms such as PAOs are naturally selected. This provides the opportunity to achieve EBPR in the existing system for chemical-free phosphorous removal.

Benefits

- Achieves bio-P without process change
- Allows for denser sludge selection
- Solution for poor settling MLSS
- Reduced and/or eliminated chemistry
- Easily integrated into any existing plant
- Rapid return on investment
- Minimization of sludge loss
- Operational stability

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2. DESIGN BASIS

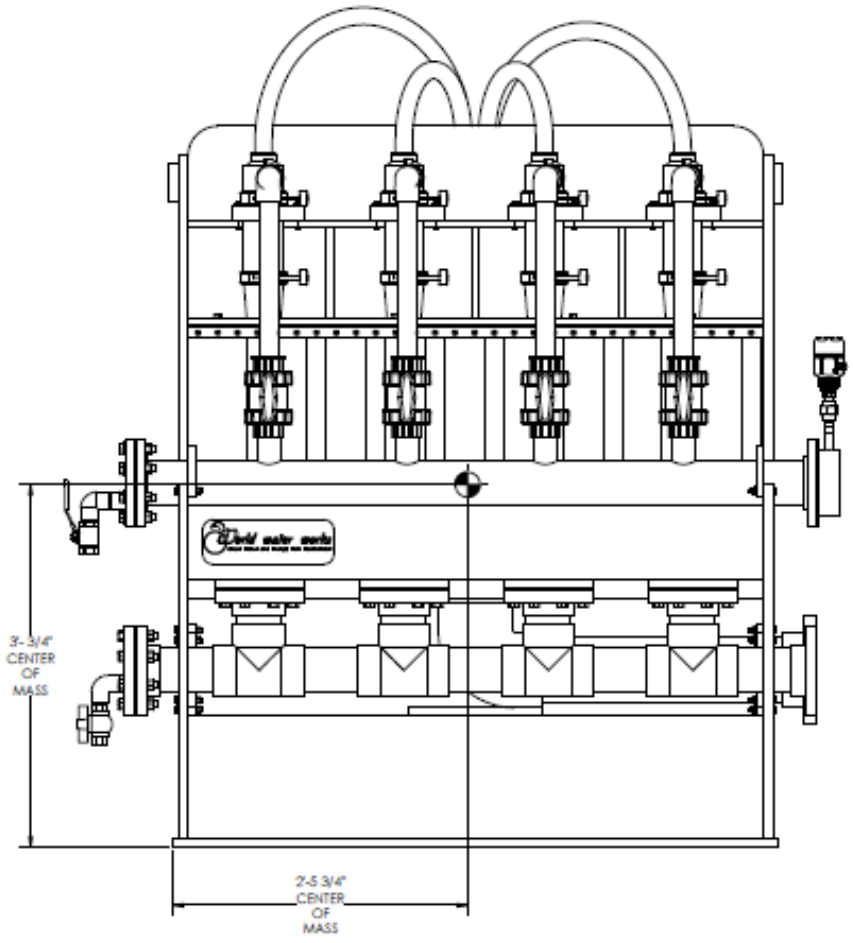
It is critical that the basis of design is accurate and meets the facility's current and future demands. The following information relates to the design basis used for this proposal. Any changes will likely impact design and costs.

Project Goals:	Improve Existing System Performance
Type of Facility:	
Type of Industry:	Municipal: Secondary Treatment
Facility Information:	
Hours Of Operation (hours/day):	24
Days Of Operation (days/week):	7
Weeks Of Operation (weeks/year):	52
Project Type:	Upgrade of Existing System
Elevation At Site (ft):	0
Plant Flow Information:	
Avg. Month Flowrate (GPD):	8,300,000
Max. Month Flowrate (GPD):	12,000,000
Instant Peak Flow (GPM):	13,889
WAS Design Information:	
Wasting Operational (hours/day):	24
Minimum WAS Rate (GPM):	23
Minimum WAS Rate (GPD):	33,120
Average WAS Rate (GPM):	99
Average WAS Rate (GPD):	142,560
Maximum WAS Rate (GPM):	173
Maximum WAS Rate (GPD):	249,120
Minimum WAS Concentration (mg/L):	4,400
Average WAS Concentration (mg/L):	7,034
Maximum WAS Concentration (mg/L):	14,516

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inDENSE Design Scenarios:

Scenario	Influent	Overflow	Underflow	Cyclones in Service
1	35 GPM	28 GPM	7 GPM	1
	1,871 lb/day	1,216 lb/day	655 lb/day	
2	152 GPM	122 GPM	30 GPM	4
	26,569 lb/day	17,270 lb/day	9,299 lb/day	
3	266 GPM	213 GPM	53 GPM	7
	14,073 lb/day	9,148 lb/day	4,926 lb/day	
4	266 GPM	213 GPM	53 GPM	7
	22,498 lb/day	14,624 lb/day	7,874 lb/day	
DESIGN	266 GPM	213 GPM	53 GPM	7
	14,073 lb/day	9,148 lb/day	4,926 lb/day	



WWW reserves the right to change product design and specification at anytime without notice. All pictures shown are for illustration purposes only and the actual product design may vary due to product enhancement. Please contact our sales department to ask if an image is current.

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3. SCOPE DOCUMENT

The below model numbers and equipment selection is based upon the information and data provided. In order to provide this proposal, certain assumptions were made. For example, items as transfer pump designs, blower designs and VFDs (where applicable) may be adjusted based upon final layouts, head pressures and other elements that could impact the selections.

Project Mgt, Eng & Design				
Quantity	**Model**	**Equipment Description**	**Description**	**Provided By**
1	DRAW-BP	Process Engineering, Design & Project Management	Drawing Package - Basic Package - IS Project	WWW

inDENSE Feed				
Quantity	**Model**	**Equipment Description**	**Description**	**Provided By**
1		Feed Pump		Others
1	VFD-0150	Variable Frequency Drive	VFD - 15 HP Allen Bradley	Others
1	inDEN-PUMPonly-40	Spare Pump and Motor	inDENSE Feed Pump Skid - 40 m3/hr, 30 m TDH, 15 HP (Verify Appropriate Pressures can be reached at Cyclone)	Others
1	inDEN-Screen	Self-Cleaning Strainer	Duplex Screen	Others
1	inDEN-FM-4	Flow Transmitter	inDENSE Flowmeter - 4 inch	Others
1		Pressure Relief Valve (PRV) 40 PSIG Rating		Others
1		Heat Tracing and Insulation Influent Feed Manifold		Others

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inDENSE Skid				
Quantity	**Model**	**Equipment Description**	**Description**	**Provided By**
1	inDEN-PT	Pressure Transmitter (Ships Loose)	inDENSE Cyclone Pressure Transmitter, 0-10 bar	WWW
4	CYC-3-10	inDENSE Cyclone	Hydrocyclone - 3 inch - 10 m3/hr (2.1 Bar Pressure Requirement)	WWW
4		15 mm Spigot		WWW
4		18 mm Spigot		WWW
4		20 mm Spigot		WWW
1	inDEN-SKID-40	Mounting Structure	inDENSE Cyclone Mounting Skid - Four 10 m3/hr Cyclones	WWW

inDENSE Overflow				
Quantity	**Model**	**Equipment Description**	**Description**	**Provided By**
1	inDEN-FM-4	Flow Transmitter	inDENSE Flowmeter - 4 inch	Others

Controls & Electrical				
Quantity	**Model**	**Equipment Description**	**Description**	**Provided By**
1		Electrical Cabinet		Others

Miscellaneous				
Quantity	**Model**	**Equipment Description**	**Description**	**Provided By**
1	MOD-	XXXXXXXXXXXXXXX	Generic Model Number	WWW

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QC & Shipping				
Quantity	**Model**	**Equipment Description**	**Description**	**Provided By**
1	QCSH-	Factory QA/QC		WWW
1	QCSH-	FOB Destination (Off-Loading BY OTHERS)		WWW

Startup and Training				
Quantity	**Model**	**Equipment Description**	**Description**	**Provided By**
1	SERV-FSO-3M	Startup and Training Services	Field Service - 3 Days On Site, 2 Travel Days, 1 Trip, Expenses Included	WWW

Warranty				
Quantity	**Model**	**Equipment Description**	**Description**	**Provided By**
1	WTY-1	Warranty	1-Year Mechanical	WWW

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4. UTILITIES (To Be Provided By Others; Subject to Final Design)

POWER	
High Voltage Power	460V, 3 Phase, TBD Amps
Control Power	24 VDC
Low Voltage Power	
Ancillary	110 V, 1 Phase 20 Amp
Chemical Feed(s)	110 V, 1 Phase 20 Amp

5. DRAFTING ENGINEERING SERVICES

World Water Works offers a variety of drafting and engineering package options from basic packages to full design/build engineering packages. Based upon the scope of supply and client discussions the following package has been selected. Please let us know if a different level of drawings and engineering services are required.

Basic Integrated Solution Engineering Package (limited to WWW's Scope of supply)

The Basic Integrated Solution Engineering Package includes:

- Piping & Instrument Diagrams (P&ID) for all unit processes of equipment provided
- General Equipment Layouts for all equipment provided within scope of supply
- Electrical Panel Layouts and PLC panels (if applicable)
- Equipment Cut Sheets

6. FACTORY TESTING – QUALITY CONTROL

World Water Works conducts numerous tests over the course of the manufacturing process to meet the highest of quality standards. WWW documents and keeps on record these tests, which are available to our clients. WWW invites the engineer and/or the client to witness this testing in Oklahoma City, OK.

7. FIELD SUPPORT, STARTUP & TRAINING SERVICES

The success of any system relies not only in the excellence of the technology and the proper design; it also relies upon proper operational ownership. With years of experience, WWW has developed highly effective training methods to assure success. World Water Works offers a variety of field service package options that can be tailored to best meet the project needs and treatment goals. The scope of supply lists out the services provided.

Important Notice: All onsite service is based on Travel on Monday and Fridays with days on site Tuesday, Wednesday, and Thursday. If weekend travel and/or onsite service is required, additional costs will be applied. Travel is based on notification two weeks in advance to be on site for meetings, service, etc.

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8. TIMELINE

Submittal Preparation	2 – 3 weeks
Equipment Construction	12 – 14 weeks after submittal approval
Inspection & Shipment	1 – 2 weeks

Note: Project delivery timing will be subject to timing of the order and timely approvals and payments by the customer. WWW manufactures its technology fully in-house, which gives us greater flexibility in meeting scheduling demands. **Please inquire about special timing requirements that may be available and potentially subject to additional fees.**

9. SHIPPING

Incoterm	FOB Destination
Shipping & Handling Terms	Freight Allowed
Desired Delivery Date	TBD

10. PAYMENT TERMS

50% Upon Drawing Approval

50% Upon Shipping

11. BUDGETARY PRICE

The following pricing is budgetary and will be finalized based upon final design and refinement of terms and options selected.

Budget Price (1) 4-Cyclone Skid..... $247,500 USD
(Startup and Training/Shipping Included)

This includes the specified equipment and services in the scope section labeled “WWW”, but are not inclusive of any of the items labeled “BY OTHERS”, “OPTIONAL”, “EXISTING”, or the responsibilities of the Customer itemized in the section below titled “CUSTOMER TO SUPPLY” and “CUSTOMER RESPONSIBILITIES”. This pricing also does not include any applicable local, state, and federal sales and use taxes, tariffs, duties, import taxes, brokerage fees, bonding, system installation costs and equipment shipping costs beyond what is stated.

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CONTRACTUAL INFORMATION

12. MECHANICAL WARRANTY & PERFORMANCE GUARANTEE

Equipment will be warranted from defects in materials, workmanship and design for a period of 12 months from the date upon which the goods are used or put into operation or 18 months from shipment, whichever occurs first. Warranty is contingent upon the system being stored, installed, operated and maintained in accordance with World Water Works' instructions. Extended warranties are available for an additional cost. World Water Works will provide a Performance Guarantee based upon final design and scope mutually agreed upon.

13. CUSTOMER TO SUPPLY (Unless Otherwise Specified in This Document)

- All Costs of Installation to include, but not be limited to: System Unloading, Piping and Electrical Installation, any/all Building/Foundation work, Permitting Costs, etc.
- Sufficient room for the equipment, sufficient water, sufficient heating and/or cooling, and sufficient compressed air to meet the requirements of the project.
- All utilities, sewer and solid waste disposal systems, chemicals, and laboratory testing required to operate the system to include, but not be limited to: phone/internet, electrical power supply, potable water at proper pressures and compressed air.
- Customer shall inform Company of any third-party inspection requirements. Customer shall pay any and all charges, which may be incurred for third party approval. Licenses and permits as required.
- Personnel trainable in operation and control of system and that follows WWW's recommendations.
- The above listed materials are based on the Company's interpretation of the plans and specifications. Any changes to this proposal are subject to price revision.
- Additional Customer requirements may be defined based upon final design and scope mutually agreed upon.

14. TERMS AND CONDITIONS

WWW Standard Terms and Conditions of sale are available upon request.

AGENDA ITEM NO. 6.i

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: June 10, 2026

SUBMITTED BY: Kim Clayback, Public Works & Utilities

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Change Order No. 8 for the Water Reclamation Facility (WRF) 4th Clarifier

SUGGESTED ACTION: Council approval of the Change Order and authorization for the Mayor to sign on behalf of the City.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The change order includes a price escalation for concrete during the construction of the clarifier, a revision to the splitter box weirs, and additional paving requested by the plant.

FINANCIAL IMPACT:
The project is funded by a FDEP SRF loan. Funding for the change order is included in the funding package and will be included in the total loan amount.

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve Change Order No. 8 for the WRF 4th Clarifier.

ATTACHMENTS:
Change Order No. 8 for WRF 4th Clarifier

Alachua | Jacksonville | Sarasota
Tampa | Titusville | Winter Haven

JonesEdmunds

CHANGE ORDER (CO) NO. 08

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: May 20, 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:	CHANGE IN CONTRACT TIMES:
Original Contract Price: $ 15,908,210.00	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. 07: $ 1,161,655.00	Increase from previously approved Change Orders No. 1 to No. 07: Substantial completion (days): 441 days Ready for final payment (days): 471 days
Contract Price prior to this Change Order: $ 17,069,865.00	Contract Times prior to this Change Order: Substantial completion (days or date): 992 days – 06/29/2026 Ready for final payment (days or date): 1,051 days – 08/27/2026
Increase of this Change Order: $ 755,032.00	**NO TIME CHANGE** for this Change Order: Substantial completion (days or date): 00 days Ready for final payment (days or date): 00 days
Contract Price incorporating this Change Order: $ 17,824,897.00	Contract Times with all approved Change Orders: Substantial completion (days or date): 992 days – 06/29/2026 Ready for final payment (days or date): 1,051 days – 08/27/2026

DESCRIPTION OF CHANGE (Attach additional sheets if required.)	DEDUCT	ADD
PCO 37 – Concrete Escalation Rev 1		$ 215,780.00
PCO 38 – Sheet Pile Rental Delays Rev 1		$ 76,637.00
PCO 42 – Splitter Box Bypass Rev 2		$ 179,887.00
PCO 48 – South Paving and Grading		$ 282,728.00
SUBTOTAL		$ 755,032.00
GRAND TOTAL		$ 755,032.00

Alachua | Jacksonville | Sarasota
Tampa | Titusville | Winter Haven

JonesEdmunds

ATTACHMENTS

PCO 37 – Concrete Escalation Rev 1
PCO 38 – Sheet Pile Rental Delays Rev 1
PCO 42 – Splitter Box Bypass Rev 2
PCO 48 - South Paving and Grading

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: 05/20/2026	Date: _____	Date: 05/20/2026

Approved by Funding Agency (if applicable):

_____ Date: _____

PCO 037 – CONCRETE ESCALATION
REVISION 1

Poole and Kent Company of Florida
1715 W Lemon Street
Tampa, Florida 33606
Phone: 813.251.2438
Fax: 813.253.2515

May 13th, 2026

City of Bradenton
101 Old Main St. W
Bradenton, FL 34205

RE: City of Bradenton – 4th Clarifier
Change Order Request #37 – Concrete Escalation Rev 1

City of Bradenton,

This proposal is for the escalation related to the concrete work.
We, Poole & Kent, propose to incorporate the work defined in this proposal, as clarified herein, in the amount of $215,780.

This proposal includes the following:

1. The escalation incurred from project delays and time extensions established on previous PCO's.
2. Pricing is valid for 30 days.
3. Pricing is based on normal working hours and not any overtime.
4. Price includes only the work specifically described in our proposal and is a lump sum/fixed price number. Backup for lump sum cost is being provided in order for all parties to agree that pricing is fair based upon historical cost and invoices.
5. Should additional time be required for or because of this change, we reserve our right to a time extension and associate costs.
6. For more detailed information, please see the attached submittal and breakdown from Poole and Kent.

If you have any questions, please feel free to contact me at 813-476-3116.

Sincerely,
Poole & Kent Company of Florida

Kyle Jackson

Kyle B. Jackson
Project Manager

Poole & Kent Contractors
An EMCOR Company

Job Name: Bradenton 4th Clarifier

PK Job No.: 23707

PK CO #: 37

Date: 5/13/2026

Sheet No.	Sheet Identification	Base Cost	Base Labor Cost
1	Material & Labor Breakdown	$ -	$ -
2	Rental Equipment + Tools	$ -	
3	Suppliers & Subcontractors	$ 195,955.00	
4	Incidental/Consumables (2% of PK Labor)	$ 32.00	$1,600.00
Totals: Material Cost - Labor Hours		$ 195,987.00	$ 1,600.00

LABOR

Adjustment Factor	100%		
	Hours	**Rate**	**Subtotal**
Apprentice	0.00	$45.00	$0.00
Journeyman/Foreman	0.00	$55.00	$0.00
Superindentant	0.00	$65.00	$0.00
TOTAL LABOR			$0.00

Suppliers		0.00
Labor Cost		1,600.00
Material Cost		0.00
Rental Equipment		0.00
Sales Tax	7.5%	0.00
Incidentals & Delivery		32.00
SubTotal		1,632.00
General Markup	15%	244.80
Subtotal		1,876.80
Subcontractors		195,955.00
Sub Mark Up	7%	13,716.85
Subtotal		211,548.65
Bond	1%	2,115.49
Insurance	1%	2,115.49
Final Adjustment		0.38
Total		$215,780.00

EQUIPMENT AND SUBCONTRACTORS

VENDOR / MANUFACTURER	EQUIPMENT/MATERIAL	PRICE
	TOTAL EQUIPMENT	0.00

SUBCONTRACTOR	SCOPE	PRICE
Acclaim	Escalation	$ 235,970.00
	Material Deduct	$ (40,015.00)

Incidentals

OTHER DIRECT COSTS	QTY	UNIT	UNIT TOTAL COST
Engineering/Drafting/Layout			0.00
Estimating & Cost Analysis	8	100.00	800.00
Extraordinary Estimating Expenses			0.00
Field Office Management			0.00
Project Management	8	100.00	800.00
Time Keepers and Expenses			0.00
Office Trailer			0.00
Electric Connection			0.00
Project Consumables (Water, Additional Safety,ext.)	2%		0.00
Rental Dumpsters	0	50.00	0.00
Access Platform			0.00
Instruction of Owner's Personnel			0.00
Security/Watchman			0.00
Start-Up			0.00
CPM Scheduling/Update			0.00
Deliveries, Company			0.00
O & M Manuals			0.00
Parking Expenses			0.00
Permits			0.00
Prefabrication Facilities/Shop Equipment			0.00
Progress Photos			0.00
Storage Facilities - Off-Site			0.00
Storage Facilities - On-Site			0.00
Welding Inspection & Testing			0.00
Waste Removal			0.00
Tags, Charts, Identification			0.00
Task Lighting			0.00
Temporary Air / Ventilation			0.00
Temporary Fencing			0.00
Temporary Power			0.00
Temporary Toilets	0	150.00	0.00
Temporary Water			0.00
Contingencies			0.00
Warranty			0.00
Sales Tax on Applicable Items Above			
Total Costs			$1,600.00

Project:	**Bradenton Clarifier #4**
Project Address:	201 17th Avenue West Bradenton, FL 34205
Company:	**Poole & Kent Contractors**
PM / Estimator:	Kyle Jackson
Change Order Request #:	08
Date:	5/1/2025
Acclaim Job Number:	24-0102

LABOR

Quantity	Unit type	Description	$/unit	Cost of labor
$501,000.00	LS	abor (5% increase in insurance OH in 2025)	5%	$ 25,050.00
4	Each	Mobilization & Demobilization (3 separate mobilizations needed)	$ 1,500.00	$ 6,000.00
		Labor Subtotal		$ 31,050.00
		Labor Total		$ 31,050.00

MATERIAL

Quantity	Unit type	Description	$/unit	Cost of Material
2710	CY	Concrete & grout Thru 12/31/2024	$ 5.00	$ 13,550.00
2710	CY	Concrete & grout Thru 6/30/2025	$ 5.00	$ 13,550.00
2583	CY	Penetron additive Increase after 12/31/2024	$ 5.00	$ 12,915.00
				$ -
		Material subtotal		$ 40,015.00
		Material Sales Tax	7.50%	$ 3,001.13
		Material Total		$ 43,016.13

EQUIPMENT / SUBCONTRACTORS / UNIT COSTS

Quantity	Unit type	Description	$/unit	Cost of E/S/U
1	LS	Formwork rental LOR due to delays (see attached Symons charge-back dated 4/7/2025)	$ 100,000.00	$ 100,000.00
10	Months	Forklift rental (on site) JCB 509	$ 3,350.00	$ 33,500.00
4	Months	Additional Bond cost for extended bond term 1% bond amount / month	$ 430.00	$ 1,720.00
		Equipment & Sub Total		$ 135,220.00

Labor Total		$ 31,050.00
Material total		$ 43,016.13
Equip./Sub/ Unit Total		$ 135,220.00
Subtotal		$ 209,286.13
Allowable OH&P	10%	$ 20,928.61
Sub-Total		$ 230,214.74
Plus Bond	2.5%	$ 5,755.37
GRAND TOTAL (no pennies)		**$ 235,970**

NOTE: This is the only form on which change order proposals will be accepted.

PCO 038 – SHEET PILE RENTAL DELAYS
REVISION 1

Poole and Kent Company of Florida
1715 W Lemon Street
Tampa, Florida 33606
Phone: 813.251.2438
Fax: 813.253.2515

Jan 6th, 2025

City of Bradenton
101 Old Main St. W
Bradenton, FL 34205

RE: City of Bradenton – 4th Clarifier
Change Order Request #38 Rev 1 – Sheet Pile Rental Delay Costs

City of Bradenton,

This proposal is for the two months of sheet pile rental costs incurred from project delays. The sheets were on rent from May 2024 until October 2025. This exceeded the 7 month rental period we had in our bid.

We, Poole & Kent, propose to incorporate the work defined in this proposal, as clarified herein, in the amount of $76,637.

This proposal includes the following:

1. One month delay from PCO #10 review, and one month delay from Hurricane Helene, Hurricane Milton, and other weather delays.
2. Pricing is valid for 30 days.
3. Pricing is based on normal working hours and not any overtime.
4. Price includes only the work specifically described in our proposal and is a lump sum/fixed price number. Backup for lump sum cost is being provided in order for all parties to agree that pricing is fair based upon historical cost and invoices.
5. Should additional time be required for or because of this change, we reserve our right to a time extension and associate costs.
6. For more detailed information, please see the attached submittal and breakdown from Poole and Kent.

If you have any questions, please feel free to contact me at 813-476-3116.

Sincerely,
Poole & Kent Company of Florida

Kyle Jackson

Kyle B. Jackson
Project Manager

Poole & Kent Contractors
An EMCOR Company

Job Name: Bradenton 4th Clarifier

PK Job No.: 23707

PK CO #: 38

Date: 1/6/2026

Sheet No.	Sheet Identification	Base Cost	Base Labor Cost
1	Material & Labor Breakdown	$ -	$ -
2	Rental Equipment + Tools	$ -	
3	Suppliers & Subcontractors	$ 70,000.00	
4	Incidental/Consumables (2% of PK Labor)	$ 4.00	$200.00
Totals: Material Cost - Labor Hours		$ 70,004.00	$ 200.00

LABOR

Adjustment Factor	100%		
	Hours	**Rate**	**Subtotal**
Apprentice	0.00	$45.00	$0.00
Journeyman/Foreman	0.00	$55.00	$0.00
Superindentant	0.00	$65.00	$0.00
TOTAL LABOR			$0.00

Suppliers		0.00
Labor Cost		200.00
Material Cost		0.00
Rental Equipment		0.00
Sales Tax	7.5%	0.00
Incidentals & Delivery		4.00
SubTotal		204.00
General Markup	15%	30.60
Subtotal		234.60
Subcontractors		70,000.00
Sub Mark Up	7%	4,900.00
Subtotal		75,134.60
Bond	1%	751.35
Insurance	1%	751.35
Final Adjustment		(0.29)
Total		$76,637.00

EQUIPMENT AND SUBCONTRACTORS

VENDOR / MANUFACTURER	EQUIPMENT/MATERIAL	PRICE
	TOTAL EQUIPMENT	0.00

SUBCONTRACTOR	SCOPE	PRICE
Big M	Sheet Piles	$ 70,000.00
	TOTAL SUBCONTRACTORS	70,000.00

Incidentals

OTHER DIRECT COSTS	QTY	UNIT	UNIT TOTAL COST
Engineering/Drafting/Layout			0.00
Estimating & Cost Analysis	1	100.00	100.00
Extraordinary Estimating Expenses			0.00
Field Office Management			0.00
Project Management	1	100.00	100.00
Time Keepers and Expenses			0.00
Office Trailer			0.00
Electric Connection			0.00
Project Consumables (Water, Additional Safety,ext.)	2%		0.00
Rental Dumpsters	0	50.00	0.00
Access Platform			0.00
Instruction of Owner's Personnel			0.00
Security/Watchman			0.00
Start-Up			0.00
CPM Scheduling/Update			0.00
Deliveries, Company			0.00
O & M Manuals			0.00
Parking Expenses			0.00
Permits			0.00
Prefabrication Facilities/Shop Equipment			0.00
Progress Photos			0.00
Storage Facilities - Off-Site			0.00
Storage Facilities - On-Site			0.00
Welding Inspection & Testing			0.00
Waste Removal			0.00
Tags, Charts, Identification			0.00
Task Lighting			0.00
Temporary Air / Ventilation			0.00
Temporary Fencing			0.00
Temporary Power			0.00
Temporary Toilets	0	150.00	0.00
Temporary Water			0.00
Contingencies			0.00
Warranty			0.00
Sales Tax on Applicable Items Above			
Total Costs			$200.00

PCO 042 – SPLITTER BOX BYPASS
REVISION 2

Poole and Kent Company of Florida
1715 W Lemon Street
Tampa, Florida 33606
Phone: 813.251.2438
Fax: 813.253.2515

May 5th, 2026

City of Bradenton
101 Old Main St. W
Bradenton, FL 34205

RE: City of Bradenton – 4th Clarifier
Change Order Request #42 Rev 2 – Splitter Box Bypass

City of Bradenton,

This proposal is for the splitter box bypass, which is necessary to facilitate the installation of the slide gates.

We, Poole & Kent, propose to incorporate the work defined in this proposal, as clarified herein, in the amount of $179,887.

This proposal includes the following:

1. This price includes the rental of the bypass pumps required for the revised splitter box slide gate installation.
2. Additional labor incurred for chamber isolation, handrail and grating modifications due to the change.
3. Pricing is valid for 30 days.
4. Pricing is based on normal working hours and not any overtime.
5. Price includes only the work specifically described in our proposal and is a lump sum/fixed price number. Backup for lump sum cost is being provided in order for all parties to agree that pricing is fair based upon historical cost and invoices.
6. Should additional time be required for or because of this change, we reserve our right to a time extension and associated costs.
7. For more detailed information, please see the attached submittal and breakdown from Poole and Kent.

If you have any questions, please feel free to contact me at 813-476-3116.

Sincerely,
Poole & Kent Company of Florida

Kyle Jackson

Kyle B. Jackson
Project Manager

Poole & Kent Contractors
An EMCOR Company

Job Name: Bradenton 4th Clarifier

PK Job No.: 23707

PK CO #: 42

Date: 5/5/2026

Sheet No.	Sheet Identification	Base Cost	Base Labor Cost
1	Material & Labor Breakdown	$ 4,263.39	$ 11,530.00
2	Rental Equipment + Tools	$ 122,140.00	
3	Suppliers & Subcontractors	$ -	
4	Incidental/Consumables (2% of PK Labor)	$ 342.60	$5,600.00
Totals: Material Cost - Labor Hours		$ 126,745.99	$ 17,130.00

LABOR

Adjustment Factor	100%		
	Hours	**Rate**	**Subtotal**
Apprentice	98.00	$45.00	$4,410.00
Journeyman/Foreman	68.00	$55.00	$3,740.00
Superindentant	52.00	$65.00	$3,380.00
TOTAL LABOR			$11,530.00

Suppliers		0.00
Labor Cost		17,130.00
Material Cost		4,263.39
Rental Equipment		122,140.00
Sales Tax	7.5%	9,480.25
Incidentals & Delivery		342.60
SubTotal		153,356.24
General Markup	15%	23,003.44
Subtotal		176,359.68
Subcontractors		0.00
Sub Mark Up	7%	0.00
Subtotal		176,359.68
Bond	1%	1,763.60
Insurance	1%	1,763.60
Final Adjustment		0.13
Total		$179,887.00

Sheet Identification: MATERIAL AND LABOR COST ESTIMATE SHEET Sheet No. 1

QUANTITY	DESCRIPTION	MATERIAL		LABOR	
		Unit Price	Ext. Price	UNIT	TOTAL
1	COFFER DAMS	$ 883.39	$ 883.39		0
	MISC MATERIALS FOR HANDRAIL AND GRATING	$ 500.00	$ 500.00		0
	PIPE PLUG	$ 2,880.00	$ 2,880.00		
			$ -		0
			$ -		0
			$ -		0

CONSTRUCTION EQUIPMENT AND MAJOR TOOLS

EQUIPMENT / TOOLS	QTY	UNIT	COST PER UNIT	TOTAL COST
Acetylene Rigs Complete		hrs		0.00
Air Compressor, Chipping Hammer, and Hose		day		0.00
Backhoe		day		0.00
Saw W. Gas		hrs		0.00
Barricades		hrs		0.00
Blower/Fan		hrs		0.00
Bomag Roller		hrs		0.00
Bypass Equipment	1		98,570.00	98,570.00
Case Wheel Loader		day	0.00	0.00
Concrete Pump Truck		Yds		0.00
Core Drill Machine		day	110.00	0.00
Crane		hrs		0.00
Crane (Boom Truck)		hrs		0.00
Crawler		Trips		0.00
Compactor W. Fuel & Delivery	2	day	225.00	450.00
Dewatering Equipment		week		0.00
Diesel Welding Machine		week		0.00
Drill - Variable Speed		hrs		0.00
Dumpster		month	125.00	0.00
Dumptruck		hrs		0.00
Excavator (Mini)	2	day	560.00	1,120.00
Excavator (Mini) Delivery & Pickup				0.00
Flat Bed Truck - 2 Ton		hrs		0.00
Fork Lift		month	3,504.15	0.00
Fork Lift & pickup			400.00	0.00
Telehandler		week	875.00	0.00
Generator		hrs		0.00
Diesel	4000	gallons	5.50	22,000.00
Grooving Machine		hrs		0.00
Hilti Drill		hrs		0.00
Ladders		hrs		0.00
Laser		hrs		0.00
Pick-up Truck		hrs		0.00
Pipe Bending Machine		week		0.00
Pipe Machine		hrs		0.00
Plate Compactor		day	150.00	0.00
Portable Power Jack		hrs		0.00
2" Electric Pump (2 Pumps)		week	250.00	0.00
Restroom		month	220.00	0.00
Roust-A-Bouts		hrs		0.00
Rubber Tire Combination		hrs		0.00
Scaffolding/shoring		month	281.00	0.00
Scaffolding/shoring Delivery & pickup			400.00	0.00
Scissor/Hi-Lift		week		0.00
Safety Equipment		month		0.00
Temporary OH Crane (2)		Month	1,000.00	0.00
Track Backhoe		hrs		0.00
Transit/Level		hrs		0.00
Trench Box		days		0.00
Trenching Machine		hrs		0.00
Other (Concrete/Grout Hual off)		n/a		0.00
Snokel Lift				0.00
Delivery/ Pick Up of Equipment		n/a		0.00
				0.00
		EQUIPMENT & TOOLS TOTAL COSTS		$122,140.00

Incidentals

OTHER DIRECT COSTS	QTY	UNIT	UNIT TOTAL COST
Engineering/Drafting/Layout			0.00
Estimating & Cost Analysis	24	100.00	2,400.00
Extraordinary Estimating Expenses			0.00
Field Office Management			0.00
Project Management	32	100.00	3,200.00
Time Keepers and Expenses			0.00
Office Trailer			0.00
Electric Connection			0.00
Project Consumables (Water, Additional Safety,ext.)	2%		0.00
Rental Dumpsters	0	50.00	0.00
Access Platform			0.00
Instruction of Owner's Personnel			0.00
Security/Watchman			0.00
Start-Up			0.00
CPM Scheduling/Update			0.00
Deliveries, Company			0.00
O & M Manuals			0.00
Parking Expenses			0.00
Permits			0.00
Prefabrication Facilities/Shop Equipment			0.00
Progress Photos			0.00
Storage Facilities - Off-Site			0.00
Storage Facilities - On-Site			0.00
Welding Inspection & Testing			0.00
Waste Removal			0.00
Tags, Charts, Identification			0.00
Task Lighting			0.00
Temporary Air / Ventilation			0.00
Temporary Fencing			0.00
Temporary Power			0.00
Temporary Toilets	0	150.00	0.00
Temporary Water			0.00
Contingencies			0.00
Warranty			0.00
Sales Tax on Applicable Items Above			
Total Costs			$5,600.00

MERSINO | GLOBAL PUMP
A MERSINO COMPANY

900 N Squirrel Rd Auburn Hills, Michigan, 48326 United States

Shipping Address
Poole & Kent Company of Florida, 65647 - Project Address
1411 9th St W
PO #23707
Bradenton FL 34209
United States

Poole & Kent Company of Florida
1781 Nw North River Drive
Miami FL 33125
United States

Invoice 148363

Invoice Date	Due Date	Delivery Date	Payment Terms	Source	Reference
02/28/2026	03/30/2026	02/10/2026	Net 30	S24229	PO #23707

Description	Start Date	End Date	Fleet Number	Quantity	Unit Price	Taxes	Amount
65647: Bradenton 9th St Plant Bypass							
Pumping							
PO #23707							
TWO WEEKS AND ONE DAY RENTAL							
28MGD TEMPORARY BYPASS SYSTEM	02/06/2026	02/08/2026	ST12-11597, ST12-11602, ST12-11604, DSM037, GV12-019, GV12-007, ST12-11806	1.00 Units	14,227.50000		$ 14,227.50
28MGD TEMPORARY BYPASS SYSTEM	02/09/2026	02/15/2026	ST12-11597, ST12-11602, ST12-11604, DSM037, GV12-019, GV12-007, ST12-11806	1.00 Units	18,970.00000		$18,970.00

MERSINO | GLOBAL PUMP
A MERSINO COMPANY

900 N Squirrel Rd Auburn Hills, Michigan, 48326 United States

Description	Start Date	End Date	Fleet Number	Quantity	Unit Price	Taxes	Amount
28MGD TEMPORARY BYPASS SYSTEM	02/16/2026	02/18/2026	ST12-11597, ST12-11602, ST12-11604, DSM037, GV12-019, GV12-007, ST12-11806	1.00 Units	18,970.00000		$18,970.00
DEMOBILIZATION	02/23/2026	02/27/2026		1.00 Units	1,800.00000		$ 1,800.00
REMOVAL & DEMOBILIZATION OF EITHER SYSTEM	02/23/2026	02/27/2026		1.00 Units	5,325.00000		$ 5,325.00

Untaxed Amount	$59,292.50
Total	$59,292.50

Please use the following communication for your payment: 148363

Unless stated otherwise: Quotations are only valid for 30 days; any rental time frame is based upon three days equaling one week and three weeks equaling one (28-day) month; and any quantities mentioned in the pricing schedule are only estimated and will be billed per the actual quantities provided. Rental of equipment starts upon delivery. **Payment terms are net 30.**

By agreeing to this quotation, you agree and accept the full terms and conditions located at https://apps.mersino.com/terms/Pumping-T-and-Cs-v2.pdf

MERSINO | GLOBAL PUMP
A MERSINO COMPANY

900 N Squirrel Rd Auburn Hills, Michigan, 48326 United States

Shipping Address
Poole & Kent Company of Florida, 65647 - Project Address
1411 9th St W
PO #23707
Bradenton FL 34209
United States

Poole & Kent Company of Florida
1781 Nw North River Drive
Miami FL 33125
United States

Invoice 147138

Invoice Date	Due Date	Payment Terms	Source	Reference
01/31/2026	03/02/2026	Net 30	S24229	PO #23707

Description	Start Date	End Date	Fleet Number	Quantity	Unit Price	Taxes	Amount
65647: Bradenton 9th St Plant Bypass							
Pumping							
PO #23707							
LINES SPLIT FOR DISCRETIONARY TAX OF $5,000.00							
MOBILIZATION	01/19/2026	01/19/2026		1.00 Units	3,600.00000	Tax 6%	$ 3,600.00
LABOR - HOURLY / STRAIGHT TIME: EST FOR INSTALLATION: (4) TECHS @ (3) 10HR DAYS FOR 28MGD SYSTEM	01/19/2026	01/26/2026		120.00 Hours	135.00000	Tax 6%	$ 16,200.00
FUSION SERVICES FOR 28MGD SYSTEM, INCLUDES FUSION TECH, MACHINE, AND SUPPORT VEHICLE	01/19/2026	01/26/2026		3.00 Units	1,750.00000	Tax 6%	$ 5,250.00
{STANDBY WEEK} 28MGD TEMPORARY BYPASS SYSTEM	01/27/2026	02/02/2026		1.00 Units	9,227.50000	Tax 6%	$ 9,227.50

433861

MERSINO | GLOBAL PUMP
A MERSINO COMPANY

900 N Squirrel Rd Auburn Hills, Michigan, 48326 United States

Description	Start Date	End Date	Fleet Number	Quantity	Unit Price	Taxes	Amount
{STANDBY WEEK} 28MGD TEMPORARY BYPASS SYSTEM	01/27/2026	02/02/2026		1.00 Units	5,000.00000	Tax 1%, Tax 6%	$ 5,000.00

Untaxed Amount	$ 39,277.50
Taxes	$ 2,406.65
Total	**$ 41,684.15**

RECEIVED
FEB 6 - 2026
POOLE & KENT FLA.

Please use the following communication for your payment: **147138**
on this account: **1190002285**

Unless stated otherwise: Quotations are only valid for 30 days; any rental time frame is based upon three days equaling one week and three weeks equaling one (28-day) month; and any quantities mentioned in the pricing schedule are only estimated and will be billed per the actual quantities provided. Rental of equipment starts upon delivery. **Payment terms are net 30.**

By agreeing to this quotation, you agree and accept the full terms and conditions located at https://apps.mersino.com/terms/Pumping-T-and-Cs-v2.pdf

DATE 2/13/26
PO NO
JOB NO 23707
CLASS CODE JE
PROJ MGR APPROV JE
OFFICER APPROV
SALES TAX ☐ Y ☐ N

433861

INVOICE

Alro Steel
Alro Metals
Alro Plastics
Alro Metals Outlet

Invoice Number: **GBB4727TA**
Invoice Date: **02/02/2026**

RECEIVED
FEB 3 - 2026
POOLE & KENT FLA.

PLEASE REMIT CHECKS TO
Dept 771478
P.O. Box 77000
Detroit, MI 48277-1478

BILLING ADDRESS

THE POOLE AND KENT COMPANY
1715 W LEMON ST
TAMPA, FL 33606-1030

SHIPPING ADDRESS

THE POOLE AND KENT COMPANY
1810 1ST STREET WEST
ATTN:MIKE 813.340.9256
6:30-3
BRADENTON, FL 34208

Customer Number	Customer P.O. Number	Customer Release Number	Ordered By
01634305	23707	THANK YOU	MICHAEL, EM

Packing Slip	F.O.B./Via	Alro Order Number	Sales Contact
TA 3747116	DESTINATION TA TRUCK	115614278	Linda O'Keefe (813) 661-1646 LOKEEFE@ALRO.COM

Line	Quantity	Description		Length/Size	Units Shipped	Unit Price	Amount
#1	3 SHT	1/4 A-36 HR PLATE	48 X 96	48 X 96 IN	3 SHT	$294.4633 SHT	$883.39

DETAIL: 1 DAY
RT11870037 HEAT# 1741171
.240 MIN.TEMPER FLAT-MILL EDGE

6754

DATE 2/13/26
PO NO
JOB NO 23707
CLASS CODE MO
PROJ MGR APPROV JE
OFFICER APPROV
SALES TAX ☐Y ☐N

FREIGHT AMOUNT INCLUDES TEMPORARY FUEL SURCHARGE

PAYMENT TERMS: 0.5% / 10, NET 30
CURRENCY: USD

THIS INVOICE IS SUBJECT TO THE TERMS AND CONDITIONS OF SALES WHICH ARE SET FORTH ABOVE AND ON THE REVERSE SIDE HEREOF OR ATTACHED HERETO.

PLEASE REMIT ELECTRONICALLY TO:
Alro Steel Corporation c/o JPMorgan Chase
Account: 838034783
Swift code: chasus33
Wire ABA: 021000021
ACH ABA: 072000326

ORIGINAL INVOICE

GROSS AMOUNT:	$883.39
FREIGHT:	$13.80
SALES TAX:	$62.80
INVOICE TOTAL:	**$959.99**

PCO 048 – SOUTH PAVING AND GRADING

Poole & Kent Contractors
An EMCOR Company

Job Name: Bradenton 4th Clarifier

PK Job No.: 23707

PK CO #: 48

Date: 5/5/2026

Sheet No.	Sheet Identification	Base Cost	Base Labor Cost
1	Material & Labor Breakdown	$ -	$ 520.00
2	Rental Equipment + Tools	$ -	
3	Suppliers & Subcontractors	$ 255,850.00	
4	Incidental/Consumables (2% of PK Labor)	$ 58.40	$2,400.00
Totals: Material Cost - Labor Hours		$ 255,908.40	$ 2,920.00

LABOR

Adjustment Factor	100%		
	Hours	**Rate**	**Subtotal**
Apprentice	0.00	$45.00	$0.00
Journeyman/Foreman	0.00	$55.00	$0.00
Superindentant	8.00	$65.00	$520.00
TOTAL LABOR			$520.00

Suppliers		0.00
Labor Cost		2,920.00
Material Cost		0.00
Rental Equipment		0.00
Sales Tax	7.5%	0.00
Incidentals & Delivery		58.40
SubTotal		2,978.40
General Markup	15%	446.76
Subtotal		3,425.16
Subcontractors		255,850.00
Sub Mark Up	7%	17,909.50
Subtotal		277,184.66
Bond	1%	2,771.85
Insurance	1%	2,771.85
Final Adjustment		(0.35)
Total		$282,728.00

EQUIPMENT AND SUBCONTRACTORS

VENDOR / MANUFACTURER	EQUIPMENT/MATERIAL	PRICE
	TOTAL EQUIPMENT	0.00

SUBCONTRACTOR	SCOPE	PRICE
Big M	Revision to Contract Asphalt/Grading Plan	$ 255,850.00

Incidentals

OTHER DIRECT COSTS	QTY	UNIT	UNIT TOTAL COST
Engineering/Drafting/Layout			0.00
Estimating & Cost Analysis	8	100.00	800.00
Extraordinary Estimating Expenses			0.00
Field Office Management			0.00
Project Management	8	100.00	800.00
Time Keepers and Expenses			0.00
Office Trailer			0.00
Electric Connection			0.00
Project Consumables (Water, Additional Safety,ext.)	2%		0.00
Rental Dumpsters	0	50.00	0.00
Access Platform			0.00
Instruction of Owner's Personnel			0.00
Security/Watchman			0.00
Survey	1	800.00	800.00
CPM Scheduling/Update			0.00
Deliveries, Company			0.00
O & M Manuals			0.00
Parking Expenses			0.00
Permits			0.00
Prefabrication Facilities/Shop Equipment			0.00
Progress Photos			0.00
Storage Facilities - Off-Site			0.00
Storage Facilities - On-Site			0.00
Welding Inspection & Testing			0.00
Waste Removal			0.00
Tags, Charts, Identification			0.00
Task Lighting			0.00
Temporary Air / Ventilation			0.00
Temporary Fencing			0.00
Temporary Power			0.00
Temporary Toilets	0	150.00	0.00
Temporary Water			0.00
Contingencies			0.00
Warranty			0.00
Sales Tax on Applicable Items Above			
Total Costs			$2,400.00

PLOTTED: 1/6/2026 04:21 PM KYLEIGH RUDDY, EI

© Jones Edmunds 2234

SAVED: 1/6/2026 4:19 PM KRUDDY \\GNVPAN01\PANCLIENTS\01890 - ASRUS\PROJECTS\004-01-BRADENTON FOURTH CLARIFIER\CAD\DWGS\CIVIL\CIVIL SHEETS-01890-004-01.DWG

RAS FLOW METER PAD. SEE SHEET C3 FOR COORDINATES.

PROPOSED SCUM PUMP WET WELL FFE=25.98

PROPOSED RAS PUMP STATION (36'x25') FFE=25.75

PROPOSED ELEC. BLDG.

2 C5 CONCRETE SIDEWALK SEE DETAIL

3 C5 CONCRETE MOW STRIP SEE DETAIL

END CONSTRUCTED SWALE. DIRECT RUNOFF TO EXIST. DRAINAGE SYSTEM TO THE NORTH.

REMOVE AND PROTECT LAMPPOST DURING CONSTRUCTION AND REINSTALL

PROPOSED CLARIFIER No. 4

PROPOSED ASPHALT ACCESS ROAD. SEE SHEET C5.

3 C5 CONCRETE MOW STRIP (TYP) SEE DETAIL

PROPOSED SLUDGE DRYING BED STRUCTURE. (TYP) SEE SHEET M10

29.50 GRADE FOR POSITIVE DRAINAGE

PROTECT EXISTING LAMPPOST DURING CONSTRUCTION

MiraFi - GeoFabric underlayment with 6" depth of #57 Stone

EXISTING #57 STONE APRON

METAL STORAGE CANOPY

3' wide x 12" Tall Domed Soil Berm

FND CAPPED IRON ROD ZNS LB6982

FND CONCRETE MONUMENT PLS 1876

FND RIVET & DISK GPY LB021

201 ×22.88 FMND BENCHMARK LB 8011

109 24.15 FCM BROKEN

37 ×25.51 SCIR COB SURVEY DEPT

40 ×27.63 SHT

41 ×25.27 SMN

39 ×25.45 SMN

36 ×26.00 SMN

11 ×27.92 SCIR COB SURVEY DEPT 1034

ADMINISTRATIVE BUILDING COB ID 39A FFE = 27.08'

CHEMSCAN ANALYZER BUILDING FFE=22.80'

M.M.C. 1 BUILDING COB ID 45G FFE=24.14'

FUEL TANK

FPL V149 BUILDING COB ID 40H

DIGESTER-1

DIGESTER BUILDING COB ID 47-I FFE=24.16'

DIGESTER-2

PUMP BLDG COB ID 40B FFE=24.55'

PLANTER

UECB

PT #10 PT #19 PT #22 PT #26 PT #27 PT #29 PT #30 PT #33

SITE GRADING AND DRAINAGE PLAN

1"=30'

GRAPHIC SCALE

0 15 30 60

SCALE IN FEET

NOTES:

1. DISTURBED AREAS SHALL BE RESTORED IN ACCORDANCE WITH GENERAL NOTE 19 ON SHEET G4 AND SPECIFIED ELSEWHERE.
2. ALL AREAS OF PAVEMENT CONSTRUCTION SHALL BE PER FULL DEPTH CONSTRUCTION. SEE TYPICAL SECTION 1 ON SHEET C5.
3. FIELD LOCATE TELEPHONE LINE UNDERNEATH POND.
4. CONTRACTOR IS RESPONSIBLE FOR SUBMITTING SHEETING AND SHORING PLAN FOR APPROVAL, IF NECESSARY.

CONFORMED SET

REV	DATE	REVISION DESCRIPTION	BY	APP'D.
3	JAN 2026	REV GRADES FOR DRYING BEDS	RCM	SPM
2	JULY 2023	ADDENDUM #2	RCM	SPM

DESIGNED SMENARD
DRAWN RMEADOWS
CHECKED TFRIEDRICH

ASRUS, LLC
13329 N. ARMENIA AVENUE, TAMPA, FL 33613 / 813-264-9100

JonesEdmunds
730 NE WALDO ROAD, GAINESVILLE, FLORIDA 32641 / (352) 377-5821
324 S. HYDE PARK AVE., SUITE 250 TAMPA, FLORIDA 33606 / (813) 258-0703

BRADENTON WRF ADDITION OF FOURTH CLARIFIER - PLANT MODIFICATIONS ASSOCIATED WITH INJECTION WELL

SITE GRADING AND DRAINAGE PLAN

Sean P. Menard State of Florida, Professional Engineer, License #68647.
This item has been digitally signed and sealed by Sean P. Menard on the date indicated.
Printed copies of this document are not considered signed and sealed and signature must be verified on any electronic copies

PROJECT No.: 01890-004-01
DATE: OCT 2023
INDEX No.:
DWG No.: C4

ESTIMATE

Big M Enterprise, Inc
6504 Avocado Blvd
West Palm Beach, FL 33412-1980

dsenterprise.shane@yahoo.com
+1 (561) 301-6871

Bill to
Poole & Kent Co. of FL
1781 N.W. North River Dr
Miami, FL 33125

Ship to
Poole & Kent Co. of FL
1781 N.W. North River Dr
Miami, FL 33125

Estimate details
Estimate no.: 1253
Estimate date: 03/09/2026

P.O. Number: Bradenton Asphalt

#	Date	Product or service	Description	Qty	Rate	Amount
			ADDITIONAL CHANGE ORDER FOR CONTRACT ASPHALT WORK FOR PLAN CHANGE AS OF 2/25/26			
		Asphalt Paving	Pave 400 SY of Asphalt for plan change	400	$125.00	$50,000.00
		Road Base	145 CY of Road Base (Inc)	1	$0.00	$0.00
		Subbase	12" of subbase compacted (Inc)	1	$0.00	$0.00
		#57 Stone	# 57 Stone for new area of rock & filter fabric - 605 CY of # 57 Rock - 25,000 SF of Filter Fabric (5 rolls) - Staples for fabric - Compaction of material	1	$93,850.00	$93,850.00
		IMPORTED FILL	Bring in fill to raise site for installation of Filter Fabric, Rock and the Berm. (2800 CY)	2800	$40.00	$112,000.00

Accepted date

Accepted by

AGENDA ITEM NO. 6.j

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: June 10, 2026

SUBMITTED BY: Kim Clayback, Public Works & Utilities

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Utility Easement and Right-of-Way Dedication at 2nd Street East and 5th Avenue Drive East

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:

The proposed water utility easement, sanitary utility easement, and right-of-way dedication deed for the BCIM Holdings, LLC site at 201 5th Avenue Drive East are necessary to support both the development and existing infrastructure. The water utility easement is required as part of the site improvement permit and will accommodate the installation and maintenance of the water meter and fire line. The sanitary utility easement is being granted to provide adequate workspace for the construction, operation, and maintenance of a sanitary forcemain located within the adjacent right-of-way of 2nd Street East. Additionally, the right-of-way dedication deed is needed to formalize a portion of roadway that was constructed on the parcel many years ago but was not previously dedicated. These items collectively ensure proper utility access, maintenance capability, and alignment with existing site conditions. Approval of the easements and dedication will bring the property into compliance with current City standards and requirements.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:

Reviewed and approved by City Attorney Rudacille.

SUGGESTED MOTION:
Motion to approve Easement and Right-of-Way Dedication at 2nd Street East and 5th Avenue Drive East.

ATTACHMENTS:
Utility Easement
Right-of-Way Deed
Partial Release of Mortgage

Prepared by and return to:
BCIM Holdings, LLC
201 5th Avenue Drive East
Bradenton, Florida 34208

PID: 3166800059

UTILITY EASEMENT

THIS INDENTURE made and entered into this 5th day of March, 2026, by and between **BCIM Holdings, LLC** ("Grantor"), owner of the property located at 201 5th Avenue Drive East, Bradenton, Florida 34208 more particularly described in **EXHIBIT "A"** (the "Property"), for which this document applies, whose mailing address is 201 5th Avenue Drive East, Bradenton, Florida 34208 and the **CITY OF BRADENTON**, a Florida municipal corporation ("City"), whose mailing address is 101 Old Main Street West, Bradenton, Florida 34205:

(Wherever used herein the terms "Grantor" and "City" include all the parties to this instrument and their respective heirs, legal representatives, successors and assigns.)

WITNESSETH:

That the Grantor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby grants and warrants to the City, its successors and assigns, a permanent non-exclusive easement in perpetuity for the purposes of ingress, egress, access, use, installation, maintenance, operation, relocation, replacement, and/or repair of the City's utility pipelines, appurtenances, facilities and/or related equipment (the "Easement"), over the area more particularly described in **EXHIBIT "B"** (the "Easement Premises"), attached hereto and incorporated herein by reference, which shall run with and be a burden upon the Property in perpetuity.

Grantor hereby covenants and warrants that (i) there will be no improvements planted or constructed within the boundaries of the Easement Premises, whether by Grantor or any unrelated third-party, that would preclude the City from accessing or utilizing the Easement Premises for the purposes described herein without the prior written approval by the City, and (ii) Grantor will keep the Easement Premises clear of all trees, undergrowth, and all other obstructions. Should the Grantor plant or construct such an impediment, it shall be subject to removal or destruction by the City, at Grantor's sole cost and expense, without any liability or responsibility thereof on the part of the City. Grantor further covenants and warrants that any

damage caused directly or indirectly by Grantor shall be promptly repaired at the sole cost and expense of Grantor.

Grantor further grants to the City, its agents, employees, contractors, designees and assigns, a general ingress/egress easement over and across its driveways, parking, common areas or any other open areas of the Property for the purpose of access to the Easement Premises.

Grantor covenants with the City that Grantor is lawfully seized of the Easement Premises in fee simple; that Grantor has good right and lawful authority to grant this Easement and shall take no action to interfere with the City's lawful use of the Easement granted hereunder; that the Grantor hereby fully warrants the Easement being granted and will defend the same against the unlawful claims of all other persons whomsoever.

[*Continued on next page*]

IN WITNESS WHEREOF, the Grantor has duly authorized and caused this Indenture to be executed in its name as of the day and year first herein written.

WITNESSES

Print Name: Leslie A Gomez

Address: 250 2nd ST E Ste 35
Bradenton FL 34208

Print Name: GREIDER COOMBS

Address: 250 2nd St E Ste 35
Bradenton FL 34208

GRANTOR

Sean Nonnemaker DO / manager
Print Name/Title

BEIM Holdings LLC
Company (if applicable)

3/5/2026
Date

STATE OF FLORIDA

COUNTY OF MANATEE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 5th day of MARCH, 2026, by _____ who is personally known to me or who has produced SEAN NONNEMAKER as identification

Notary Public

Print Name: KIMBERLY ARYAN

Notary Seal

My Commission Expires: 11/4/2029

KIMBERLY A. RYAN
NOTARY PUBLIC
MY COMMISSION
EXPIRES 11-4-2029
STATE OF FLORIDA
COMMISSION NUMBER HH 695235

LEGEND

⊗ = CAPPED IRON ROD FOUND (I.D. NOTED)
⌀ = NAIL & DISK FOUND (I.D. NOTED)
R/W = RIGHT-OF-WAY
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P.B. = PLAT BOOK
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P.T. = POINT OF TANGENCY
SQ FT = SQUARE FEET
AC = ACRES

"EXHIBIT A"

SKETCH & DESCRIPTION OF:

LOTS 16, 17, 18, 19, AND 20, BLOCK B,
HIGH SCHOOL ADDITION TO MANATEE
LYING AND BEING IN SECTION 25, TOWNSHIP 34
SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA

"NOT A SURVEY"

DESCRIPTION

LOTS 16, 17, 18. 19, AND 20, BLOCK B, HIGH SCHOOL ADDITION TO MANATEE, AS RECORDED IN PLAT BOOK 2, PAGE 41, OF THE PUBLIC RECORDS OF MANATEE COUNTY FLORIDA, LYING AND BEING IN SECTION 25, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 16, BLOCK B, HIGH SCHOOL ADDITION TO MANATEE, SAID CORNER ALSO BEING ON THE NORTH RIGHT-OF-WAY LINE OF 5TH AVENUE DRIVE EAST, A 30 FOOT PUBLIC RIGHT-OF-WAY; THENCE LEAVING SAID CORNER, AND ON SAID NORTH RIGHT-OF-WAY LINE, N 89°44'30" W, 214.64 FEET TO THE SOUTHWEST CORNER OF SAID LOT 20, BLOCK B, HIGH SCHOOL ADDITION TO MANATEE, SAID CORNER ALSO BEING ON THE EAST RIGHT-OF-WAY LINE OF 2ND STREET EAST, A 30 FOOT PUBLIC RIGHT-OF-WAY; THENCE LEAVING SAID CORNER, AND ON SAID EAST RIGHT-OF-WAY LINE, N 00°27'43" E, 127.53 FEET, TO THE NORTHWEST CORNER OF SAID LOT 20, BLOCK B, HIGH SCHOOL ADDITION TO MANATEE, SAID CORNER ALSO BEING ON THE SOUTH RIGHT-OF-WAY LINE OF A 10 FOOT WIDE ALLEY; THENCE LEAVING SAID CORNER, AND ON SAID SOUTH RIGHT-OF-WAY LINE, S 89°41'29" E, 214.78 FEET, TO THE NORTHEAST CORNER OF SAID LOT 16, BLOCK B, HIGH SCHOOL ADDITION TO MANATEE; THENCE LEAVING SAID CORNER, AND ON THE EAST LINE OF SAID LOT 16, BLOCK B, HIGH SCHOOL ADDITION TO MANATEE, S 00°31'24" W, 127.34 FEET, TO THE POINT OF BEGINNING.

PARCEL CONTAINS 27,361 SQUARE FEET, OR 0.6281 ACRES, MORE OR LESS.

SURVEYOR'S NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON THE NORTH RIGHT-OF-WAY LINE OF 5TH AVENUE DRIVE EAST, BEING N 89°44'30" E. (ASSUMED)
2. COORDINATES SHOWN HEREON ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE AS REFERENCED TO NAD(83)-(2011)-(Epoch 2010.0000) AND WAS LOCATED USING THE FLORIDA PERMANENT REFERENCE NETWORK WITH REAL TIME KINEMATIC GPS.
3. THIS SKETCH & DESCRIPTION SHOWN HEREON DOES NOT REPRESENT A BOUNDARY SURVEY.
4. THIS SKETCH AND DESCRIPTION IS CERTIFIED TO CITY OF BRADENTON, FLORIDA.
5. SUBJECT TO EASEMENTS AND RESERVATIONS OF RECORD.
6. NOT VALID WITHOUT SHEETS 1 OF 2, AND 2 OF 2.

SHEET 1 OF 2

BENNETT-PANFIL, INC.
BPI SURVEYING
742 SHAMROCK BLVD.,
VENICE, FL. 34293
(941) 497-1290
www.bpisurvey.com
LICENSED BUSINESS NO. 6639

FILE NO. :		23-10-10	
DRAWN BY:	PM	DATE:	2/27/2026
CHECKED BY:	BGR	DATE:	2/27/2026
PARCEL IDENTIFICATION #:			3166800059
PARCEL CONTAINS:	27,362 SQ FT, OR 0.6281 ACRES		

REVISIONS:

DESCRIPTION	BY	DATE

THIS DOCUMENT WAS PREPARED IN ACCORDANCE WITH THE "STANDARDS OF PRACTICE FOR SURVEYS" SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL SURVEYORS & MAPPERS IN CHAPTER 5J-17, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES, AND IS NOT INTENDED TO MEET ANY OTHER MUNICIPAL OR NATIONAL STANDARD OR REQUIREMENT UNLESS NOTED.

B. GREGORY RIETH CERTIFICATE NO. 5228 STATE OF FLORIDA REGISTERED LAND SURVEYOR

Digitally signed by Bernard G Rieth
Date: 2026.03.05 09:55:22 -05'00'

B. GREGORY RIETH FLORIDA SURVEYOR & MAPPER REG'N #5228

PRINTED COPIES OF THIS DOCUMENT ARE NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ELECTRONIC COPIES OF DOCUMENT ARE ONLY VALID IF THE DIGITAL SIGNATURE AND DATE HAVE BEEN VERIFI

LEGEND

⊗ = CAPPED IRON ROD FOUND (I.D. NOTED)
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"EXHIBIT A"

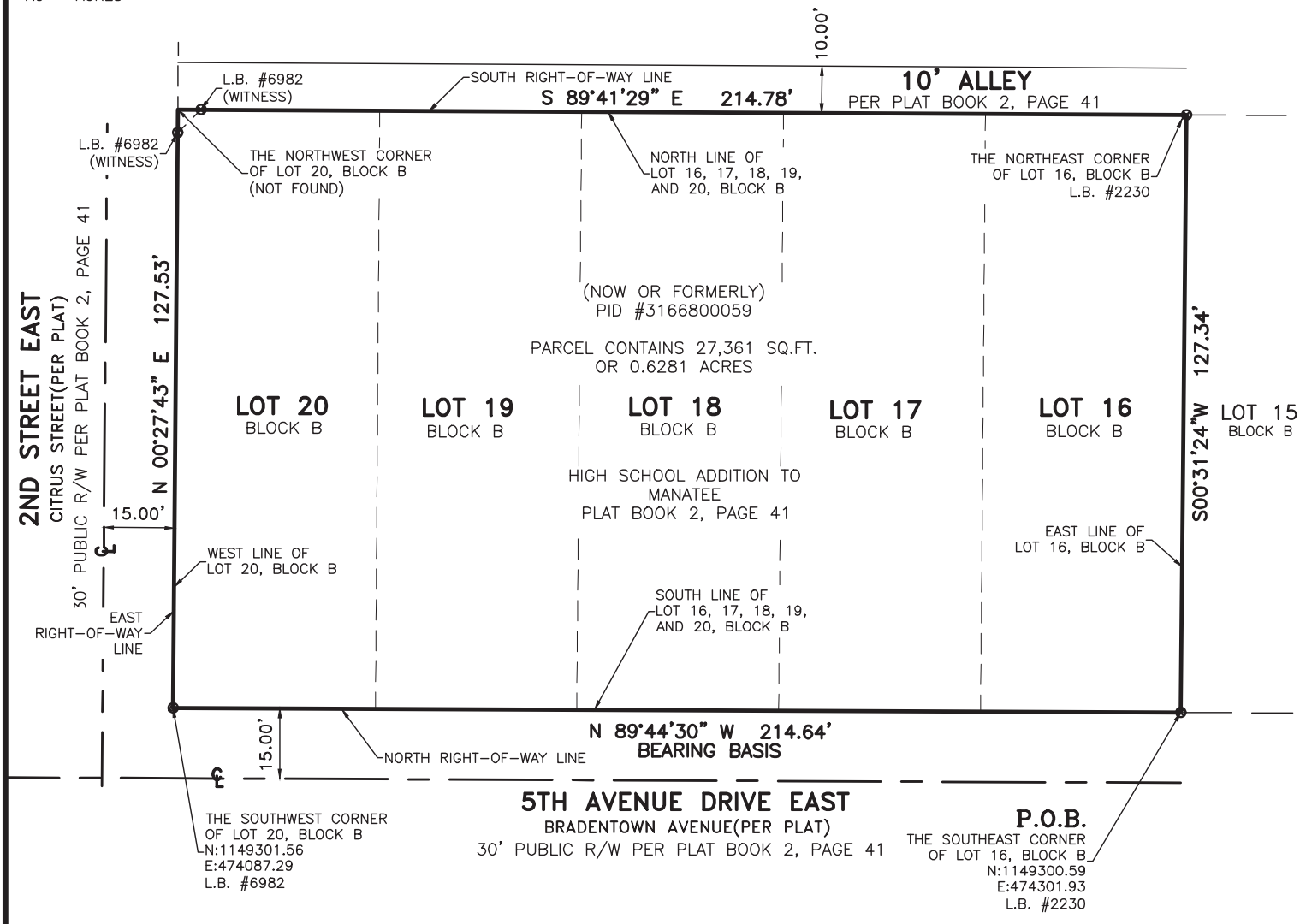
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"NOT A SURVEY"

N
W E
S

NOT TO SCALE



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www.bpisurvey.com
LICENSED BUSINESS NO. 6639

FILE NO. : 23-10-10
SHEET 2 OF 2
NOT VALID UNLESS ALL SHEETS PRESENT

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B.B. = BEARING BASIS
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P.C. = POINT OF CURVE
P.R.C. = POINT OF REVERSE CURVE
P.T. = POINT OF TANGENCY
SQ FT = SQUARE FEET
AC = ACRES

"EXHIBIT B"

SKETCH & DESCRIPTION OF:

A 6.5 FOOT WIDE PUBLIC SANITARY UTILITY EASEMENT
LYING AND BEING IN SECTION 25, TOWNSHIP 34
SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA

"NOT A SURVEY"

DESCRIPTION

A 6.5 FOOT WIDE PUBLIC SANITARY UTILITY EASEMENT, LYING AND BEING IN SECTION 25, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA; LYING OVER, UNDER, AND ACROSS A PORTION OF LOT 20, BLOCK B, HIGH SCHOOL ADDITION TO MANATEE, AS RECORDED IN PLAT BOOK 2, PAGE 41, OF THE PUBLIC RECORDS OF MANATEE COUNTY FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID LOT 20, BLOCK B, HIGH SCHOOL ADDITION TO MANATEE; THENCE LEAVING SAID CORNER, AND ON THE WEST LINE OF SAID LOT 20, BLOCK B, HIGH SCHOOL ADDITION TO MANATEE, N 00°27'43" E, 10.00 FEET, FOR A POINT OF BEGINNING OF THE SUBJECT EASEMENT; THENCE CONTINUING ON SAID WEST LINE OF SAID LOT 20, BLOCK B, HIGH SCHOOL ADDITION TO MANATEE, N 00°27'43" E, 117.53 FEET, TO THE NORTHWEST CORNER OF SAID LOT 20, BLOCK C, HIGH SCHOOL ADDITION TO MANATEE; THENCE LEAVING SAID NORTHWEST CORNER, AND ON THE NORTH LINE OF SAID LOT 20, BLOCK B, HIGH SCHOOL ADDITION TO MANATEE, S 89°41'29" E, 6.50 FEET; THENCE LEAVING SAID NORTH LINE, S 00°27'43" W, 124.02 FEET; THENCE N 44°38'23" W, 9.18 FEET, TO THE POINT OF BEGINNING.

EASEMENT CONTAINS 785 SQUARE FEET, OR 0.018 ACRES, MORE OR LESS.

SURVEYOR'S NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF LOT 20, BLOCK B, BEING N 00°27'43" E. (ASSUMED)
2. COORDINATES SHOWN HEREON ARE BASED ON FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE AS REFERENCED TO NAD(83)-(2011)-(Epoch 2010.0000) AND WAS LOCATED USING THE FLORIDA PERMANENT REFERENCE NETWORK WITH REAL TIME KINEMATIC GPS.
3. THIS SKETCH & DESCRIPTION SHOWN HEREON DOES NOT REPRESENT A BOUNDARY SURVEY.
4. THIS SKETCH AND DESCRIPTION IS CERTIFIED TO CITY OF BRADENTON, FLORIDA.
5. SUBJECT TO EASEMENTS AND RESERVATIONS OF RECORD.
6. NOT VALID WITHOUT SHEETS 1 OF 2, AND 2 OF 2.

BENNETT-PANFIL, INC.
BPI SURVEYING
742 SHAMROCK BLVD.,
VENICE, FL. 34293
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LICENSED BUSINESS NO. 6639

FILE NO. :		23-10-10	
DRAWN BY:	PM	DATE:	2/17/2026
CHECKED BY:	BGR	DATE:	2/17/2026
PARCEL IDENTIFICATION #:			3167000003
EASEMENT CONTAINS:			785 SQ FT, OR 0.018 AC

REVISIONS:

DESCRIPTION	BY	DATE

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GREGORY RIETH CERTIFICATE NO. 5228 STATE OF FLORIDA REGISTERED LAND SURVEYOR

Digitally signed by Bernard G Rieth
Date: 2026.02.17 13:37:33 -05'00'

B. GREGORY RIETH FLORIDA SURVEYOR & MAPPER REG'N #5228

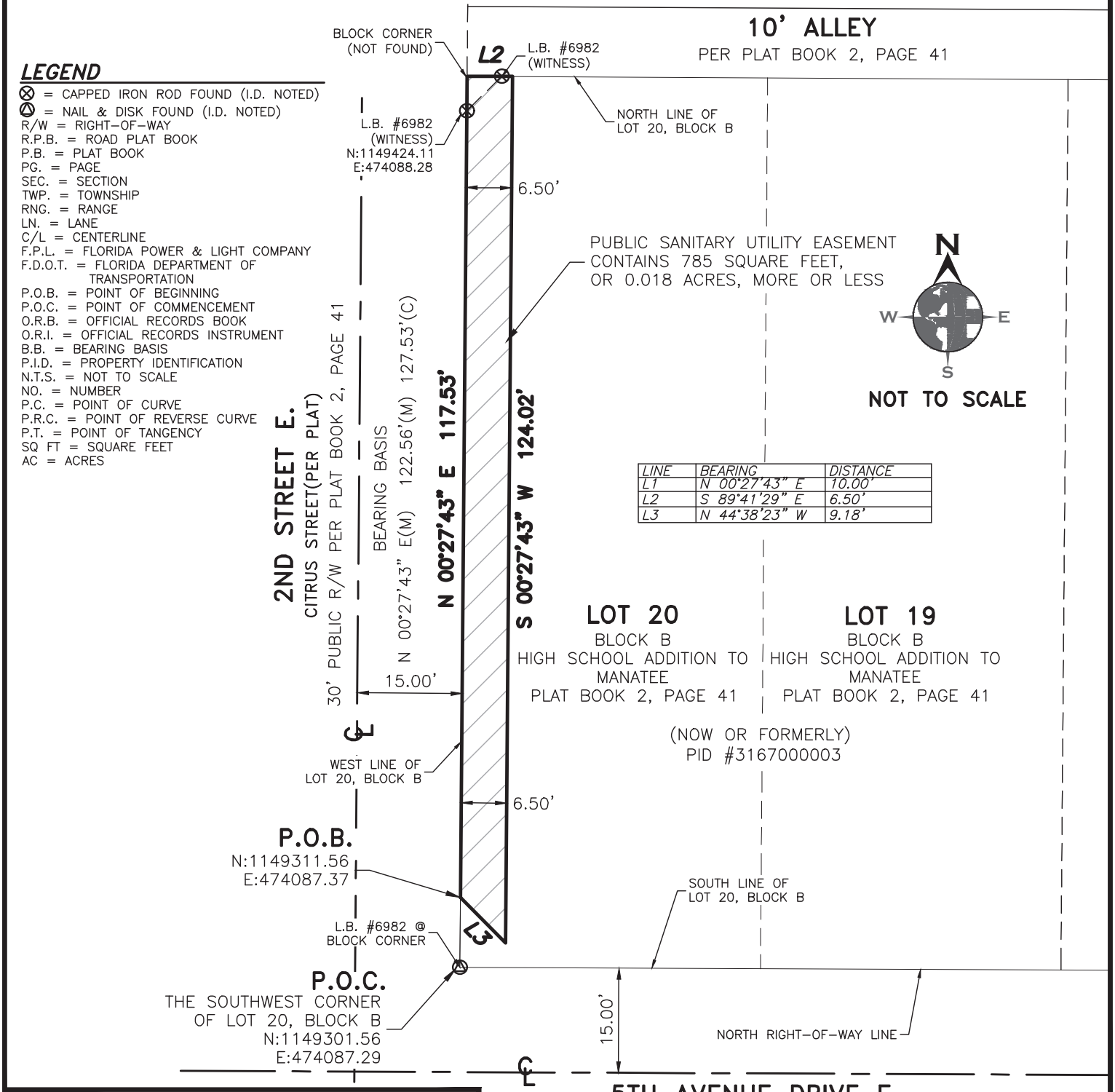
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LYING AND BEING IN SECTION 25, TOWNSHIP 34
SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA

"NOT A SURVEY"



LINE	BEARING	DISTANCE
L1	N 00°27'43" E	10.00'
L2	S 89°41'29" E	6.50'
L3	N 44°38'23" W	9.18'

LEGEND

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FILE NO. : 23-10-10

SHEET 2 OF 2

NOT VALID UNLESS ALL SHEETS PRESENT

JOINDER AGREEMENT

Date (the **“Effective Date”**):

May 18, 2026

State: Florida

County:Manatee

This Joinder Agreement (the “**Agreement**”) is made and entered into as of the Effective Date by and between the following parties:

Original Parties:

Party 1:
Name: BCIM Holdings, LLC
Address: 201 5th Avenue Drive East. Bradenton, Florida 34208
Representative: Sean Nonnemaker DO / Manager
Phone/Email: 941-746-4151 / snonnemakerdo@gmail.com

Party 2:
Name: City of Bradenton
Address: 101 Old Main Street West, Bradenton, Florida 34205
Representative: _____
Phone/Email: _____

Joining Party:

Name: First Horizon Bank
Address: 5310 SR 64 East, Bradenton, Florida 34208
Representative: Rich Hopper / Sr. Vice President
Phone/Email: 941-487-3046 / rich.hopper@firsthorizon.com

WHEREAS, the Original Parties have entered into an Utility (Sanitary) Easement agreement dated as of March 5, 2026 (the "**Original Agreement**");

WHEREAS, the Joining Party plans to become a party to the Original Agreement;

NOW, THEREFORE, in consideration of the mutual promises and obligations set forth herein, the Parties have agreed as follows:

The Joinder Party hereby joins the Original Agreement and agrees to be bound by all of the terms and conditions of the Original Agreement as if it were an original party thereto.

Except as expressly provided in this Joinder Agreement, all terms and conditions of the Original Agreement shall remain unchanged and in full force and effect.

JOINING PARTY’S WARRANTIES:

Joining Party hereby represents and warrants to the Original Parties that:

- It has full power and authority to enter into this Joinder Agreement and undertakes to fulfill the terms of the Original Agreement.

- This Agreement constitutes a valid and binding obligation of the Joining Party.
- The execution of this Agreement will not conflict with or violate any law applicable to it or any agreement, instrument or understanding by which it may be bound.

NOTICE:

Any notice under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth herein or to such other address as one party may have furnished to the other in writing or or to emails set forth herein.

SEVERABILITY:

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement.

GOVERNING LAW AND DISPUTE RESOLUTION:

This Agreement shall be governed by and interpreted in accordance with the laws of Manatee County Florida, and any disputes arising out of or in connection with this Agreement shall be exclusively resolved by the courts of Manatee County Florida.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date, with full knowledge of its content and significance and intending to be legally bound by the terms hereof.

Party's 1 Name and Signature: _____ (Sean Nonnemaker DO/manager)

Party's 2 Name and Signature: _____

Joining Party's Name and Signature: _____
Richard L. Hopper, SVP

Prepared by and return to:
BCIM Holdings, LLC
201 5th Avenue Drive East
Bradenton, Florida 34208

PID: 3166800059

RIGHT-OF-WAY DEED

THIS INDENTURE, made and entered into this 5th day of March, 2026, by and between **BCIM Holdings, LLC** ("Grantor"), owner of the property for which this document applies, whose mailing address is 201 5th Avenue Drive East, Bradenton, Florida 34208 and the CITY OF BRADENTON, a Florida municipal corporation ("City"), whose mailing address is 101 Old Main Street West, Bradenton, Florida 34205:

(Wherever used herein the terms "Grantor" and "City" include all the parties to this instrument and their respective heirs, legal representatives, successors and assigns.)

WITNESSETH:

That the Grantor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby convey, release, remise, and transfer unto the City, its successors and assigns, for right-of-way purposes, all that certain land being more particularly described in **EXHIBIT "A"** attached hereto and incorporated herein by reference.

TO HAVE AND TO HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all of the estate, right, title, interest, lien, equity, and claim whatsoever of the Grantor, either in law or equity forever.

The said Grantor hereby covenants with the City that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to dedicate and convey said land; that the Grantor does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances.

(*Continued on next page*)

IN WITNESS WHEREOF, the said Grantor has caused this Deed to be executed on its behalf the day and year first above written.

WITNESS ONE
Leslie A. Gamez
Print Name

Address: 250 2nd St E Ste 35
Bradenton FL 34208

WITNESS TWO
GLEDER CROMBET
Print Name

Address: 250 2nd St E Ste 35
Bradenton FL 34208

Sean Nonnemaker
GRANTOR (owner/agent of property)

Sean Nonnemaker / Manager
Print Name/ Title

BCIM Holding, LLC
Company (if applicable)

(*document requires two witnesses' signatures*)

STATE OF FLORIDA
COUNTY OF MANATEE

Before me, a Notary Public, the foregoing instrument was acknowledged by means of
☒ physical presence or
☐ online notarization
this 5th day of MARCH, 2026, by Sean Nonnemaker, Manager BCIM Holdings, LLC, who
☒ is known to me, or
☐ produced _____ as identification.
[CHECK APPLICABLE BOXES TO SATISFY IDENTIFICATION REQUIREMENT OF CHAPTER 117.05, FLORIDA STATUES]

Kimberly A. Ryan
Signature of Notary Public
(Legibly print, type, or stamp commissioned name of Notary Public and affix official notary seal.)

My Commission Expires: 11/4/2029

KIMBERLY A. RYAN
NOTARY PUBLIC
MY COMMISSION EXPIRES 11-4-2029
STATE OF FLORIDA
COMMISSION NUMBER HH 695235

CITY OF BRADENTON, FLORIDA

The City of Bradenton, Florida, a municipal corporation of the State of Florida, acting by and through the City Council, with a quorum present and voting, hereby accepts this Deed on the day of _____ , 2025.

CITY OF BRADENTON, FLORIDA

Attest: _____
Tamara Melton, City Clerk

By: _____
Gene Brown, Mayor

Date: _____

Approved as to Form:

_____
Scott E. Rudacille, City Attorney

LEGEND

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"EXHIBIT A"

SKETCH & DESCRIPTION OF:

A VARYING WIDTH PUBLIC RIGHT-OF-WAY DEDICATION LYING AND BEING IN SECTION 25, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA

"NOT A SURVEY"

DESCRIPTION

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PARCEL CONTAINS 50 SQUARE FEET, OR 0.0011 ACRES, MORE OR LESS.

SURVEYOR'S NOTES

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SHEET 1 OF 2

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FILE NO. :		23-10-10	
DRAWN BY:	PM	DATE:	2/17/2026
CHECKED BY:	BGR	DATE:	2/17/2026
PARCEL IDENTIFICATION #:			3167000003
PARCEL CONTAINS:			50 SQ FT, OR 0.0011 AC

REVISIONS:

DESCRIPTION	BY	DATE

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B. GREGORY RIETH CERTIFICATE NO. 5228 STATE OF FLORIDA REGISTERED LAND SURVEYOR

Digitally signed by Bernard G Rieth
Date: 2026.02.17 11:21:58 -05'00'

B. GREGORY RIETH FLORIDA SURVEYOR & MAPPER REG'N #5228

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"EXHIBIT A"

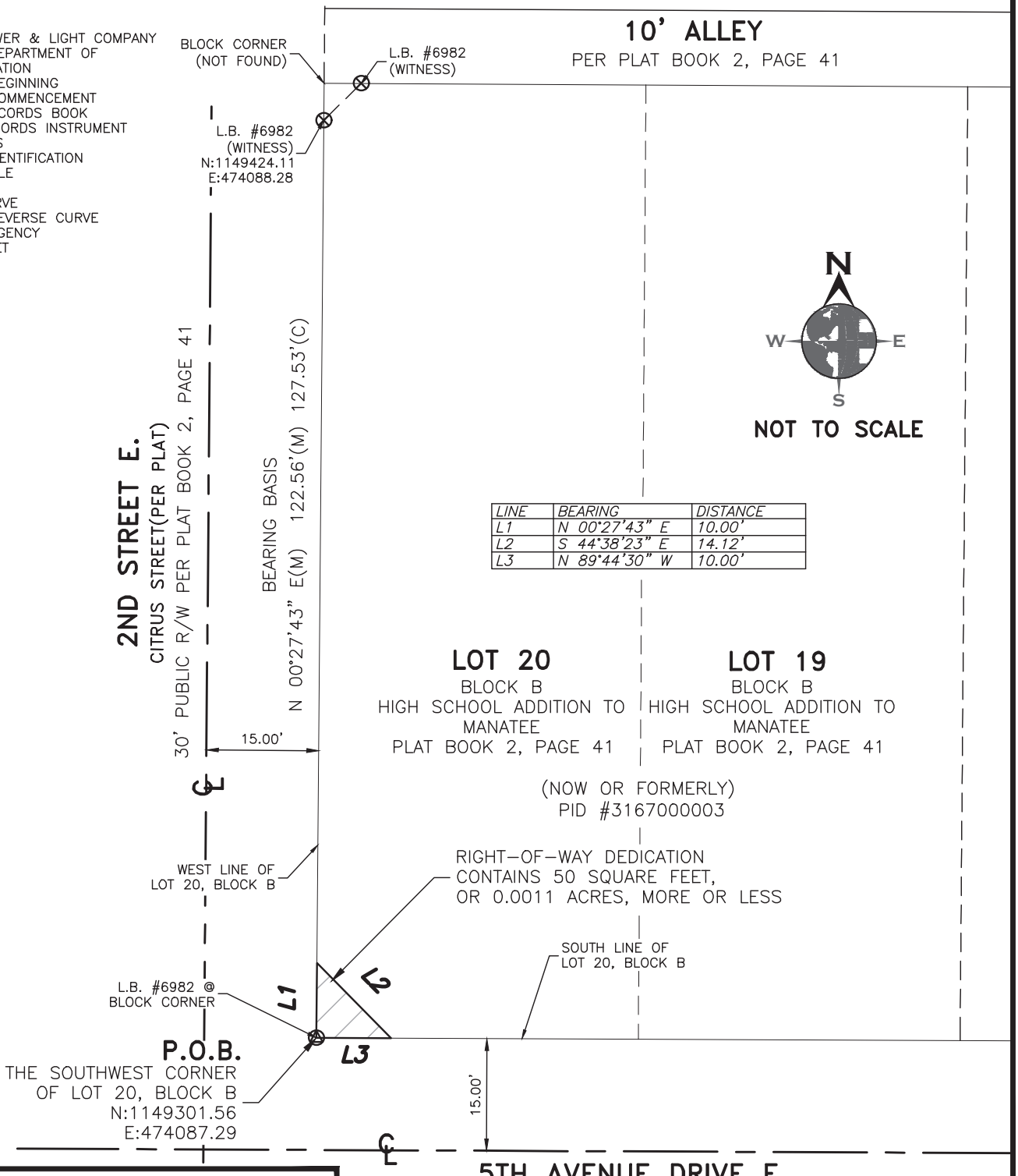
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FILE NO. : 23-10-10

SHEET 2 OF 2

NOT VALID UNLESS ALL SHEETS PRESENT

Prepared by and return to:
Ryan T. Harris, Esq.
Blalock Walters, P.A.
802 11th Street West
Bradenton, FL 34205
941-748-0100
File No.: 41324.000

PARTIAL RELEASE OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS: WHEREAS, First Horizon Bank, a Tennessee banking corporation, is the owner and holder of a certain Mortgage given by **BCIM Holdings, LLC, a Florida limited liability company** originally recorded on October 12, 2022, as Instrument Number 202241124280 of the Public Records of Manatee County, Florida ("Mortgage"), securing the note and certain promises and obligations set forth in said Mortgage upon the property situated in said State and County as described therein.

The undersigned hereby releases the premises described on the attached **Exhibit "A"**, being part of said Mortgage, from the lien and operation of said Mortgage and hereby directs the Clerk of Circuit Court to release the same of record. However, it is expressly understood and agreed that this release in no way and to no extent whatever shall affect the lien of the above Mortgage as to the remainder of the property described in and secured by the Mortgage not released previously from its lien.

IN WITNESS WHEREOF, First Horizon Bank, a Tennessee banking corporation, has caused this Partial Release of Mortgage to be executed this 18 day of MAY, 2026.

The signer below covenants they have the authority to execute this Partial Release.

First Horizon Bank,
a Tennessee banking corporation

By: _____
Name: Richard L. Hopper
Its: Sr VICE President

State of FLORIDA
County of MANATEE

The foregoing was subscribed before me by means of ☒ physical presence or ☐ online notarization this 18th day of MAY, 2026, by RICHARD L HOPPER, as SR VP of First Horizon Bank, a Tennessee banking corporation, ☒ who is personally known to me or ☐ who produced _____ as identification, and who acknowledged before me that the same was executed freely and voluntarily for the purposes therein expressed.

[Notary Seal]

KIM WATKINS NOTARY PUBLIC STATE OF FLORIDA
My Comm. Expires 11/16/2026
Comm. No. HH 312561

_____
Notary Public

Printed Name: KIM WATKINS

My Commission Expires: 11/16/2026

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Digitally signed by Bernard G Rieth
Date: 2026.02.17 11:21:58 -05'00'

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C/L = CENTERLINE
F.P.L. = FLORIDA POWER & LIGHT COMPANY
F.D.O.T. = FLORIDA DEPARTMENT OF TRANSPORTATION
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
O.R.B. = OFFICIAL RECORDS BOOK
O.R.I. = OFFICIAL RECORDS INSTRUMENT
B.B. = BEARING BASIS
P.I.D. = PROPERTY IDENTIFICATION
N.T.S. = NOT TO SCALE
NO. = NUMBER
P.C. = POINT OF CURVE
P.R.C. = POINT OF REVERSE CURVE
P.T. = POINT OF TANGENCY
SQ FT = SQUARE FEET
AC = ACRES

10' ALLEY
PER PLAT BOOK 2, PAGE 41

BLOCK CORNER (NOT FOUND)
L.B. #6982 (WITNESS)
L.B. #6982 (WITNESS)
N:1149424.11
E:474088.28

2ND STREET E.
CITRUS STREET(PER PLAT)
30' PUBLIC R/W PER PLAT BOOK 2, PAGE 41

BEARING BASIS
N 00°27'43" E(M) 122.56'(M) 127.53'(C)

15.00'

N
W E
S

NOT TO SCALE

LINE	BEARING	DISTANCE
L1	N 00°27'43" E	10.00'
L2	S 44°38'23" E	14.12'
L3	N 89°44'30" W	10.00'

LOT 20
BLOCK B
HIGH SCHOOL ADDITION TO MANATEE
PLAT BOOK 2, PAGE 41

LOT 19
BLOCK B
HIGH SCHOOL ADDITION TO MANATEE
PLAT BOOK 2, PAGE 41

(NOW OR FORMERLY)
PID #3167000003

WEST LINE OF LOT 20, BLOCK B

RIGHT-OF-WAY DEDICATION
CONTAINS 50 SQUARE FEET,
OR 0.0011 ACRES, MORE OR LESS

SOUTH LINE OF LOT 20, BLOCK B

L.B. #6982 BLOCK CORNER

L1
L2
L3

P.O.B.
THE SOUTHWEST CORNER OF LOT 20, BLOCK B
N:1149301.56
E:474087.29

15.00'

5TH AVENUE DRIVE E.
BRADENTOWN AVENUE(PER PLAT)
30' PUBLIC R/W PER PLAT BOOK 2, PAGE 41

BENNETT-PANFIL, INC.
BPI SURVEYING
742 SHAMROCK BLVD.,
VENICE, FL. 34293
(941) 497-1290
www.bpisurvey.com
LICENSED BUSINESS NO. 6639

FILE NO. : 23-10-10
SHEET 2 OF 2
NOT VALID UNLESS ALL SHEETS PRESENT

AGENDA ITEM NO. 6.k

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: June 10, 2026

SUBMITTED BY: Kim Clayback, Public Works & Utilities

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Work Assignment for Tropicana Reuse Tank Modification - In-Kind Project

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
To offset penalty payments for Amendment 3 to the City's FDEP Consent Order, Public Works with the agreement of Administration, elected to complete an in-kind project to benefit the system. In this case, the project is improvements at the reuse tank on the new Public Works Facilities site that include new piping, valving, and metering at the tank providing additional functionality to the reuse system.

FINANCIAL IMPACT:
In-kind projects are not permitted to be included in any capital planning or budgeting. The project funds will be transferred from Water Sewer Enterprise Funds at the close of the fiscal year.

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the Work Assignment for Tropicana Reuse Tank Modification - In-Kind Project.

ATTACHMENTS:

Work Assignment for Tropicana Reuse Tank Modification - In-Kind Project

WORK ASSIGNMENT

WORK ASSIGNMENT NO. MD4126-1

WORK ASSIGNMENT TITLE: Tropicana Reuse Tank Modifications

Pursuant to the City of Bradenton, Agreement PB-23-18MK entered into by and between The City of Bradenton, a Florida municipality, hereinafter referred to as the "City" and Mader Electric Motors DBA Electric & Mechanical Maintenance Inc (EMMI), hereinafter referred to as "Contractor," a determination has been made by the City that there is a need for the performance of or rendering of services by the Contractor of a certain "Work Assignment" under the purview of said Agreement, and Contractor is hereby authorized to perform or render the particular services of work described as follows:

WORK ASSIGNMENT:

Contractor shall perform Tasks as more specifically detailed below:

1. SCOPE OF WORK
2. HOURLY FEE SCHEDULE

Compensation to the Contractor for all of the above identified Services shall not exceed $129,587.54. Compensation for the tasks shall not exceed the amounts set forth as follows:

Tropicana Reuse Tank Modifications - $129,587.54

City may authorize, in writing, in advance, adjustments to the compensation for particular Tasks established above, provided such adjustments do not exceed the maximum compensation authorized for this Work Assignment.

Contractor agrees to perform or render Services in accordance with this Agreement No. PB-23-18MK for Pump Rehab and Repair Services and this Work Assignment dated below.

CONSULTANT

BY: Paul Rademaker

Printed Name: Paul Rademaker

Title: Vice President – Business Development

Date: 5/26/2026

CITY OF BRADENTON

BY:_____

Date: _____

Electrical & Mechanical Maintenance Inc.

6115 31st Street East
Bradenton, FL 34203
Phone: (941) 351-5858

JOB ESTIMATE

Job No.:	MD4126-1
Date:	5/26/2026

Sold To:	**CITY OF BRADENTON** **101 12th St W.** **BRADENTON, FL 34205** **Attn: Finance - PWU Bradenton FL 34205** **Contact:** Brian Norman **Telephone:**	**Ship To:**	**CITY OF BRADENTON** **101 12th St W.** **BRADENTON, FL 34205** **Attn: Finance - PWU Bradenton FL 34205**

Job Number	FOB	Sales Rep	Customer PO	Terms
MD4126-1		PR		Net 30

Item #	Description	Qty
	TROPICANA REUSE TANK MODIFICATION	
SC	CONCRETE - SUPPLY CONCRETE BASE - FORM GRADE - 6' X 15.5' REUSE TANK SLAB W / WIRE MESH 8" THICK $9,750.00 x 1.10 = $10,725.00	1
Labor-EMMI	LABOR - 5 MEN @ 7 DAYS @ 10 HOUR DAYS = 350 HOURS 350 HOURS X $100.00 = $35,000.00	
NonInventory	MISC PIPING MATERIALS TO INCLUDE FLANGES, PIPE SUPPORT, MAGMETER, VALVES, CONNECTORS, RISERS, ARV ASSEMBLY $76,238.67 X 1.10 = $83,862.54	1

Repair estimate valid for 30 calendar days from the above date.
Total excludes sales tax if applicable.
Based upon our standard Terms and Conditions.

Sales Tax (0.0%)	$0.00
Total	$129,587.54

Received By: _____ **Date:** _____

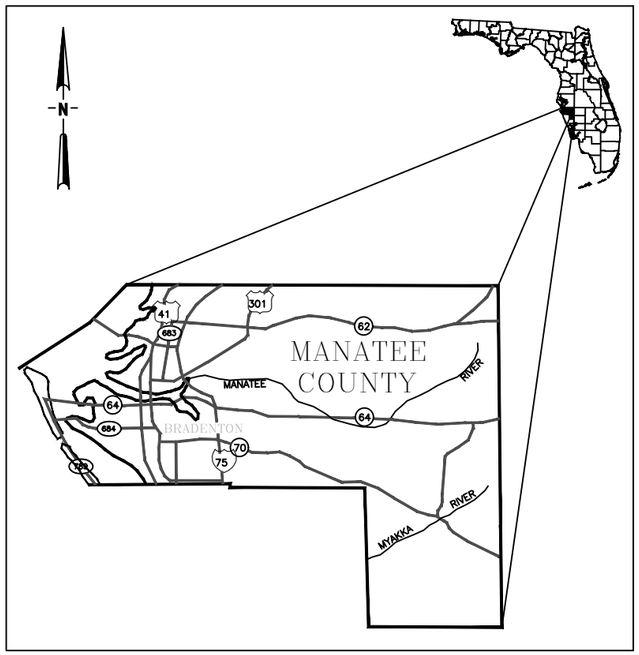
TROPICANA REUSE TANK MODIFICATIONS

PROJECT LOCATION

(NORTHWEST CORNER OF 9th STREET EAST AND U.S. 301)

CONSTRUCTION DRAWINGS

BID DOCUMENTS



SITE VICINITY MAP

bradenton

The Friendly City

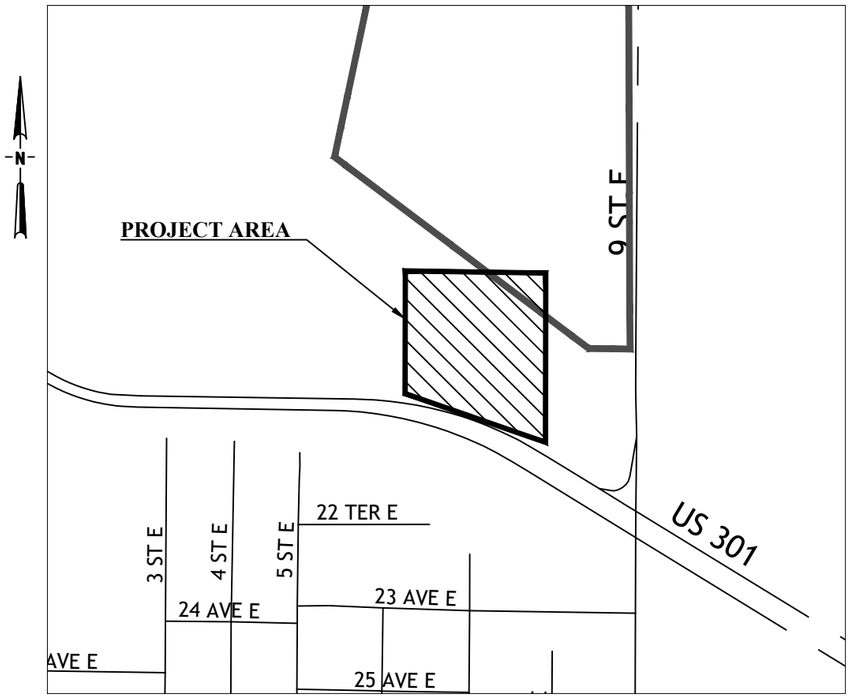
Public Works and Utilities

PREPARED BY:

CITY OF BRADENTON

PUBLIC WORKS and UTILITIES DEPARTMENT

JANUARY, 2026



LOCATION MAP

BRIAN ROBERT NORMAN
LICENSE
No 102493
STATE OF FLORIDA
PROFESSIONAL ENGINEER

ENGINEER OF RECORD:

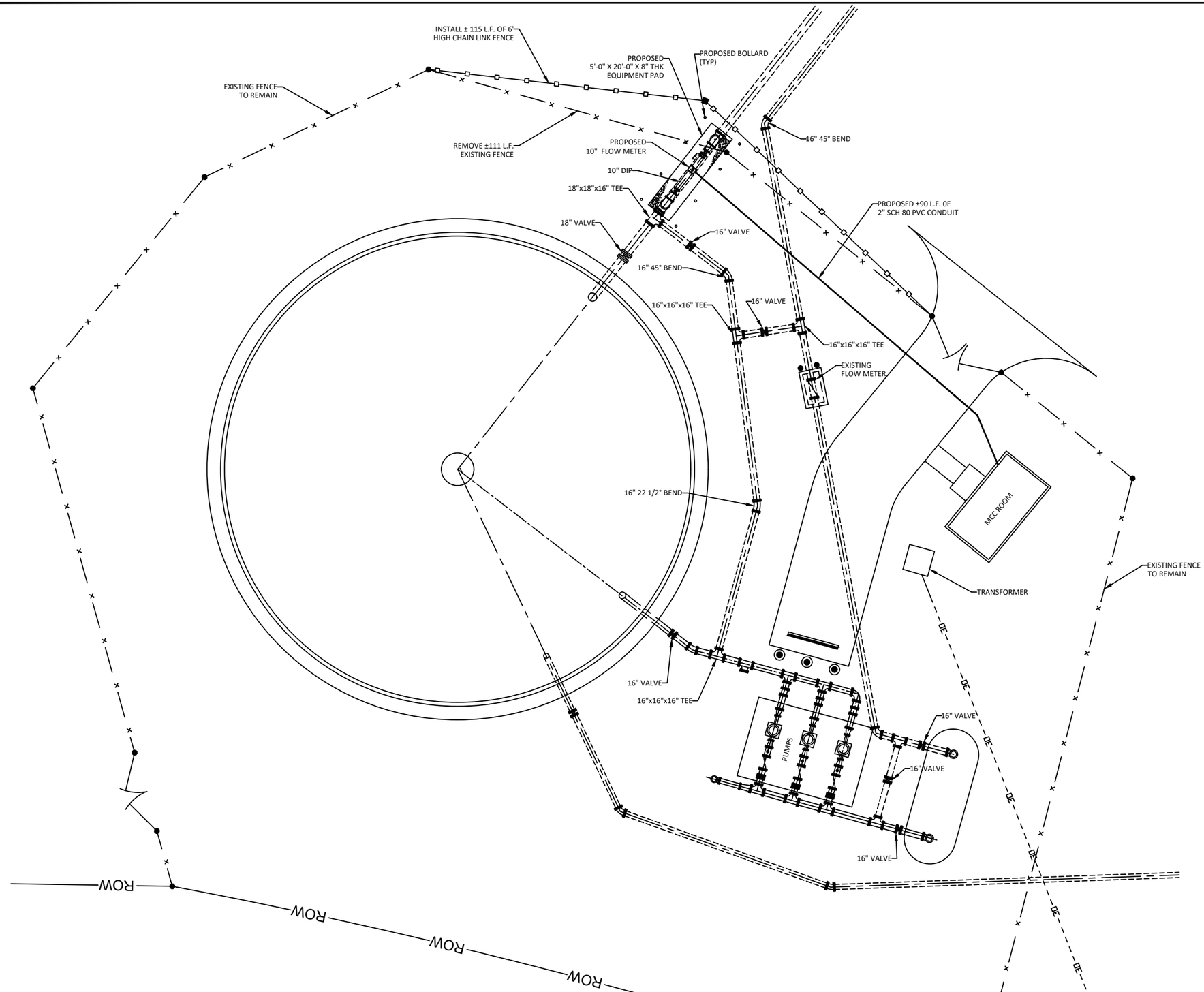
BRIAN R. NORMAN. P.E.
P.E. NO.: 102493
CITY OF BRADENTON
888 13TH AVENUE EAST
BRADENTON, FL 34208
(941) 708-6300

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY BRIAN R. NORMAN, PE ON THE DATE ADJACENT TO THE SEAL.

SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

Filename: Y:\WRF\ENGINEERING\CIP PROJECTS\2025 TROPICANA REUSE TANK\TROPICANA REUSE TANK MODIFICATIONS.DWG
Saved on: 1/28/2026 2:06:36 PM By: S_SIBERT Date Plotted: 1/28/2026 2:12:03 PM



Filename: Y:\WRF\ENGINEERING\CIP PROJECTS\2025 TROPICANA REUSE TANK\TROPICANA REUSE TANK MODIFICATIONS.DWG
Saved on: 1/26/2026 2:06:36 PM By: S_SIBERT Date Plotted: 1/26/2026 2:12:03 PM

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Sunshine811
Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.
Check positive response codes before you dig!

DATE	REVISIONS	BY

DESIGNED B.R.N.
DRAWN SIBE
CHECKED B.R.N.
BRIAN R. NORMAN, P.E.
P.E. NO.: 102493

bradenton
Be Friendly City
Public Works and Utilities

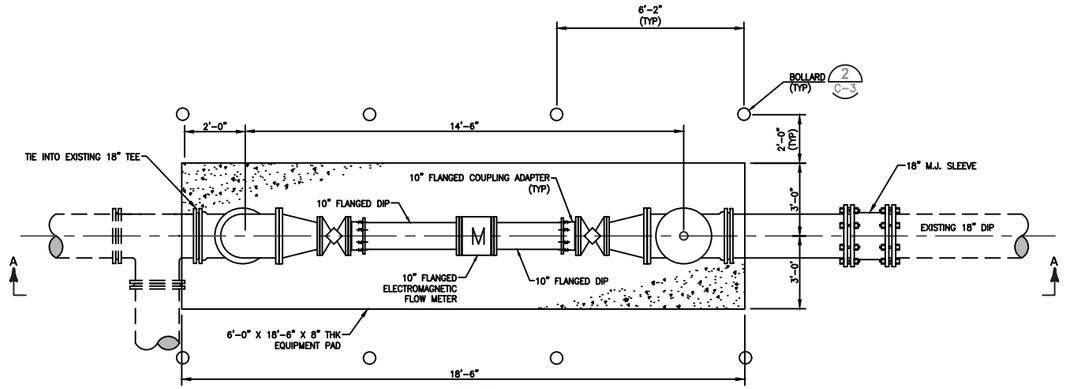
CITY OF BRADENTON
PUBLIC WORKS AND UTILITIES DEPARTMENT
888 13th AVENUE EAST BRADENTON, FLORIDA 34208 (941) 708-6300

TROPICANA REUSE TANK MODIFICATIONS

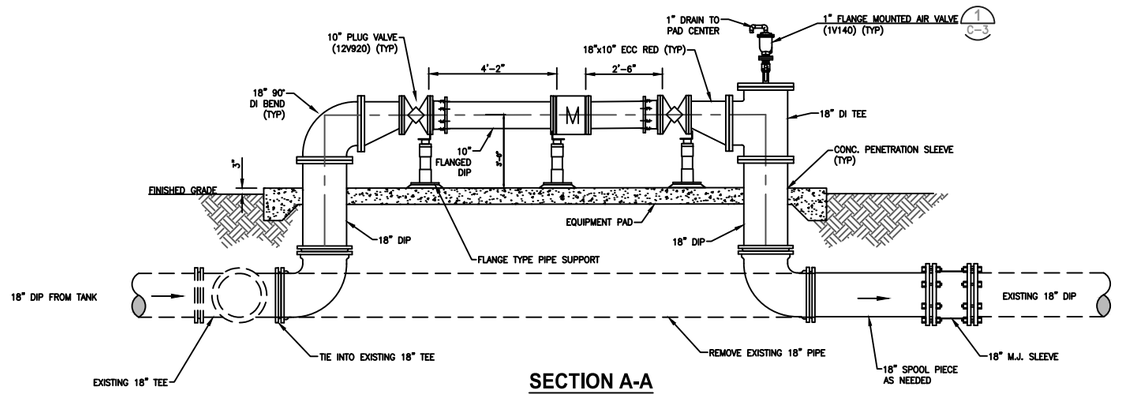
FLOW METER ASSEMBLY SITE PLAN

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY BRIAN R. NORMAN, PE ON THE DATE ADJACENT TO THE SEAL. SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

DATE JAN., 2026
SCALE 1"=20'
PROJECT NO. 40859000-563000-#####
DWG. NO. C-1



PLAN

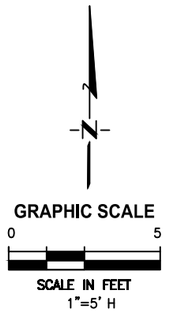


SECTION A-A

NOTE:

BOLLARDS IN SECTION VIEW NOT SHOWN FOR CLARITY

FLOW METER ASSEMBLY DETAIL



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Sunshine 811
Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.
Check positive response codes before you dig!

DATE	REVISIONS	BY

DESIGNED B.R.N.
DRAWN SIBE
CHECKED B.R.N.
BRIAN R. NORMAN, P.E.
P.E. NO.: 102493

bradenton
The Friendly City
Public Works and Utilities

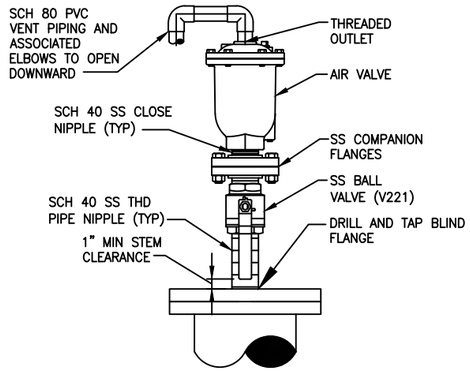
CITY OF BRADENTON
PUBLIC WORKS AND UTILITIES DEPARTMENT
888 13th AVENUE EAST BRADENTON, FLORIDA 34208 (941) 708-6300

TROPICANA REUSE TANK MODIFICATIONS

FLOW METER ASSEMBLY DETAILS

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DATE JAN., 2026
SCALE 1"=5'
PROJECT NO. 40859000-563000-#####
DWG. NO. C-2

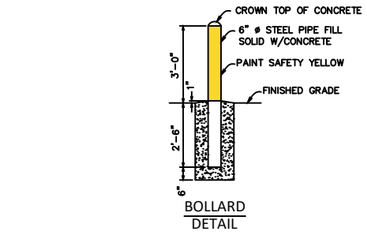


NOTES:
1. SEE DRAWINGS FOR AIR VALVE TYPE AND INLET DIAMETER.
2. BALL VALVE AND NIPPLES SHALL HAVE THE SAME DIAMETER AS THE AIR VALVE INLET.
3. VERIFY SIZE OF VALVE PRIOR TO ORDERING ANCILLARY PARTS, DRILLING OR TAPPING.
4. UNLESS NOTED OTHERWISE, EXTEND VENT PIPING TO 6" AFF. PROVIDE SS BUG SCREEN, AND UNI-STRUT SUPPORT.

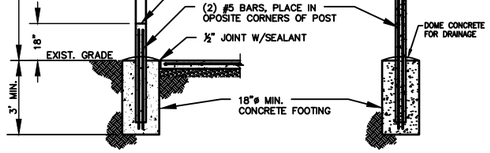
FLANGE MOUNTED AIR VALVE

NTS

1



BOLLARD DETAIL



TYPICAL POST

TYPICAL END/CORNER POST

2

REV.	DATE	DESCRIPTION	BY

CITY OF BRADENTON, FLORIDA
PUBLIC WORKS
DEPARTMENT OF ENGINEERING

LIFT STATIONS
FLANGE MOUNTED
AIR VALVE

DATE 9/16

SHEET NO. LS-11

Sunshine 811
Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.
Check positive response codes before you dig!

DATE	REVISIONS	BY

DESIGNED B.R.N.
DRAWN SIBE
CHECKED B.R.N.
BRIAN R. NORMAN, P.E.
P.E. NO.: 102493

CITY OF BRADENTON
PUBLIC WORKS AND UTILITIES DEPARTMENT
888 13th AVENUE EAST BRADENTON, FLORIDA 34208 (941) 708-6300

TROPICANA REUSE TANK MODIFICATIONS

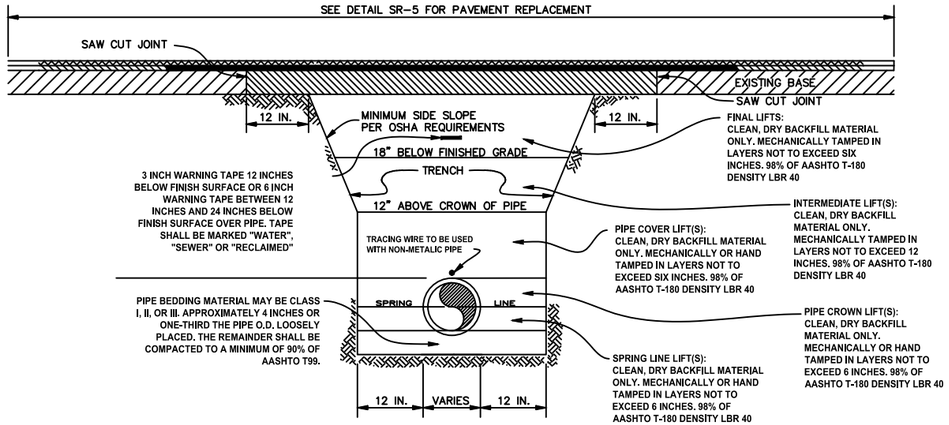
WATER DETAILS

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY BRIAN R. NORMAN, PE ON THE DATE ADJACENT TO THE SEAL. SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

DATE JAN., 2026
SCALE 1"=20'
PROJECT NO. 40859000-563000-#####
DWG. NO. C-3

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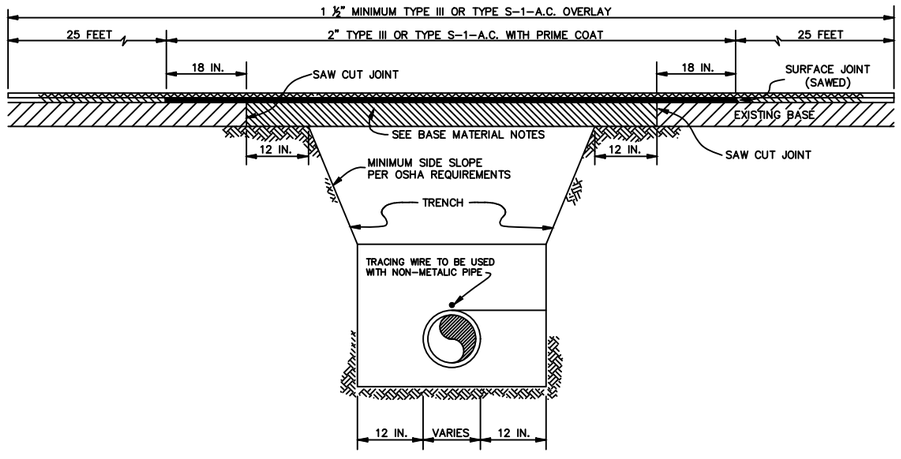
TYPICAL TRENCH BACKFILL & COMPACTION (1)

N.T.S.

REV.	DATE	DESCRIPTION	BY
	12/2016	INCREASED BASE WIDTH	SIBE
2	6/2016	MILL & RESURFACE; BEDDING	SIBE
1	6/2010	BACKFILL AND COMPACTION	SIBE

CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

STREETS AND ROADS
TRENCH BACKFILL & COMPACTION
DATE 6/2010
SHEET NO. SR-3



BASE MATERIAL NOTES:

BASE MATERIAL SHALL BE ONE OF THE FOLLOWING:

1. 8 IN. MINIMUM – TYPE S-1 OR TYPE III ASPHALTIC CONCRETE.
2. 8 IN. MINIMUM – CRUSHED CONCRETE (COMPACTED) MINIMUM DENSITY SHALL CONFORM TO AASHTO T-180 LBR 100.

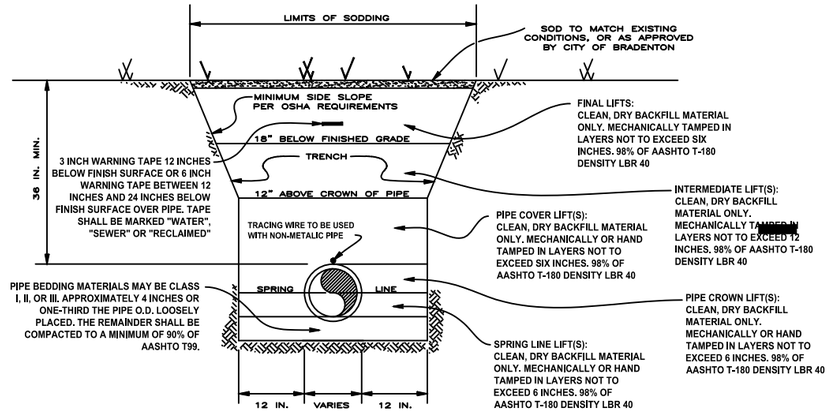
PAVEMENT REPLACEMENT TRENCH BACKFILL & COMPACTION (3)

N.T.S.

REV.	DATE	DESCRIPTION	BY
3	12/2016	INCREASED BASE WIDTH	SIBE
2	6/2016	MILL & RESURFACE; BEDDING	SIBE
1	6/2010	BACKFILL AND COMPACTION	SIBE

CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

STREETS AND ROADS
PAVEMENT REPLACEMENT
TRENCH BACKFILL & COMPACTION
DATE 6/2010
SHEET NO. SR-5



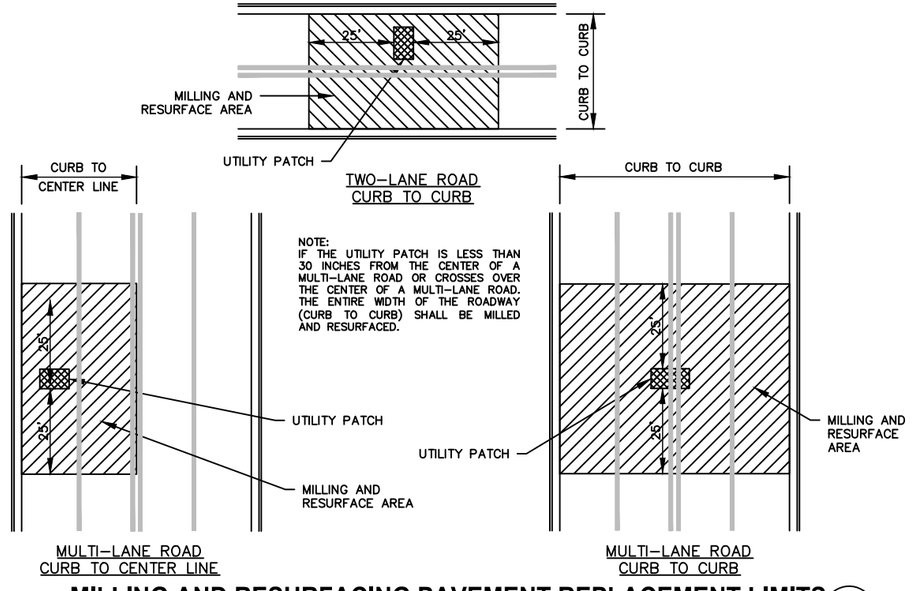
GREEN SPACE TRENCH BACKFILL & COMPACTION (2)

N.T.S.

REV.	DATE	DESCRIPTION	BY
1	6/2016	BEDDING AND WARNING TAPE	SIBE

CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

STREETS AND ROADS
GREEN SPACE
TRENCH BACKFILL & COMPACTION
DATE 12/2012
SHEET NO. SR-4



MILLING AND RESURFACING PAVEMENT REPLACEMENT LIMITS (4)

N.T.S.

REV.	DATE	DESCRIPTION	BY

CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

STREETS AND ROADS
MILLING AND RESURFACING
PAVEMENT REPLACEMENT LIMITS
DATE 12/2016
SHEET NO. SR-6

Sunshine 811
Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.
Check positive response codes before you dig!

DATE	REVISIONS	BY

DESIGNED B.R.N.
DRAWN SIBE
CHECKED B.R.N.
BRIAN R. NORMAN, P.E.
P.E. NO.: 102493

CITY OF BRADENTON
PUBLIC WORKS AND UTILITIES DEPARTMENT
888 13th AVENUE EAST BRADENTON, FLORIDA 34208 (941) 708-6300

PROJECT TITLE
PROJECT LOCATION

TRENCH DETAILS

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY BRIAN R. NORMAN, PE ON THE DATE ADJACENT TO THE SEAL. SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

DATE JAN., 2026
SCALE 1"=20' H 1"=2' V
PROJECT NO. 40859000-563000-#####
DWG. NO. C-4

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AGENDA ITEM NO. 6.I

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: June 10, 2026

SUBMITTED BY: Nicholas Toth, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Agreement for Professional Engineering and Technical Services for Sanitary Pipe and Manhole Lining with Kimley-Horn and Associates, Inc.

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
On December 12, 2025, 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, three proposers were shortlisted to participate in a presentation and question and-answer session. On December 18, 2025, the shortlisted proposer gave their presentation and after the presentation and question-and-answer session with each of the firms, the committee reconvened and ranked each presentation. A three-way tie occurred between CHA Consulting, Inc., Kimley-Horn and Associates, Inc., and Weston & Sampson Engineers, Inc. Following the City's General Terms and Conditions, the Purchasing Department verified that all proposers certified having implemented a drug-free workplace program. Purchasing then invited back all three shortlisted proposers for a tie breaker procedure on December 22, 2025. The purchasing manager ran the meeting with a purchasing representative there as a witness. After the tie breaking procedures, Kimley-Horn was determined to be 1st, CHA Consulting, Inc. 2nd, and Weston & Sampson Engineers, Inc. 3rd. Kimley-Horn and Associates, Inc. having won the tie breaker and being a responsive and responsible proposer, is recommended for award. Purchasing is now bringing forth the negotiated agreement.

FINANCIAL IMPACT:
Funded by GL Account 40849000-56300-26550 (Sanitary Pipe Lining) and using FDEP and SRF funds.

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

SUGGESTED MOTION:
Motion to approve the Agreement with Kimley-Horn for Engineering and Technical Services for Sanitary Pipe and Manhole Lining.

ATTACHMENTS:
Agreement for Engineering and Technical Services for Sanitary Pipe and Manhole Lining

AGREEMENT FOR
PROFESSIONAL ENGINEERING AND TECHNICAL SERVICES FOR SANITARY PIPE AND MANHOLE LINING

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 **Kimley-Horn and Associates, Inc**., a Florida corporation (the "Consultant").

WITNESSETH

WHEREAS, the City required a consultant to provide Engineering and Technical Services for Sanitary Pipe and Manhole Lining; and,

WHEREAS, the City issued #26-009NT on November 3, 2025 (the "Solicitation"); and

WHEREAS, the City evaluated the proposals received in accordance with §287.055, F.S.; and

WHEREAS, the City evaluated the proposals received and found the Consultant qualified to perform the necessary consulting services

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.

WHEREAS, the parties desire to enter into an agreement 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, the Project Schedule, and Fee Schedule 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 between 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. Agreement and any amendments;
2. Purchase Order(s);
3. Scope of Services;
4. Project Schedule;
5. Fee Schedule;
6. Solicitation; and
7. Consultant's Proposal.

The Consultant agrees to diligently provide all materials, services, and labor for Engineering and Technical Services for Sanitary Pipe and Manhole Lining in accordance with the Scope of Services, attached as Exhibit A, and Project Schedule, attached as Exhibit B, both incorporated herein (the "Services").

II. TERM

A. The Agreement shall commence immediately upon execution by both the City and the Consultant and shall continue through completion of the Project. Notwithstanding the preceding sentence, the Consultant shall perform no work under this Agreement until receipt of a Purchase Order issued by the City.

III. COMPENSATION AND PAYMENT OF CONSULTANT'S SERVICE

A. The City shall pay the Consultant for the Services rendered hereunder and completed in accordance with the terms and conditions of this Agreement a total amount not to exceed One Million Six Hundred Fifty-Six Thousand Seven Hundred Forty Dollars **($1,656,740.00)** for the entire Project in accordance with Exhibit C Fee Schedule, attached hereto and incorporated herein.

B. Consultant acknowledges and agrees that no minimum amount of work is guaranteed under this Agreement and City may elect not to issue any 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. The City's performance and obligations to pay under this Agreement are contingent upon an appropriation of lawfully available funds by the City Council. The City shall promptly notify the Consultant if the necessary appropriation is not made.

IV. 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 completed Services in accordance with the Exhibit C Fee Schedule attached hereto and incorporated herein.

C. 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.

V. ADDITIONAL SERVICES

A. No changes to this Agreement or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Consultant and the City.

B. If the City's Administrative Agent requires the Consultant to perform additional services related to this Agreement, then the Consultant shall be entitled to additional compensation based on the Fee Schedule, 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 service or work performed prior to the

execution of a written amendment to this Agreement.

C. Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Consultant, the Consultant shall not be entitled to additional compensation.

VI. LIABILITY OF CONSULTANT

A. The Consultant shall indemnify and hold harmless the City from and against any and all claims, actions, damages, fees, fines, penalties, suits or liabilities which may arise out of any negligent act, error, omission or default of the Consultant to the extent caused by the Consultant's negligent performance or failure to perform under the terms of this Agreement.

B. This section shall survive the termination or expiration of this Agreement.

VII. CONSULTANT'S INSURANCE

Consultant shall procure and maintain insurance as specified in the Solicitation.

VIII. 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's 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.

IX. 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 detail regarding City technology and system may be obtained by contacting the City's Information Technology Department.

X. 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 personnel and other agents of Consultant are fully qualified and capable to perform their assigned tasks. Any changes or substitution to the Consultant's personnel and/or other agents must receive the City's Administrative Agent's written approval before said changes or substitution can become effective.

XI. 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.

XII. 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 request(s) for payment, 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; and/or

5. The Consultant's failure or refusal to perform any obligation under this Agreement.

XIII. 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 such order shall be identified specifically as a stop work order issued pursuant to this clause ("Stop Work Order"). Any Stop Work Order shall be effective as of the date the Stop Work Order is delivered

to the Consultant. Upon receipt of any such Stop Work 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 Stop Work Order during the period of work stoppage. The Consultant shall not resume work unless specifically so directed in writing by the City. Unless extended, the City's Administrative Agent shall take one of the following actions prior to the expiration of the Stop Work Order:

1. Cancel the Stop Work Order; or
2. Terminate the work covered by the Stop Work Order; or
3. Terminate this Agreement in accordance with the provisions contained in Section XII.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 XII.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.

XIV. 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.

XV. 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

XVI. 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. Time is of the essence with regard to each and every aspect of the Consultant's performance under this Agreement.

C. The language of this Agreement shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.

D. The parties hereto do not intend, nor shall this Agreement be construed, to grant any rights, privileges, or interest to any third party.

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. If a party to this Agreement is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

M. 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.

N. The City may unilaterally extend this Agreement up to ninety (90) days beyond its expiration. The unit prices in effect on the last day of this Agreement shall remain in effect for the extension period.

O. 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:	Jeff Goodwin	Name:	Kristofer Eccles, PE
Title:	Project Manager	Title:	Senior Engineering Manager
Address:	1800 2nd St. Suite 900, Sarasota FL, 34236	Address:	888 13th Ave E. Bradenton, FL 34208
Telephone:	941-379-7600	Telephone:	941-462-1996
E-Mail:	Jeff.goodwin@kimley-horn.com	E-Mail:	Kristofer.eccles@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

P. 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.

Q. Paragraph headings are for convenience of the parties and for reference purposes only and shall be given no legal effect.

R. The Solicitation and all attachments and addenda thereto are hereby incorporated in the Agreement by this reference.

AGREEMENT FOR
PROFESSIONAL ENGINEERING AND TECHNICAL SERVICES FOR SANITARY PIPE AND MANHOLE LINING

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.

[KIMLEY-HORN AND ASSOCIATES, INC.]

By: Brooke Arriaga

Print Name: Brooke Arriaga
(Title of Authorized Representative)

Date: June 3, 2026

Title: Regional Contract Lead

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. PROJECT OVERVIEW & UNDERSTANDING

The City of Bradenton (the "City") has approximately three hundred thousand (300,000) linear feet of sanitary gravity sewer pipe to be lined by means of CIPP lining. The total project area will be broken into individual work assignment areas. This work is being done under the Florida Department of Environmental Protection (FDEP) State Revolving Fund (SRF) grant. The targeted completion of the lining scope of work to be completed by Contractors is October 31st, 2027, with an overall project completion of December 31st, 2027. It is understood that The City intends on awarding work to multiple Contractors to work simultaneously throughout the City.

The Consultant will serve as a project management extension of City staff in the observation of the Contractor's work, and the reporting of information, in accordance with applicable funding requirements, between the selected Contractors and City Staff.

The Consultant will provide technical oversight, project budget tracking assistance, and coordination assistance for the lining of up to three hundred thousand (300,000) LF of existing sanitary sewer pipes, across up to thirty (30) work-assignment areas, for a duration of up to sixteen (16) months of active sewer rehabilitation activities.

Consultant will provide rehabilitation administration and technical oversight services in a manner designed to actively manage Contractor performance, maintain schedule adherence, and ensure transparent coordination among the City, Contractor, and stakeholders. In coordination with the City, and selected Contractors, Consultant will establish a detailed work plan and baseline schedule, including defined milestones, Contractor's proposed sequencing, and performance expectations. Progress against this schedule will be monitored on a weekly basis through documented field observations, review of Contractor updates, and weekly progress meetings, enabling early identification of deviations from the approved schedule.

Consultant will implement an issue identification and escalation process "raising the flag" to address field conditions, technical discrepancies, and Contractor non-performance. Issues will be documented through standardized reporting tools and tracking logs, including RFIs, change orders, and submittal logs, to ensure accountability, traceability, and timely resolution. Matters with potential schedule, budget, or compliance impacts will be elevated to the City during weekly progress meetings.

All project-related information, including inspection records, rehabilitation documentation, GIS data, and progress reporting, will be managed through an online folder structure to provide a single, current source of project information. This system will support consistent documentation and controlled information sharing among the City, Consultant, and the Contractor. Consultant will maintain accurate and organized records to support schedule monitoring, issue resolution, and project closeout requirements.

EXHIBIT A
SCOPE OF SERVICES

Consultant will coordinate communications among the City, Contractor, and stakeholders through established protocols, including regular progress meetings, documented meeting minutes, and ongoing coordination. Public communication support will be provided in coordination with the City to facilitate clear, timely dissemination of project information and to address inquiries or concerns as they arise. This structured approach to schedule management, issue escalation, and data-driven communication is intended to support efficient project delivery, minimize disruptions, and maintain alignment among all parties throughout the duration of the project.

II. TASKS:

1. PROJECT MANAGEMENT

The work requires project coordination and supervision for the project to be carried out in accordance with applicable laws, rules, regulations, and City standards. The Consultant shall schedule and provide meeting minutes for a kickoff meeting and weekly progress meetings, coordinate and participate in the following activities within this task:

A. Contract Administration including invoicing for the Consultant's services

B. Contractor Management and Organization as follows:

i. The Consultant will assist the City in drafting an Invitation to Bid (ITB) package, in accordance with the City's sample contract, those regulatory conditions outlined in FDEP Supplementary Conditions, other Grant Agreement criteria, and applicable local provisions.

ii. The Consultant will attend meetings with the City during the pre-bid phase of the project.

iii. The Consultant will coordinate with the City in the review of the contractor's proposals for adherence to the ITB criteria and will provide written summary comments of technical qualifications for each bidder. The City will select final contractors.

C. Monthly progress/activity reports as follows:

i. Pre-Program Meetings. Consultant will conduct a pre-program meeting with each lining contractor, to review scope of work and reporting expectations for the program.

ii. Pre-Work Assignment Meetings. Consultant will conduct an onsite pre-work assignment meeting with the lining contractors, and City staff, for each work assignment area. The Consultant will conduct up to thirty (30) pre-work meetings.

iii. Host virtual monthly rehabilitation progress meetings for each of the lining contractors.

iv. Host virtual weekly progress meetings with City staff during the bidding and closeout phases.

v. Facilitate internal progress meetings with City staff, during the active rehabilitation phase, to review rehabilitation progress, contractor performance, and coordinate project support

needs. The Consultant will host weekly progress meetings with the City during the rehabilitation phase.

D. Budget oversite to include development and monthly maintenance of a budget tracker for the CIPP lining program. The Consultant will tabulate payment applications, updating the budget tracker monthly, for lining contractors.

2. FIELD SERVICES

Consultant shall provide the following services, on an hourly basis, not to exceed the amount specified in the fee table. Observations will not be exhaustive or extend to every aspect of contractor's work.

A. The Consultant will provide field inspectors to share look-ahead schedules received from Contractors, and coordinate with the City Engineer weekly.

B. Access coordination with property owners with the goal of obtaining written permissions, with permission language provided by the City, for the inspection and rehabilitation of City-owned sanitary sewer infrastructure located on rear easements that would need accessed through private property. Preparation of easements is not included in this scope of services.

i. Primary outreach phase includes the following:

1. Prepare a mailing list identifying impacted property owners
2. Prepare a project information guide outlining the project overview, work to be completed, potential impacts, and City and Consultant contact information.
3. Send property access permission letters with return envelopes for authorization
4. Scan and transmit property access permission letters received from property owners for transmittal to the City.
5. The Consultant will coordinate with the City and the contractor in notifying residents 48 hours in advance of sewer service disruptions for individual property owners, including door-to-door notification in partnership with City.

ii. Secondary Outreach: If the primary access authorization letter is not returned via mail within three (3) weeks of mailing, the Consultant will provide secondary outreach services in coordination with the City. The Consultant makes no guarantees that permission is secured.

1. Research available telephone numbers or email addresses for the property owner.
2. Conduct one in-person visit to the property with City Representative(s) to attempt to obtain written property access permissions.
3. Scan and document signed forms received from property owners to share with the City.

C. The Consultant will review the contractor provided Maintenance of Traffic (MOT) plans for compliance with City and FDOT criteria, as applicable. The contractors will be responsible for providing signed and sealed MOT plans for review. The Consultant will monitor and confirm periodically that the Contractor’s maintenance of traffic is established for the projects. The

City, nor Consultant shall be liable or responsible for the implementation of the contractors' MOT.

D. Site Visits and Rehabilitation Observation. Consultant will make daily site visits to observe the progress of the work across active work areas. The Consultant will notify the City of any potential deviations from the Agreement Documents, and coordinate with the City, who will issue a stop work notice if needed.

E. The Consultant will prepare a daily field observation report for days on which the Consultant provided field observation services.

F. Reviewing pre/post lining video and tracking point repairs as follows:

i. The Consultant will utilize one of its NASSCO Certified Professionals to review pre-rehabilitation videos and will review proposed locations of point-repair identified by the lining contractors, and the Pipe Assessment Certification Program (PACP) scores assigned by the contractors. The Consultant will notify the City Engineer of potential point repairs not identified by the contractors in the videos provided. The Consultant will present findings and recommendations from the review above to the City and assist in drafting change orders for the City to authorize.

ii. Review contractor proposed point repairs and provide recommendations to the City for repair. The City will make the final determination whether or not to authorize change orders. The Consultant will draft the change orders for City review, track and document repairs, and review contractor invoicing for repairs.

iii. The Consultant will utilize one of its NASSCO Certified Professionals to review post-rehabilitation videos provided by each contractor. Consultant will recommend to the City that contractor's work be disapproved and rejected while it is in progress if Consultant determines that such work will not produce a completed Project that generally conforms to the Agreement Documents.

3. FDEP SRF LOAN COMPLIANCE

Consultant shall provide the following services, on an hourly basis, not to exceed the amount specified in the fee table. The Consultant shall provide timely assistance with compiling, reviewing, organizing, and submitting project documentation necessary to support reimbursement requests, loan compliance, project monitoring, and closeout. The Consultant shall coordinate with the City Project Manager and Capital Improvements Fiscal Program Manager on activities required for SRF submittals and compliance with the loan award agreement, applicable state and federal laws, and any program specific terms and conditions, including the following:

A. The Consultant shall administer administrative compliance, monitoring, reporting and close-out documentation, as follows:

i. Monitor the overall progress and effectiveness of the project's implementation for documentation standards per the grant agreement and will assist the City in identifying compliance concerns that may compromise program integrity, funding, and service delivery.

ii. Review payment information from contractors for compliance with overtime payment regulations per 40 U.S.C. 3702 and 3704, as supplemented by the Department of Labor regulations (29 CFR Part 5), under 40 U.S.C 3702 and the Act.

iii. Provide tracking and organization for payrolls, worker interview documents and field compliance requirements form to support funding agencies compliance audits, including verifying evidence of fringe benefit plans and payments by contractors and subcontractors who claim credit for fringe benefit contributions.

iv. Coordinate with the U.S. Department of Labor when a contractor or subcontractor requests an additional wage classification for purposes of supporting the project.

v. Assist the City in verifying that prime contractor(s) and subcontractors are utilizing the E-Verify system when hiring employees, as required by Section 274A(e) of the Immigration National Act and new legislation.

vi. Support the City in the preparation and submission of quarterly progress reports.

vii. Support the City with verification that prime contractor(s) and subcontractors are not listed on the government-wide exclusions in the System for Award Management, in accordance with executive orders and regulatory provisions of the "Debarment and Suspension" related Acts, nor have they been placed on the discriminatory vendor list as required by Wage Labor-related Acts.

B. The Consultant shall administer Site Compliance, monitoring, reporting and close-out documentation, as follows:

i. Assist the City in verifying that the prime contractor(s) complies with regulatory postings, including posters and notices, in the appropriate places for all workers to view and obtain information, for this federally funded project, in accordance with Davis-Bacon Act requirements and Department of Labor regulations. The Consultant will document compliance or identify compliance concerns and provide recommendations for corrective actions.

ii. Conduct confidential worker interviews with a representative sample of workers on site to support compliance with the Davis-Bacon act. The Consultant will summarize, track, and maintain records of interviews, postings, and reports to provide compliance assistance with Department of Labor retention requirements.

iii. Provide compliance assistance support for American Iron and Steel (AIS) Act requirements.

C. The Consultant shall administer Financial Compliance, monitoring, reporting and close-out documentation, as follows:

i. Prepare Deliverable Reports to be submitted with reimbursement requests on a quarterly basis.

ii. Identify and report variances, recommending corrective actions as necessary.

iii. Assist the City to provide responses to FDEP questions related to reimbursement requests, questions related to reimbursement requests.

iv. Submit to the City applicable information from the CIPP Lining project to support the City in the final closeout report for the SRF Funds. Understanding that SRF Funds include

additional projects outside of this scope of services, the City's support in the close out report will be limited to supplying information for the portion of the SRF Agreement funds allocated to the CIPP Lining project.

4. DATA MANAGEMENT

A. Coordinate with contractors to deliver pre and post videos, spreadsheets, GIS data, and asset reports. Provide documentation on point repair locations, pipe size and material inconsistencies, and location inconsistencies. Assist with processing data for entry into City GIS and asset management systems.

B. Consultant will develop a project Key Performance Indicator (KPI) dashboard for all lining contractors for key performance metrics. The Consultant will update the KPI dashboard monthly. It is understood that the Dashboard will be utilized by City Staff and is not intended for use by the members of the Public.

C. The Consultant will track lining progress in ERSI Arc-GIS format, providing digital access for City staff to view TV and lining progress. A link to the GIS file will be included in the KPI dashboard.

D. The Consultant will record pipe size and material inconsistencies in the digital GIS database, based on information provided by contractors. The Consultant will include up to four (4) periodic exports of the working sanitary sewer files in GIS format for City use, and one (1) final export of the sanitary sewer files in GIS format upon completion of rehabilitation work.

E. The Consultant will maintain a shared file database, providing access to the City, providing access to lining contractor payment applications, pre-lining video, post-lining video, and grant reporting requirements.

F. Applications for Payment. Based on its observations and on review of applications for payment and all necessary supporting documentation provided by the Contractor, Consultant will recommend that contractor be paid or will provide a written summary narrative explaining the reason for payment denial within ten (10) calendar days. Should any contractor fail to provide sufficient documentation, the resubmitted and completed information will result in a new review to be completed by the Consultant within ten (10) calendar days.

5. PUBLIC OUTREACH

The Consultant will coordinate and participate in up to ten (10) community and stakeholder outreach support and meetings providing project information to potential and active participants as described below:

A. Based on the City Provided database of impacted property owners, the Consultant shall Develop a Public Engagement and Community Outreach Plan for City review.

B. The public outreach manager will attend monthly meetings with the City of Bradenton.

C. Establish a program-specific phone number and email address that will be monitored throughout the program. The contact information will be included in notifications distributed to impacted property owners. It is anticipated that emails and voice messages will be provided to the City included within monthly reporting.

D. The Consultant will attend up to ten (10) in-person public information meetings to be held in an open-house format, to engage property owners, residents and stakeholders.

E. The Consultant will provide supplemental information (graphics, images, exhibits, etc) to the City for inclusion in their programming for Public Meetings.

6. SPECIAL CONSULT AND MISCELLANEOUS DUTIES

If Authorized by the City in writing, the Consultant may provide additional services which are not specifically identified in Tasks 1 – 6, at the fees negotiated with the City, in an amount not to exceed fifty thousand dollars ($50,000.00).

III. CLARIFICATIONS

A. The following are not included in the Scope of Services:

i. Preparation or certification of “as-built” record drawings for the Project.

ii. Preparation of supporting documents not identified above.

iii. Permitting Services.

B. The Consultant shall have no responsibility for any Contractor's means, methods, or safety practices, but is responsible for notifying a City representative if they observe a potential deviation from the Agreement documents.

EXHIBIT B
PROJECT SCHEDULE

Item #	Task Name	Estimated Start Mo.	Estimated End Mo.	Estimated Duration (Mos.)
1	KH NTP	June 2026	-	-
2	Rehabilitation Bid Phase	June 2026	September 2026	3
3	Rehabilitation Phase	September 2026	October 2027	13
4	Administrative Closeout	October 2027	December 2027	2

EXHIBIT C
FEE SCHEDULE

Consultant will perform the services in Tasks 1 & 4 on a lump sum basis, and Tasks 2, 3, 5 & 6 on an hourly time and materials basis with the maximum labor fee shown below.

Task Number & Name		Fee	Type
1	Project Management	$281,255.00	LS
4	Data Management	$176,765.00	LS
	Lump Sum Subtotal (Tasks 1, 3 & 4)	**$458,020**	
2	Field Services	$836,470.00	Hourly (NTE)
3	FDEP / SRF Loan Compliance	$220,350.00	Hourly (NTE)
5	Public Outreach	$91,900.00	Hourly (NTE)
6	Special Consult and Miscellaneous Duties	$50,000.00	Hourly (NTE)
	Hourly T&M Subtotal (Tasks 2, 5 & 6)	**$1,198,720.00**	
	Total (NTE)	**$1,656,740.00**	

EXHIBIT C
FEE SCHEDULE

PROJECT WORK PLAN PERSON-HOUR ESTIMATE

Task #	Labor Classification	Senior PM / Senior Project Engineer	Grant Administrator	Construction Engineer	Project Manager / Professional Engineer II	Grant Specialist	Analyst II	Analyst I	Accounting Clerical	Support Staff	Subtotal Labor	Direct Expenses	Total Task
	Labor Rate	**$375.00**	**$250.00**	**$240.00**	**$245.00**	**$150.00**	**$150.00**	**$125.00**	**$120.00**	**$100.00**			
1.0	**Project Management**												
	ITB Phase Assistance	10	20		15	10	5						
	Bid Review Assistance	12	4		10			10		10			
	Pre-Program Meetings	12	12		12			12		12			
	Pre-Work Assignment Meetings	40	20	20	40			20					
	Montly Progress Meetings (Each Contractor)	80		80	160		80			80			
	Weekly Progress Meetings (City Staff, Bidding & Closeout Phases)	20			20		20						
	Internal Meetings (City Staff, Active Rehab Phase, 32 Meetings)	32					64			64			
	Budget Tracking	30	10		30		40			30			
	Contract Administration & Invoicing	12			60				42				
	Subtotal (Hours)	248	66	100	347	10	209	42	42	196	1260		
	Task Total ($)	$93,000	$16,500	$24,000	$85,015	$1,500	$31,350	$5,250	$5,040	$19,600	$281,255.00	$0.00	$281,255.00
2.0	**Field Services**												
	Access Coordination: Primary				10		140	60					
	Access Coordination: Secondary				20		220						
	Weekly Schedule Cooridnation				128		60						
	Site Visits and Observation & Onsite Service Outage Notifications			1920			640						
	Pre-Lining Video Review & Point Repair Recs				114		399						
	Post-Lining Video Review				114		285						
	Direct Expenses: Access Coordination											$12,000.00	
	Subtotal (Hours)	0	0	1920	386	0	1744	60	0	0	4110		
	Task Total ($)	$0	$0	$460,800	$94,570	$0	$261,600	$7,500	$0	$0	$824,470.00	$12,000.00	$836,470.00
3.0	**FDEP SRF Loan Compliance**												
	Administrative Compliance Monitoring & Assistance		220			50		20					
	Tracking & Organization for Payrolls, Interview Docs, Field Compliance Reqs		280			60		20					
	DOL Wage Classification Coordination		20										
	Site Compliance Monitoring					32	32						
	Davis-Bacon Worker Interviews					40							
	AIS Requirements Compliance Monitoring		15										
	Quarterly Deliverable Reports		60			60							
	FDEP Reimbursement RAI Assistance		20			10							
	Final Closeout Report Assistance		40			60							
	Subtotal (Hours)	0	655	0	0	312	32	40	0	0	1039		
	Task Total ($)	$0	$163,750	$0	$0	$46,800	$4,800	$5,000	$0	$0	$220,350.00	$0.00	$220,350.00
4.0	**Data Management**												
	GIS Tracking	15		40	220		205	120					
	KPI Dashboard & Performance Data Tracking	8			40		35	40					
	Review Applications for Payment	8		64	64		32						
	Subtotal (Hours)	31	0	104	324	0	272	160	0	0	891		
	Task Total ($)	$11,625	$0	$24,960	$79,380	$0	$40,800	$20,000	$0	$0	$176,765.00	$0.00	$176,765.00
5.0	**Public Outreach**												
	Public Outreach Plan	4			40			20					
	Community Meetings	20			180			20		20			
	Monthly City Meetings (Public Outreach Attendance)				32								
	Supplemental Graphics and Exhibits				4					20			
	Project Phone Number & Email Services				24					8			
	Direct Expenses: Public Meeting Materials											$4,500.00	
	Subtotal (Hours)	24	0	0	280	0	0	40	0	48	392		
	Task Total ($)	$9,000	$0	$0	$68,600	$0	$0	$5,000	$0	$4,800	$87,400.00	$4,500.00	$91,900.00
6.0	**Special Consult & Misc Duties**												
	Allowance: Requires Authorization											$50,000.00	
	Subtotal (Hours)	0	0	0	0	0	0	0	0	0	0		
	Task Total ($)	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0.00	$50,000.00	$50,000.00

TOTAL **$ 1,656,740.00**

AGENDA ITEM NO. 6.m

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: June 10, 2026

SUBMITTED BY: Erin Jones, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Design-Build Agreement for Progressive Design-Build Services for Lift Station 8 Relocation and Collection System Improvements, Phase 1 with Woodruff & Sons, Inc.

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
On March 11, 2026, City of Bradenton advertised Request for Qualifications (RFQ) 26-028EJ to select a firm to provide Progressive Design Build Services for Lift Station 8 Relocations and Collection System Improvements Phase 1. Notice of this RFQ was made through OpenGov. On April 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, four (4) proposers were shortlisted to participate in a presentation and question and answer session. On May 4, 2026, following the presentations the Committee reconvened and discussed each firm's presentations and shared their perspectives. Following the discussion, the committee members independently ranked each short-listed proposer. Woodruff & Sons, Inc. being the highest-ranking proposer, is recommended for award. Purchasing is now bringing forth the resulting negotiated agreement.

FINANCIAL IMPACT:
Funded by GL Account: 40759000-563000-26535.

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by Attorney Rudacille.

SUGGESTED MOTION:
Motion to approve Design Build Agreement for Progressive Design-Build Services for Lift Station 8 Relocation and Collection System Improvements, Phase 1 with Woodruff & Sons, Inc.

ATTACHMENTS:
Design Build Agreement with Woodruff & Sons, Inc.

DESIGN-BUILD AGREEMENT #26-028EJ

for

PROGRESSIVE DESIGN-BUILD SERVICES FOR LIFT STATION 8 RELOCATION AND COLLECTION SYSTEM IMPROVEMENTS PHASE 1

between

CITY OF BRADENTON (AS OWNER)

and

WOODRUFF & SONS, INC. (AS DESIGN-BUILDER)

DESIGN-BUILD AGREEMENT #26-028EJ
FOR
PROGRESSIVE DESIGN-BUILD SERVICES FOR LIFT STATION 8 RELOCATION AND COLLECTION SYSTEM IMPROVEMENTS PHASE 1

THIS AGREEMENT ("Agreement") is made and entered into by and between City of Bradenton, a political subdivision of the State of Florida, referred to herein as "Owner" or "City," and Woodruff & Sons, Inc. an Indiana corporation registered and licensed to do business in the State of Florida (License #829644), referred to herein as "Design-Builder," for the following project: Progressive Design-Build Services for Lift Station 8 Relocation and Collection System Improvements Phase 1.

WHEREAS, the Owner intends to undertake the project described as design and construction of Lift Station 8 Relocation and Collection System Improvements Phase 1 (the "Project"), which requires design-builder at risk services; and

WHEREAS, the Owner issued Request for Qualifications (RFQ) #26-028EJ on March 11, 2026; and

WHEREAS, the Owner evaluated and ranked the proposals received in accordance with §287.055 Florida Statutes, and Owner ordinances and policies, and found the Design-Builder qualified to perform the necessary services; and

WHEREAS, the Design-Builder has reviewed the services required pursuant to the Agreement and is qualified, willing, and able to provide and perform all such services in accordance with the terms of the Agreement; and

WHEREAS, the services to be provided under this Agreement will be divided into two or more phases, the first of which, Phase I: Preconstruction Services, is authorized by this Agreement; and

WHEREAS, subsequent phases, if authorized, shall encompass services as required to complete construction of the Project, as contemplated by the RFQ, and shall be authorized solely by written amendment to this Agreement.

NOW, THEREFORE, the Owner and the Design-Builder, in consideration of the mutual covenants contained herein, agree as follows:

ARTICLE I
GENERAL PROVISIONS

1.1 Owner's Criteria. This Agreement is based on the criteria set forth in this Section 1.1, hereinafter referred to as the "Owner's Criteria."

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable" or "unknown at time of execution." If the Owner intends to provide a set

of design documents, and the requested information is contained in the design documents, identify the design documents and insert "see Owner's design documents" where appropriate)

A. Owner's Program. The Owner's program for the Project:

The City of Bradenton is employing a contractor to provide progressive design build services to furnish and install a replacement facility for the existing Lift Station 8 Relocation and Collection System Improvements Phase 1, which shall include an upsized lined wet well, new pumps, upsized discharge piping and all necessary electrical and instrumentation components. The new location will be constructed at 1302 4th Ave W Bradenton, FL 34205. The existing lift station sits 12 feet from the Manatee River and is located in an AE FEMA flood zone. The address of the existing lift station is 1450 Barcarrota Blvd Bradenton, FL 34205. As part of the City's ongoing resiliency efforts and hardening of the sanitary collection system, it is prudent to move the lift station out of the floodplain. The City has received grant funding for a portion of the design-build effort, and the project is subject to AIS, Davis-Bacon, and other State and Federal requirements attached to funding.

B. Owner's Design Requirements. The Owner's design requirements for the Project and related documentation:

Exhibit B: Owner's Criteria Package (Basis of Design Documents)
Exhibit C: Scope of Work from Design/Builder & Hourly Rates

C. Physical Characteristics. The Project's physical characteristics:

The new location will be constructed at 1302 4th Ave W Bradenton, FL 34205. The existing lift station sits 12 feet from the Manatee River and is located in an AE FEMA flood zone. The address of the existing lift station is 1450 Barcarrota Blvd Bradenton, FL 34205. The new lift station site to be a minimum of 40 feet x 40 feet and to minimize footprint on property to allow future development.

D. Budget. The Owner's budget for the Work to be provided by the Design-Builder is set forth below:

Project cost is estimated at Ten Million Dollars and Zero Cents ($10,000,000.00)

E. Milestones. The Owner's design and construction milestone dates:

1. Design phase milestone dates: Design and permitting complete by January 1, 2027

2. Submission of Design-Builder's Proposal: GMP expected 28 weeks after NTP

3. Phased completion dates: Construction to be complete by July 1, 2027

4. Substantial Completion dates: July 1, 2027

5. Other milestone dates: TBD

F. Architect/Engineer, Consultants, and Contractors. The Owner requires the Design-Builder to retain the necessary qualified Architect/Engineer, Consultants and Contractors at the Design-Builder's cost. The Architect/Engineer and any Consultants performing design services shall be selected in accordance with the process set forth in Section 287.055, Florida Statutes.

G. Additional Criteria. Additional Owner's Criteria upon which the Agreement is based: N/A

H. Laws and Regulations. The Design-Builder shall confirm that the information included in the Owner's Criteria complies with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Owner's Criteria conflicts with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner of the conflict.

I. Criteria Changes. If there is a change in the Owner's Criteria, the Owner and the Design-Builder shall execute a Contract Modification in accordance with Article VI.

J. Digital Transmissions. If Instruments of Service or any other information or documentation is to be transmitted in digital form, the parties shall endeavor to establish necessary protocols governing such transmissions.

K. Additional General Conditions.

1. Exhibit: Owner's Permit List
2. Exhibit : Critical Path Method (CPM) Schedule
3. Exhibit : Not-to-Exceed Cost from Design/Builder
4. Exhibit : Allowance for Permits

1.2 Project Team.

A. Owner's Representative. The Owner identifies the following representative in accordance with Section 7.1.A:

Anthony Benitez, Executive Public Works Administrator

B. Consultants. The Owner will retain the following consultants and separate contractors: N/A

C. Design-Builder's Representative. The Design-Builder identifies the following representative in accordance with Section 3.1.B:

Chad Wakeman, Vice President

P.O. Box 10127

Bradenton, FL 34282

D. Changes to Representatives. Neither the Owner's nor the Design-Builder's representative shall be changed without ten days' written notice to the other party. The Design-Builder's representative must be approved in writing by the Owner.

1.3 Dispute Resolution. Claims, disputes, or other matters in question between the parties to this Agreement shall be resolved as provided in Article XVII hereof.

1.4 Definitions. For purposes of this Agreement, the following terms shall have the following meanings.

A. Application for Payment: The form accepted by the Owner's Representative which is to be used by Design-Builder in requesting progress or final payments and which is to include such supporting documentation as is required by the Design-Build Documents.

B. Architect/Engineer: The Architect/Engineer is the person or entity providing design services for the Design-Builder for all or a portion of the work, and is lawfully licensed to practice architecture or engineering in the State of Florida. The Architect/Engineer is referred to throughout the Design-Build Documents as if singular in number.

C. Change Order: A written order requiring formal approval authorizing a change in the Contract Sum, pursuant to Article VI.

D. Contract Modification: A Contract Modification is (1) a written amendment to the Agreement signed by both parties, including the Design-Build Amendment, (2) a Change Order signed by both parties, (3) an IFCA, or (4) Field Directive.

E. Change Order Request. A written request issued by the City's Administrative Agent to the Contractor's authorized agent on a City-approved Change Order Request form contained in the Solicitation document. This definition shall be inclusive of IFCA or other contract modification requests that may cause the expenditure of contingency funds or require a contract amendment.

F. Change Order Request Price Quote. A written monetary amount submitted to the City's Administrative Agent in response to the City's Administrative Agent's Change Order Request. The Price Quote must be submitted on the City-approved

Change Order Request form.

G. Contract Sum: The amount the Owner will pay Design-Builder for performance of the Contract after the execution of the Design-Build Amendment, as further described in the Design-Build Amendment.

H. Contract Time: The period of time, including authorized adjustments, for Substantial Completion of the Work.

I. Consultant: A Consultant is a person or entity providing professional services for the Design-Builder for all or a portion of the Work, and is referred to throughout the Design-Build Documents as if singular in number. A Consultant shall be lawfully licensed to provide the required professional services in the State of Florida.

J. Contractor: A Contractor is a person or entity performing all or a portion of the construction, required in connection with the Work, for the Design-Builder. A Contractor shall be lawfully licensed in the State of Florida. The Contractor is referred to throughout the Design-Build Documents as if singular in number and means a Contractor or an authorized representative of the Contractor.

K. Days: Calendar days except when specified differently. When time is referred to in the Design-Build Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or legal holiday, such day will be omitted from the computation.

L. Defective Work: refers to Work that is unsatisfactory, faulty, or deficient, or does not conform to the Design-Build Documents, or that does not meet the requirements of any inspection, reference standard, test or approval referred to in the Design- Build Documents, or that has been damaged prior to Owner's Representative approval of final payment (unless responsibility for the protection thereof has been assumed by Owner).

M. Design-Build Amendment: The Design-Build Amendment is the amendment to this Agreement to be executed pursuant to Section 4.4.C., hereof, accepting the Design-Builder's Proposal and setting forth the Contract Sum, and the Contract Time and Substantial Completion Date.

N. Design-Build Documents: The Design-Build Documents consist of this Agreement between Owner and Design-Builder and its attached Exhibits (hereinafter, the "Agreement"), other documents listed in this Agreement, and Contract Modifications issued after execution of this Agreement and represents the entire and integrated agreement between the parties hereto superseding prior negotiations, representations, or agreements, either written or oral. The parties will not be bound by or be liable for any statement, representation, promise,

inducement or understanding of any kind or nature not set forth herein. The Design-Build Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Design-Builder.

O. Design-Builder: The Design-Builder is the entity identified in the preamble of this Agreement, and is referred to throughout the Design-Build Documents as if singular in number. The term "Design-Builder" means the Design-Builder or the Design-Builder's authorized representative.

P. Design-Builder's Proposal: The proposal to be prepared by Design-Builder and submitted to Owner pursuant to and in accordance with Section 4.4 of this Agreement.

Q. Field Directive: A written order issued by the Owner or Design-Builder which orders minor changes in the Work, but which does not involve a change in the Contract Sum or the Contract Time.

R. Final Completion Date: The date upon which the Project is fully constructed and all Work required on the Project and Project Site is fully performed as verified in writing by the Owner's Representative via a Certificate of Final Acceptance.

S. Force Majeure: Those conditions constituting excuse from performance as described in and subject to the conditions set forth in Article XIV.

T. Interim Field Change Agreement (IFCA): A written directive to Design-Builder, issued on or after the effective date of the Agreement and signed by Owner's Representative and the Design-Builder, ordering an addition, deletion or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed or responding to emergencies which does not result in the Contract Sum exceeding the amount stipulated in the Design-Build Amendment.

U. Instruments of Service: Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Design-Builder, Contractor(s), Architect/Engineer and Consultant(s) under their respective agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, digital models, and other similar materials.

V. Notice to Proceed: Written notice by Owner (after execution of the Design-Build Amendment) to the Design-Builder fixing the date on which the Contract Time will commence to run and on which Design-Builder shall start to perform its obligations under the Design-Build Documents.

W. Owner: City of Bradenton, a political subdivision of the State of Florida.

X. Owner's Contingency: Reserves held by the Owner for any changes in the Work. Use of the Owner's Contingency must be approved by the Owner through a Contract Modification. Unused Owner's Contingency remaining at Final Completion will belong to the Owner and will not be included in Final Payment to the Design-Builder.

Y. Owner's Representative: The individual identified in Section 1.2, or by the Owner, from time to time, pursuant to written notice in accordance with the Design-Build Documents.

Z. Payment and Performance Bond: The Payment and Performance Bond security posted pursuant to Section 3.1.R to guarantee payment and performance by the Design-Builder of its obligations hereunder.

AA. Progress Report: A report to Owner that includes all information required pursuant to the Design-Build Documents and submitted in accordance with Section 3.1.J, hereof.

BB. Project: The total construction of which the Work performed under the Design- Build Documents may be the whole or a part and which may include construction by Owner and by separate contractors. For the purposes of the Design-Build Documents, the term Project shall include all areas of proposed improvements and all areas which may reasonably be judged to have an impact on the Project.

CC. Project Costs: The costs incurred by the Design-Builder to plan, construct, and equip the Project and included within, and paid as a component of, the Contract Sum.

DD. Project Manager: The Design-Builder's primary representative or such other individual designated by Design-Builder, subject to the prior written consent of Owner and as identified in Section 1.

EE. Project Plans and Specifications: The 100% construction drawings and specifications, and any changes, supplements, amendments, or additions thereto approved by the Owner, which shall also include any construction drawings and final specifications required for the repair or construction of the Project, as provided herein.

FF. Project Schedule: The schedule and sequence of events for the commencement, progression and completion of the Project, developed pursuant to Section 3.1.K, as such schedule may be amended as provided herein.

GG. Project Site: The site depicted in the Project Plans and Specifications, inclusive of City owned property, all rights of way, temporary construction easements or licensed or leased lands.

HH. Punch List: A list of incomplete or unsatisfactory items to be completed or corrected by the Design-Builder following Substantial Completion.

II. City's Administrative Agent: The Administrative Agent is the City's staff representative for this Agreement.

JJ. Submittal: A submittal is any submission to the Owner for review and approval demonstrating how the Design-Builder proposes to conform to the Design-Build Documents for those portions of the Work for which the Design-Build Documents require Submittals. Submittals include, but are not limited to, shop drawings, product data, and samples. Submittals are not Design-Build Documents unless incorporated into a Contract Modification.

KK. Substantial Completion and Substantially Complete: The stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Work for its intended use; provided, however, that as a condition precedent to Substantial Completion, the Owner has received all certificates of occupancy or completion and other permits, approvals, licenses, and other documents from any governmental authority which are necessary for the beneficial use of the Project.

LL. Substantial Completion Date: The date on which the Project is Substantially Complete, as evidenced by (i) the Owner's signature on a Certificate of Substantial Completion, (ii) written acceptance of the Project by the Owner, and (iii) approvals of any other authority as may be necessary or otherwise required.

MM. Unit Price Work: Work to be paid for on the basis of unit prices.

NN. Work: The term "Work" means the design, construction, and related services required to fulfill the Design-Builder's obligations under the Design-Build Documents, whether completed or partially completed, and includes all plant, labor, materials, equipment, tools, and documentation necessary to produce such services, construction, furnishing, installing, and incorporating all materials and equipment into such construction as provided or to be provided by the Design-Builder. The Work may constitute the whole or a part of the Project.

ARTICLE II
COMPENSATION AND PROGRESS PAYMENTS

2.1 Compensation for Work Performed Prior to Execution of Design-Build Amendment.

A. Timing and Rate. Unless otherwise agreed in writing pursuant to a Contract Modification, payments for Work performed prior to execution of the Design-Build Amendment shall be made monthly. For the Design-Builder's performance of Work prior to the execution of the Design-Build Amendment, the Owner shall

compensate the Design-Builder as follows:

See Exhibit C for schedule

B. Hourly Rates. The hourly billing rates for services of the Design-Builder and the Design-Builder's Architect/Engineer, Consultants, and Contractors, if any, are set forth below.

See Exhibit C for hourly rates

2.2 Compensation for Reimbursable Expenses Prior to Execution of Design-Build Amendment.

A. Reimbursable Expenses. Reimbursable expenses are in addition to compensation set forth in Section 2.1.A and 2.1.B and include expenses directly related to the Project incurred by the Design-Builder and the Design-Builder's Architect/Engineer, Consultants, and Contractors, as follows:

(1) Transportation and authorized out-of-town travel and subsistence, subject to the requirements set forth in Section 112.061, Florida Statutes, as may be amended;
(2) Dedicated data and communication services, teleconferences, Project web sites, and extranets;
(3) Fees paid for securing approval of authorities having jurisdiction over the Project;
(4) Printing, reproductions, plots, standard form documents;
(5) Postage, handling, and delivery;
(6) Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
(7) Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner;
(8) All taxes levied on professional services and on reimbursable expenses; and
(9) Other Project-related expenditures, if authorized in advance by the Owner.

B. Administrative Fee. For Reimbursable expenses, the compensation shall be the expenses the Design-Builder and the Design-Builder's Architect/Engineer, Consultants and Contractors incurred, plus an administrative fee of % of the expenses incurred.

C. Records. Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times for a period of ten fiscal years (October 1-Sept 30) following completion of the Design-Build Amendment or termination of this Agreement, whichever occurs first.

2.3 Contract Sum and Payment for Work Performed After Execution of Design-Build Amendment. For the Design-Builder's performance of the Work after execution of the Design-Build Amendment, the Owner shall pay to the Design-Builder the Contract Sum as agreed in the Design-Build Amendment.

2.4 Local Government Prompt Payment Act. The Owner shall pay the Design-Builder in accordance with the Local Government Prompt Payment Act, Section 218.70, et al., F.S.

ARTICLE III
GENERAL REQUIREMENTS OF THE WORK

3.1 General.

A. Licensing Requirements. The Design-Builder shall comply with any applicable licensing requirements in the State of Florida.

B. Design-Builder Representative. The Design-Builder shall designate in writing a representative who is authorized to act on the Design-Builder's behalf with respect to the Project (the Design-Builder's "Authorized Representative").

C. Compliance with Design-Build Documents. The Design-Builder shall perform the Work in accordance with the Design-Build Documents. The Design-Builder shall not be relieved of the obligation to perform the Work in accordance with the Design-Build Documents by the activities, tests, inspections, or approvals of the Owner.

D. Compliance with Applicable Laws. The Design-Builder shall perform the Work in compliance with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities. If the Design-Builder performs Work contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall assume responsibility for such Work and shall bear the costs attributable to correction.

E. Violations. Neither the Design-Builder nor any Contractor, Consultant, or Architect/Engineer shall be obligated to perform any act which they believe will violate any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder determines that implementation of any instruction received from the Owner, including those in the Owner's Criteria, would cause a violation of any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner in writing. Upon verification by the Owner that a change to the Owner's Criteria is required to remedy the violation, the Owner and the Design-Builder shall execute a Contract Modification in accordance with Article VI.

F. Acts or Omissions. The Design-Builder shall be responsible to the Owner for acts and omissions of the Design-Builder's employees, Architect/Engineer, Consultants, Contractors, and their agents and employees, and other persons or entities performing portions of the Work.

G. Periodic Meetings. The Design-Builder shall schedule and conduct periodic meetings with the Owner to review matters such as procedures, progress, coordination, and scheduling of the Work.

H. Qualified and Licensed Professionals. When applicable law requires that services be performed by licensed professionals, the Design-Builder shall provide those services through qualified, licensed professionals.

I. Permits and Approvals. The Design-Builder, with the assistance of the Owner, shall prepare and file documents required to obtain necessary permits and approvals of governmental authorities having jurisdiction over the Project.

J. Progress Reports. The Design-Builder shall keep the Owner informed of the progress and quality of the Work. Monthly, or otherwise as agreed to by the Owner and Design-Builder, the Design-Builder shall submit written Progress Reports to the Owner, showing estimated percentages of completion and other information identified below:

(1) Work completed for the period;
(2) Updated Project schedule status;
(3) Updated Submittal schedule and status report, including a summary of outstanding Submittals;
(4) Responses to requests for information to be provided by the Owner;
(5) Approved Change Orders and IFCAs;
(6) Pending Change Order and IFCA status reports;
(7) Tests and inspection reports;
(8) Status report of Work rejected by the Owner;
(9) Status of Claims previously submitted in accordance with Article XVII;
(10) Cumulative total of the Cost of the Work to date including the Design-Builder's compensation and Reimbursable Expenses, if any;
(11) Current Project cash-flow and forecast reports; and
(12) Additional information as agreed to by the Owner and Design-Builder.

In the event any Progress Report indicates any delays, the Design-Builder shall propose an affirmative plan to correct the delay, including resequencing of the Work, overtime and/or additional labor, if necessary. In no event shall any Progress Report constitute an adjustment in the Contract Time, milestone dates, or the Contract Sum unless any such adjustment is agreed to by the Owner and authorized

pursuant to a properly executed written Contract Modification. In addition, the Design-Builder shall include the following additional information in its Progress Reports:

(1) Design-Builder's work force report;
(2) Equipment utilization report; and
(3) Cost summary, comparing actual costs to updated cost estimates.

K. Design-Builder's Schedules. The Design-Builder, promptly after execution of this Agreement, shall prepare and submit for the Owner's information, a schedule for the Work ("Project Schedule"). The Project Schedule, including the time required for design and construction, shall not exceed time limits provided under the Design-Build Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Design-Build Documents, shall provide for expeditious and practicable execution of the Work, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project. The Design-Builder shall perform the Work in general accordance with the most recent Project Schedule(s) submitted to the Owner.

L. Certifications. Upon the Owner's written request, the Design-Builder shall furnish to the Owner and obtain certifications from the Architect/Engineer, Consultants, and Contractors regarding the documents and services provided by them (a) that, to the best of their knowledge, information and belief, the documents or services to which the certifications relate (i) are consistent with the Design-Build Documents, except to the extent specifically identified in the certificate, and (ii) comply with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities governing the design of the Project; and (b) that the Owner and its consultants shall be entitled to rely upon the accuracy of the representations and statements contained in the certifications. The Design-Builder's Architect/Engineer, Consultants, and Contractors shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of their services.

M. Design-Builder's Submittals.

(1) Prior to submission of any Submittals, the Design-Builder shall prepare a Submittal schedule, and shall submit the schedule for the Owner's approval. The Owner's approval shall not unreasonably be delayed or withheld. The Submittal schedule shall (i) be coordinated with the Design-Builder's schedule provided in Section 3.1.K, (ii) allow the Owner reasonable time to review Submittals, and (iii) be periodically updated to reflect the progress of the Work. If the Design-Builder fails to submit a Submittal schedule, the Design-Builder shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of

Submittals.

(2) By providing Submittals the Design-Builder represents to the Owner that it has (i) reviewed and approved them, (ii) determined and verified materials, field measurements and field construction criteria related thereto, and (iii) checked and coordinated the information contained within such Submittals with the requirements of the Work and of the Design-Build Documents.

(3) The Design-Builder shall perform no portion of the Work for which the Design-Build Documents require Submittals until the Owner has approved the respective Submittal.

(4) The Work shall be in accordance with approved Submittals except that the Design-Builder shall not be relieved of its responsibility to perform the Work consistent with the requirements of the Design-Build Documents. The Work may deviate from the Design-Build Documents only if the Design-Builder has notified the Owner in writing of a deviation from the Design-Build Documents at the time of the Submittal, and a Contract Modification is executed authorizing the identified deviation. The Design-Builder shall not be relieved of responsibility for errors or omissions in Submittals by the Owner's approval of the Submittals.

(5) All professional design services or certifications to be provided by the Design-Builder, including all drawings, calculations, specifications, certifications, shop drawings and other Submittals, shall contain the signature and seal of the licensed design professional preparing them. Submittals related to the Work designed or certified by the licensed design professionals, if prepared by others, shall bear the licensed design professional's written approval. The Owner and its consultants shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

N. Warranty. The Design-Builder warrants to the Owner that materials and equipment furnished under the Agreement will be of good quality and new unless the Design- Build Documents require or permit otherwise. The Design-Builder further warrants that the Work will conform to the requirements of the Design-Build Documents and will be free from defects, including design errors, omissions, and inconsistencies, except for those otherwise expressly permitted by the Design-Build Documents. Work, materials, or equipment not conforming to these requirements shall be considered defective. The Design-Builder's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Design-Builder, improper or insufficient maintenance,

improper operation, or normal wear and tear and normal usage. If required by the Owner, the Design- Builder shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The Design-Builder further warrants that the specifications and drawings selected and prepared during construction will be appropriate for their intended use and the Project will be fit for use for the intended function. The warranty provided in this Paragraph will be in addition to and not in limitation of any other warranty provided by the Design-Build Documents or otherwise prescribed by law.

O. Royalties, Patents and Copyrights.

(1) The Design-Builder shall pay all royalties and license fees. The Design-Builder shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and its separate contractors and consultants harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Owner, or where the copyright violations are required in the Owner's Criteria. However, if the Design-Builder has reason to believe that the design, process, or product required in the Owner's Criteria is an infringement of a copyright or a patent, the Design-Builder shall be responsible for such loss unless such information is promptly furnished to the Owner. If the Owner receives notice from a patent or copyright owner of an alleged violation of a patent or copyright, attributable to the Design-Builder, the Owner shall give prompt written notice to the Design-Builder.

P. Indemnification.

(1) To the extent Design-Builder is acting as a design professional, Design-Builder shall indemnify and hold harmless the Owner, 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, gross negligence, recklessness, or willful misconduct of the Design- Builder and other persons employed or utilized by the Design-Builder in the performance of this Agreement.

(2) To the extent Design-Builder is acting as a contractor, the Design-Builder shall indemnify and hold harmless the Owner from liabilities, damages, losses, and costs, including but not limited to reasonable attorney's fees to the extent caused by the negligence, gross negligence, recklessness, or willful misconduct of the Design-Builder and persons employed or utilized by the Design-Builder in the performance of the Agreement.

(3) In claims against any person or entity indemnified under this Section 3.1.P by an employee of the Design-Builder, its subcontractor, anyone directly or

indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.1.P(1) shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Design-Builder or a subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

(4) The Design-Builder shall defend the Owner in any action, lawsuit, mediation, or arbitration arising from the alleged negligence, recklessness or intentionally wrongful conduct of the Design-Builder and other persons employed or utilized by the Design-Builder in the performance of the Work.

(5) To the extent Design-Builder is acting as a design professional, Design-Builder shall indemnify and hold harmless the Florida Department of Transportation (FDOT), 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-Builder and other persons employed or utilized by the Design-Builder in the performance of this Agreement. To the extent Design-Builder is acting as a contractor, the Design-Builder shall indemnify and hold harmless FDOT from liabilities, damages, losses, and costs, including but not limited to reasonable attorney's fees to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Design-Builder and persons employed or utilized by the Design-Builder in the performance of the Agreement. This provision shall apply only to work performed by the Design-Builder upon property in which FDOT has a legal interest.

(6) This Section of the Agreement will survive the completion or termination of the Agreement.

Q. Design-Builder's Insurance. The Design-Builder shall furnish insurance coverage for (but not necessarily limited to) workers' compensation, commercial general liability, professional liability, auto liability, excess liability, and builder's risk. The Design-Builder shall furnish to the Owner all appropriate policies and Certificate(s) of Insurance as set forth in Exhibit D, attached hereto and incorporated herein.

R. Payment and Performance Bond. Prior to the construction commencement date, the Design-Builder shall furnish to the Owner a Payment and Performance Bond executed by the Design-Builder, and a surety company authorized to do business in the State of Florida, in an amount no less than the Contract Sum, which bond shall be conditioned upon the successful completion of all work, labor, services, and materials to be provided and furnished hereunder, and the payment of all Architect/Engineer, Contractors, Consultants, subcontractors, materialmen, and laborers. The Owner will only accept a Payment and Performance Bond from a surety with an A.M. Best rating of 'A-' (Excellent) or better for agreements requiring bonds of five hundred thousand and zero cents ($500,000.00) or greater, or 'B+' (Very Good) or better for

agreements requiring a bond of less than five hundred thousand and zero cents ($500,000.00). Said bond shall be subject to the approval of the City Council for the City of Bradenton, Florida. In accordance with Section 255.05, F.S., the Owner may not make a payment to the Design-Builder until the Design-Builder has provided the Owner a certified copy of the recorded bond.

ARTICLE IV
WORK PRIOR TO EXECUTION OF THE DESIGN-BUILD AMENDMENT

4.1 General.

A. Information Submitted. Any information submitted by the Design-Builder, and any interim decisions made by the Owner, shall be for facilitating the design process and shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Contract Modification.

B. Advice and Recommendations. The Design-Builder shall advise the Owner on proposed site use and improvements, selections of materials, and building systems and equipment. The Design-Builder shall also provide the Owner with recommendations, consistent with the Owner's Criteria, on constructability, availability of materials and labor, time requirements for procurement, installation and construction, and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions and must be prepared by qualified professionals, cost estimators or contractors retained by and acting in the interest of the Design- Builder.

4.2 Evaluation of the Owner's Criteria.

A. Meetings. The Design-Builder shall schedule and conduct meetings with the Owner and any other necessary individuals or entities to discuss and review the Owner's Criteria as set forth in Section 1.1. The Design-Builder shall thereafter again meet with the Owner to discuss a preliminary evaluation of the Owner's Criteria. The preliminary evaluation shall address possible alternative approaches to design and construction of the Project and include the Design-Builder's recommendations, if any, with regard to accelerated or fast-track scheduling, procurement, or phased construction. The preliminary evaluation shall consider cost information, constructability, and procurement and construction scheduling issues.

B. Report. After the Design-Builder meets with the Owner and presents the preliminary evaluation, the Design-Builder shall provide a written report to the Owner, summarizing the Design-Builder's evaluation of the Owner's Criteria. The report shall also include:

(1) allocations of program functions, detailing each function and their square foot areas;
(2) a preliminary estimate of the Cost of the Work, and, if necessary, recommendations to adjust the Owner's Criteria to conform to the Owner's budget;
(3) a preliminary schedule, which shall include proposed design milestones; dates for receiving additional information from, or for work to be completed by, the Owner, anticipated date for the Design-Builder's Proposal, and dates of periodic design review sessions with the Owner; and
(4) the following:

(List additional information, if any, to be included in the Design-Builder's written report.)

C. Review. The Owner shall review the Design-Builder's written report and, if acceptable, provide the Design-Builder with written consent to proceed to the development of the preliminary design as described in Section 4.3. The consent to proceed shall not be construed to modify the Owner's Criteria unless the Owner and Design-Builder execute a Contract Modification.

4.3 Preliminary Design.

A. Submittal. Upon the Owner's issuance of a written consent to proceed under Section 4.2.C, the Design-Builder shall prepare and submit a preliminary design to the Owner. The preliminary design shall include a report identifying any deviations from the Owner's Criteria, and shall include the following:

(1) confirmation of the allocations of program functions;
(2) site plan;
(3) building plans, sections, and elevations;
(4) structural systems;
(5) selections of major building systems, including but not limited to mechanical, electrical, and plumbing systems; and
(6) outline of specifications or sufficient drawing notes describing construction materials.

The preliminary design may include some combination of physical study models, perspective sketches, or digital modeling.

B. Review. The Owner shall review the preliminary design and, if acceptable, provide the Design-Builder with written consent to proceed to development of the Design-Builder's Proposal. The preliminary design shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Contract Modification.

4.4 Design-Builder's Proposal.

A. Submittal. Upon the Owner's issuance of a written consent to proceed under Section 4.3.B, the Design-Builder shall prepare and submit the Design-Builder's Proposal to the Owner. The Design-Builder's Proposal shall include the following:

(1) a list of the preliminary design documents and other information, including the Design-Builder's clarifications, assumptions, and deviations from the Owner's Criteria, upon which the Design-Builder's Proposal is based;
(2) the proposed Contract Sum, including the compensation method;
(3) the proposed date the Design-Builder shall achieve Substantial Completion;
(4) an enumeration of any qualifications and exclusions, if applicable;
(5) a list of the Design-Builder's key personnel, Contractors, and suppliers; and
(6) the date on which the Design-Builder's Proposal expires, which shall not be less than ninety (90) days from receipt by Owner.

B. Local Conditions. Submission of the Design-Builder's Proposal shall constitute a representation by the Design-Builder that it has visited the site and become familiar with local conditions under which the Work is to be completed.

C. Design-Build Amendment. If the Owner and Design-Builder agree on a Design-Builder's Proposal, the Owner and Design-Builder shall execute the Design-Build Amendment setting forth the terms of the agreement.

ARTICLE V

WORK FOLLOWING EXECUTION OF THE DESIGN-BUILD AMENDMENT

5.1 Project Plans and Specifications

A. Preparation; Consistency. Upon the execution of the Design-Build Amendment, the Design-Builder shall prepare Project Plans and Specifications. The Project Plans and Specifications shall establish the quality levels of materials and systems required. The Project Plans and Specifications shall be consistent with the Design-Build Documents.

B. Owner Review. The Design-Builder shall provide the Project Plans and Specifications to the Owner for the Owner's information. If the Owner discovers any deviations between the Project Plans and Specifications and the Design-Build Documents, the Owner shall promptly notify the Design-Builder of such deviations in writing. The Project Plans and Specifications shall not modify the Design-Build Documents unless the Owner and Design-Builder execute a Contract Modification. The failure of the Owner to discover any such deviations shall not relieve the Design-Builder of the obligation to perform the Work in accordance with the Design-Build Documents.

5.2 Construction.

A. Commencement. Except as permitted in Section 5.2.B, construction shall not commence prior to execution of the Design-Build Amendment.

B. Pre-Amendment Commencement. If the Owner and Design-Builder agree in writing by contract amendment, construction may proceed prior to the execution of the Design-Build Amendment. However, such authorization shall not waive the Owner's right to reject the Design-Builder's Proposal reflected in the Design-Build Amendment.

C. Supervision and Control. The Design-Builder shall supervise and direct the Work, using the Design-Builder's best skill and attention. The Design-Builder shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Agreement, unless the Design-Build Documents give other specific instructions concerning these matters.

D. Inspection. The Design-Builder shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

5.3 Labor and Materials.

A. Design-Builder to Provide. Unless otherwise provided in the Design-Build Documents, the Design-Builder shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services, necessary for proper execution and completion of the Work, whether temporary or permanent, and whether or not incorporated or to be incorporated in the Work. The word "provide" will mean furnish and install completely, including connections, unless otherwise specified.

B. Substitutions. When a material or system is specified in the Design-Build Documents, the Design-Builder may make substitutions only in accordance with Article VI.

C. Management of Employees. The Design-Builder shall enforce strict discipline and good order among the Design-Builder's employees and other persons carrying out the Work. The Design-Builder shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

5.4 Taxes. The Design-Builder shall pay applicable sales, consumer, use and similar taxes, for the Work provided by the Design-Builder.

5.5 Permits, Fees, Protection of Historical and Archeological Resources, and Utility Services.

A. Permits. Unless otherwise provided in the Design-Build Documents, the Design-Builder shall secure and pay for the building permit as well as any other permits, fees, licenses, and inspections by government agencies, necessary for proper execution of the Work and Substantial Completion of the Project.

B. Protection of Historic and Archeological Resources. If, during the Work, the Design-Builder encounters historic or archeological resources during the Design Builder's operations, the Design-Builder shall notify the Owner immediately, and stop Work in the area until directed to restart. In such event, the Design-Builder shall move to another area of the Project Site until the issue is resolved. The Design-Builder shall comply with City of Bradenton Code of Ordinances, as applicable. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such resources or features may be made as provided in Article VI.

C. Utility Services (If applicable). Existing service locations as shown on the Project Plans and Specifications are approximate. Upon completion of the service relocation or replacement as called for on the Project Plans and Specifications, the Design-Builder shall relocate or install the meter and/or reconnect the building service line as directed by the Owner. A Florida licensed plumber shall complete all plumbing work on the discharge side of the water meter.

5.6 Allowances.

A. Allowances. The Design-Builder shall include in the Contract Sum all allowances stated in the Design-Build Documents. Items covered by allowances shall be supplied for such amounts, and by such persons or entities as the Owner may direct, but the Design-Builder shall not be required to employ persons or entities to whom the Design-Builder has reasonable objection. Unless otherwise provided in the Design-Build Documents,

(1) allowances shall cover the cost to the Design-Builder of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

(2) the Design-Builder's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts, shall be included in the Contract Sum but not in the allowances; and

(3) whenever costs are more than or less than allowances, the Owner's Contingency shall be adjusted by the amount more than or less than the allowance, as necessary, unless the Owner decides to adjust the Contract Sum by Contract Modification. The amount of the Contract Modification or adjustment to Owner's Contingency shall reflect (i) the difference between actual costs and the allowances under Section 5.6.A.(1) and (ii) changes in Design-Builder's costs under Section 5.6.A.(2).

B. Owner Selections. The Owner shall make selections of materials and equipment with reasonable promptness for allowances requiring Owner selection.

5.7 Key Personnel, Contractors, and Suppliers.

A. Identification. Except for those persons or entities already identified or required in the Design-Build Amendment, the Design-Builder, as soon as practicable after execution of the Design-Build Amendment, shall furnish in writing to the Owner the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Owner may reply within fourteen (14) days to the Design-Builder in writing stating: (1) whether the Owner has reasonable objection to any such proposed person or entity; or (2) that the Owner requires additional time for review. Failure of the Owner to reply within the fourteen (14) day period shall constitute notice of no reasonable objection.

B. Owner Objections. The Design-Builder shall not employ personnel, or contract with Contractors or suppliers to whom the Owner has made reasonable and timely objection. If the Owner has reasonable objection to a person or entity proposed by the Design-Builder, the Design-Builder shall propose another to whom the Owner has no reasonable objection. If the rejected person or entity was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute person or entity's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Design-Builder has acted promptly and responsively in submitting names as required. Proposed Contractors shall not be suspended or debarred by the Owner, state, or federal government.

C. Changes. If the Design-Builder changes any of the personnel, Contractors or suppliers identified in the Design-Build Amendment, the Design-Builder shall notify the Owner and provide the name and qualifications of the new personnel, Contractor, or supplier. The Owner may reply within fourteen (14) days to the Design-Builder in writing, stating: (1) whether the Owner has reasonable objection to the proposed personnel, Contractor, or supplier; or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the fourteen (14) day period shall constitute notice of no reasonable objection.

D. Owner as Intended Third Party Beneficiary. The agreements between the Design-Builder and the persons or entities identified in this Agreement as providing architectural and engineering services, and any subsequent modifications thereto, must be in writing. These agreements, including financial arrangements with respect to this Project, must be promptly and fully disclosed to the Owner upon request and must have met all requirements for openness and a non-restrictive solicitation process. Though the contractual obligations of such professional

persons or entities are undertaken and performed in the interest of the Design-Builder, it is expressly acknowledged and agreed by the Design-Builder that Owner will be identified as an intended third party beneficiary of the agreements between the Design-Builder and the persons or entities identified in this Agreement as providing architectural and engineering services.

5.8 Documents and Submittals at the Site. The Design-Builder shall maintain for the Owner at the site one copy of the Design-Build Documents and a current set of the Construction Documents, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Submittals. The Design-Builder shall deliver these items to the Owner in accordance with Section 9.9.B as a record of the Work as constructed.

5.9 Use of Site. The Design-Builder shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Design-Build Documents, and shall not unreasonably encumber the site with materials or equipment.

5.10 Cutting and Patching. The Design-Builder shall not cut, patch, or otherwise alter fully or partially completed construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor. Such consent shall not be unreasonably withheld. The Design-Builder shall not unreasonably withhold from the Owner or a separate contractor the Design-Builder's consent to cutting or otherwise altering the Work.

5.11 Cleanliness.

A. Cleanliness. The Design-Builder shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Agreement. At least weekly the Design-Builder shall remove waste materials and rubbish, and neatly store tools, construction equipment, machinery, and surplus materials at the Project Site. In areas used by the public or exposed to public view, the Design-Builder will keep these areas in such a state of cleanliness so as not to reflect unfavorably upon the image of the Owner.

B. Reimbursement to Owner. If the Design-Builder fails to clean up as provided in the Design-Build Documents, the Owner may do so and Owner shall be entitled to offset its costs incurred against payments to the Design-Builder.

5.12 Access to Work. The Design-Builder shall provide the Owner and its separate contractors and consultants access to the Work in preparation and progress wherever located. The Design-Builder shall notify the Owner regarding Project safety criteria and programs, which the Owner, and its contractors and consultants, shall comply with while at the site. The right of possession of the premises and the improvements made thereon by the Design-Builder will remain at all times with the Owner. The Design-Builder's right to entry and use thereof arises solely from the permission granted by the Owner under the Design-Build Documents.

5.13 Mutual Responsibility.

A. Coordination of Site Uses. The Design-Builder shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Design-Builder's construction and operations with theirs as required by the Design-Build Documents.

B. Reporting of Discrepancies or Defects. If part of the Design-Builder's Work depends upon construction or operations by the Owner or a separate contractor, the Design-Builder shall, prior to proceeding with that portion of the Work, prepare a written report to the Owner, identifying apparent discrepancies or defects in the construction or operations by the Owner or separate contractor that would render it unsuitable for proper execution and results of the Design-Builder's Work. Failure of the Design-Builder to report shall constitute an acknowledgment that the Owner's or separate contractors' completed or partially completed construction is fit and proper to receive the Design-Builder's Work, except as to defects not then reasonably discoverable.

C. Costs. The Design-Builder shall reimburse the Owner for costs the Owner incurs that are payable to a separate contractor because of the Design-Builder's delays, improperly timed activities, or defective construction. The Owner shall be responsible to the Design-Builder for costs the Design-Builder incurs because of a separate contractor's delays, improperly timed activities, damage to the Work or defective construction.

D. Cutting and Patching by Owner. The Owner and each separate contractor shall have the same responsibilities for cutting and patching the Work as the Design- Builder has with respect to the construction of the Owner or separate contractors in Section 5.10.

5.14 Owner's Right to Clean Up. If a dispute arises among the Design-Builder, separate contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and will allocate the cost among those responsible.

ARTICLE VI

CHANGES IN THE WORK

6.1 General. Changes in the Work may be accomplished after execution of the Agreement, and without invalidating the Agreement and without notice to any surety, by amendment, Change Order, IFCA or order for a minor change in the Work (Field Directive), subject to the limitations stated in this Article VI and elsewhere in the Design-Build Documents. Changes in the Work shall be performed under applicable provisions of the Design-Build Documents, and the Design-Builder shall proceed promptly, unless otherwise provided in the amendment, Change Order, IFCA or

order for a minor change in the Work.

6.2 IFCAs. An IFCA will be issued for any change to the Scope of Work, which may include Contract Time, that will not exceed the Contract Sum. Once the IFCA is signed by the Design-Builder and the Owner, the Design-Builder shall promptly proceed with the Work involved. IFCAs will be signed by the Design-Builder, the Owner's Project Manager, and the City's Administrative Agent.

6.3 Change Orders. A Change Order will be issued for any change to the Scope of Work, which increases the Contract Sum, and may also increase the Contract Time. Change Orders must be approved by written agreement of the Design-Builder and the Owner. All Change Orders will include a description of the Work, if any, adjustments to the Contract Sum and/or Contract Time. The Owner, with the Design-Builder's input, will determine the extent of the adjustment to the Contract Sum and Contract Time. A Change Order is subject to the same Owner approval requirements as a contract amendment.

6.4 Minor Changes in the Work. The Owner or Design-Builder shall have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Design-Build Documents. The Design- Builder shall abide by and perform such minor changes. Such changes shall be made by a Field Directive or an IFCA. Documentation of changes shall be determined by the construction team and displayed monthly in the progress reports. Because such changes shall not affect the Contract Sum to be paid to the Design-Builder, they shall not require a Change Order pursuant to Section 6.7. Field Directives shall be signed by the Design-Builder, and the Owner's Project Manager or the City's Administrative Agent.

6.5 Emergencies. In any emergency affecting the safety of persons or property, the Design-Builder shall act at its discretion to prevent threatened damage, injury, or loss. Any increase in the Contract Sum or extension of time claimed by the Design-Builder because of emergency Work shall be determined as provided in Section 6.7. However, whenever practicable, the Design- Builder shall obtain verbal agreement of the Owner's authorized representative where the act will or may affect the Contract Sum or Contract Time. Design-Builder shall promptly notify Owner of any action taken to prevent threatened damage, injury, or loss.

6.6 Concealed Conditions. If the Design-Builder encounters conditions at the site that are: (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Design-Build Documents; or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Design-Build Documents, the Design- Builder shall promptly provide notice to the Owner before conditions are disturbed and in no event later than three (3) days after first observance of the conditions. The Owner will promptly investigate such conditions and, if the Owner determines that they differ materially and cause an increase or decrease in the Design-Builder's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. If the Owner determines that the conditions at the site are not materially different from those

indicated in the Design-Build Documents and that no change in the terms of the Agreement is justified, the Owner shall promptly notify the Design-Builder in writing, stating the reasons. If Design-Builder disputes the Owner's determination or recommendation, it may proceed as provided in Article XVII.

6.7 Change Order Requests. Prior to any Contract Modification, IFCA, amendment, or Change Order, any City-issued or City-requested change to the scope resulting in an increase in monetary amounts in the Agreement, including any changes that may result in an IFCA, Change Order, or amendment, shall only be requested by formal written request on the City-authorized Change Order Request Form. Verbal communications, communications by persons other than the City's Administrative Agent, and written communications on documents other than the Change Order Request Form shall not constitute a Change Order Request.

6.8 Change Orders; Adjustments to Contract Sum. The increase or decrease in the Contract Sum resulting from a change authorized pursuant to the Design-Build Documents shall be determined:

A. By mutual acceptance of a lump sum amount properly itemized and supported by sufficient substantiating data, to permit evaluation by the Owner; or

B. By unit prices stated in the Agreement or subsequently agreed upon; or

C. By any other method mutually agreeable to Owner and Design-Builder.

If Owner and Design-Builder are unable to determine the cost of the work and the Design-Builder certifies that the work needs to be commenced prior to any such agreement, the Design-Builder, provided it receives a written Change Order signed by or on behalf of the Owner, shall promptly proceed with the Work involved. The cost of such Work shall then be determined on the basis of the reasonable expenditures of those performing the Work attributed to the change. However, in the event a Change Order is issued under these conditions, the Owner will establish an estimated Cost of the Work and the Design-Builder shall not perform any Work whose cost exceeds that estimated cost without prior written approval by the Owner. In such case, the Design-Builder shall keep and present in such form as the Owner may prescribe an itemized accounting, together with appropriate supporting data of the increase in overall costs of the Project. The amount of any decrease in the Contract Sum for any deletion or change which results in a net decrease in costs will be the amount of the actual net decrease.

6.9 Unit Prices. If unit prices are stated in the Design-Build Documents or subsequently agreed upon, and if the quantities originally contemplated are so changed in a proposed Change Order that application of the agreed unit prices to the quantities of Work proposed will cause substantial inequity to the Owner or Design-Builder, the applicable unit prices and Contract Sum shall be equitably adjusted.

6.10 Owner-Initiated Changes. Without invalidating the Agreement and without notice to any Surety, Owner may, at any time, order additions, deletions or revisions in the Work. These will be authorized by a written amendment, a Field Directive, a Change Order, or an IFCA, as the case

may be. Upon receipt of any such document, Design-Builder shall promptly proceed with the Work involved which will be performed under the applicable conditions of the Design-Build Documents (except as otherwise specifically provided).

6.11 Unauthorized Work. Design-Builder shall not be entitled to an increase in the Contract Sum or an extension of the Contract Time with respect to any Work performed that is not required by the Design-Build Documents.

6.12 Defective Work. Owner and Design-Builder shall execute appropriate Contract Modifications covering changes in the Work which are ordered by Owner because of Defective Work, or which may be required because of acceptance of Defective Work.

6.13 Estimates for Changes. At any time Owner may request a quotation from Design-Builder for a proposed change in the Work. Within ten (10) calendar days after receipt, Design-Builder shall submit a written and detailed proposal for an increase or decrease in the Contract Sum or Contract Time for the proposed change. Owner shall have ten (10) calendar days after receipt of the detailed proposal to respond in writing. The proposal shall include an itemized estimate of all costs and time for performance that will result directly or indirectly from the proposed change. Unless otherwise directed, itemized estimates shall be in sufficient detail to reasonably permit an analysis by Owner of all material, labor, equipment, subcontracts, overhead costs and fees, and shall cover all Work involved in the change, whether such Work was deleted, added, changed or impacted. Notwithstanding the request for quotation, Design-Builder shall carry on the Work and maintain the progress schedule.

6.14 Form of Proposed Changes. The form of all submittals, notices, Change Orders and other documents permitted or required to be used or transmitted under the Design-Build Documents shall be determined by the Owner. Standard Owner forms shall be utilized.

6.15 Changes to Contract Time. The Contract Time may only be changed pursuant to an IFCA, Change Order, or a written amendment to the Design-Build Documents. Any claim for an extension or shortening of the Contract Time shall be based on written notice delivered by the party making the claim to the other party. Notice of the extent of the claim with supporting data shall be delivered within seven (7) days from detection or beginning of such occurrence and shall be accompanied by the claimant's written statement that the adjustment claimed is the entire adjustment to which the claimant has reason to believe it is entitled because of the occurrence of said event. The Contract Time will be extended in an amount equal to time lost due to delays in working on the controlling item of work beyond the control of Design-Builder. Such delays shall include, but are not limited to, acts or neglect by Owner or others performing additional Work; or to fires, floods, epidemics, abnormal weather conditions or acts of God. Failure to deliver a written notice of claim within the requisite seven (7) day period shall constitute a waiver of the right to pursue said claim.

ARTICLE VII
OWNER'S RIGHTS AND RESPONSIBILITIES

7.1 General.

A. Authority of Owner's Representative. The Owner shall designate in writing a representative (the Owner's "Authorized Representative") who shall have express authority to bind the Owner with respect to all Project matters requiring the Owner's approval or authorization, except as otherwise provided herein.

B. Owner Decisions. The Owner shall render decisions in a timely manner and in accordance with Design-Builder's schedule agreed to by the Owner.

7.2 Information and Services Required of the Owner.

A. Promptness. The Owner shall furnish information or services required of the Owner by the Design-Build Documents with reasonable promptness.

B. Inspections and Reports. The Owner shall provide the results and reports of prior tests, inspections or investigations conducted for the Project involving structural or mechanical systems, chemical, air and water pollution, hazardous materials, or environmental and subsurface conditions, and information regarding the presence of pollutants at the Project Site, to the extent under the Owner's control and only if not required by the Design-Build Documents to be provided by the Design-Builder. Upon receipt of a written request from the Design-Builder, the Owner shall also provide surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site under the Owner's control, if the Owner has such information.

C. Land Uses. The Owner shall promptly obtain easements, zoning variances, and legal authorizations or entitlements regarding site utilization where essential to the execution of the Project.

D. Cooperation; Permitting. The Owner shall cooperate with the Design-Builder in securing building and other permits, licenses, and inspections.

E. Reliance Upon Reports. The services, information, surveys and reports required to be provided by the Owner under this Agreement shall be furnished at the Owner's expense, and except as otherwise specifically provided in this Agreement or elsewhere in the Design-Build Documents or to the extent the Owner advises the Design-Builder to the contrary in writing, the Design-Builder shall be entitled to rely upon the accuracy and completeness thereof. In no event shall the Design-Builder be relieved of its responsibility to exercise proper precautions relating to the safe performance of the Work.

F. Notice of Defects. If the Owner observes or otherwise becomes aware of a fault or defect in the Work or non-conformity with the Design-Build Documents, the Owner shall give prompt written notice thereof to the Design-Builder.

G. Communications. Except as otherwise provided in the Design-Build Documents or when direct communications have been specially authorized, the Owner shall communicate through the Design-Builder with persons or entities employed or retained by the Design-Builder.

H. Subsurface Conditions. Unless required by the Design-Build Documents to be provided by the Design-Builder, the Owner shall, upon request from the Design-Builder, furnish the services of geotechnical engineers or other consultants for investigation of subsurface, air and water conditions when such services are reasonably necessary to properly carry out the design services furnished by the Design-Builder. In such event, the Design-Builder shall specify the services required. Such services may include, but are not limited to, test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground erosion and resistivity tests, and necessary operations for anticipating subsoil conditions. The services of geotechnical engineer(s) or other consultants shall include preparation and submission of all appropriate reports and professional recommendations.

7.3 Submittals.

A. Review of Submittals. The Owner shall review and approve or take other appropriate action on Submittals. Review of Submittals is not conducted for determining the accuracy and completeness of other details, such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, or for determining that the Submittals are in conformance with the Design-Build Documents, all of which remain the responsibility of the Design-Builder as required by the Design-Build Documents. The Owner's action will be taken in accordance with the Submittal schedule approved by the Owner. In the absence of an approved submittal schedule, the Owner shall accomplish the review of submittals and return same to Design-Builder within fourteen (14) days. The Owner's review of Submittals shall not relieve the Design-Builder of the obligations under Sections 3.1.M, 3.1.N, and 5.2.C. The Owner's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Owner, of any construction means, methods, techniques, sequences or procedures. The Owner's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

B. Notice of Non-Conformance. Upon review of the Submittals required by the Design-Build Documents, the Owner shall notify the Design-Builder of any non-conformance with the Design-Build Documents the Owner discovers.

7.4 Site Visits; Limitations. Visits to the site by the Owner shall not be construed to create an obligation on the part of the Owner to make onsite inspections to check the quality or quantity of the Work. The Owner shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, because these are solely the Design-Builder's rights and responsibilities under the Design-Build Documents.

7.5 Design-Builder Performance; Limitations. The Owner shall not be responsible for the Design-Builder's failure to perform the Work in accordance with the requirements of the Design- Build Documents. The Owner shall not have control over or charge of, and will not be responsible for, acts or omissions of the Design-Builder, Architect/Engineer, Consultants, Contractors, or their agents or employees, or any other persons or entities performing portions of the Work for the Design-Builder.

7.6 Rejection of Work. The Owner has the authority to reject Work that does not conform tothe Design-Build Documents. The Owner shall have authority to require inspection or testing of the Work, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Owner nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Owner to the Design-Builder, the Architect/Engineer, Consultants, Contractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

7.7 Completion Dates. The Owner shall determine the date or dates of Substantial Completion in accordance with Section 9.7 and the date of final completion in accordance with Section 9.9.

7.8 Owner's Right to Stop Work. If the Design-Builder fails to correct Work which is not in accordance with the requirements of the Design-Build Documents as required by Section 11.2 or persistently fails to carry out Work in accordance with the Design-Build Documents, the Owner may issue a written order to the Design-Builder to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Design- Builder or any other person or entity.

7.9 Owner's Right to Carry Out the Work. If the Design-Builder defaults or neglects to carry out the Work in accordance with the Design-Build Documents and fails within a ten (10) day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from payments then or thereafter due the Design-Builder the reasonable cost of correcting such deficiencies. If payments then or thereafter due the Design-Builder are not sufficient to cover such amounts, the Design-Builder shall pay the difference to the Owner.

7.10 Governmental Body. The Design-Builder recognizes that the Owner is a governmental body with certain procedural requirements to be satisfied. The Design-Builder has and will make reasonable allowance in its performance of services for such additional time as may be required

for approvals and decisions by the Owner and any other necessary government agency.

7.11 Pre-Completion Acceptance. The Owner shall have the right to take possession of and use any completed portions of the Work, although the time for completing the entire Work or such portions may not have expired, but such taking possession and use shall not be deemed an acceptance of any Work not completed in accordance with the Design-Build Documents.

7.12 Ownership and Use of Drawings, Specifications and Other Instruments of Service.

A. It is understood and agreed that the Instruments of Service, including reports and other documents and data developed by the Design-Builder or its subcontractors in connection with its services shall be delivered to, and shall become the property of the Owner as they are received by the Owner. The Design-Builder hereby assigns all its copyright and other proprietary interests in the products of this Agreement to the Owner. Specific written authority is required from the City's Administrative Agent for the Design-Builder to use any of the work products of this Agreement on any non Owner project.

B. Notwithstanding the above, any reuse of the Instruments of Service or work products by the Owner on other projects will be at the risk of the Owner.

C. The Owner records all land-related changes and activities in its corporate ESRI ArcGIS-based Geographic Information System (GIS). All GIS or Computer Aided Drafting (CAD) formatted data created or modified in support of the Project shall be provided to the Owner as a Project deliverable for inclusion into the Owner's GIS, at no additional cost. GIS data submitted in support of the Project must adhere to Owner GIS Standards and shall conform to the following requirements.

   i. GIS data shall be delivered in ESRI File Geodatabase (.gdb) format. Shapefiles (.shp) may be substituted where a File Geodatabase is not feasible.

   ii. All spatial data shall be projected in Florida State Plane, West Zone (NAD 83).

D. Computer systems and software used in providing documents and deliverables under this Agreement shall be compatible with Owner systems. Additional details regarding Owner technology and systems may be obtained by contacting the City of Bradenton Information Technology Department.

ARTICLE VIII
TIME

8.1 Progress and Completion.

A. Time Limits. Time limits are of the essence in this Agreement. By executing the Design-Build Amendment, the Design-Builder confirms that the Contract Time is a reasonable period for performing the Work.

B. Insurance. The Design-Builder shall not commence the Work prior to the effective date of insurance required by this Agreement. The Contract Time shall not be adjusted because of the Design-Builder's failure to obtain insurance required under this Agreement.

C. Substantial Completion. The Design-Builder shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

8.2 Delays and Extensions of Time.

A. Owner Delays. If the Design-Builder is delayed in the commencement or progress of the Work by an act or omission of the Owner or of a consultant or separate contractor employed by the Owner, or by changes ordered in the Work by the Owner, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Design-Builder's control, or by delay authorized by the Owner pending resolution pursuant to Article XVII hereof, or by other causes that the Owner determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Owner may determine.

B. Claims for Delay. Claims relating to time shall be made in accordance with applicable provisions of Article XVII.

C. Liquidated Damages for Delay. The parties to this Agreement agree that time is of the essence in the work provided for herein and that a precise determination of actual damages which would be incurred by the Owner for delay in the completion of the work provided for herein, aside from the additional cost of inspection and supervision, would be difficult to ascertain. Accordingly, the parties to this Agreement agree that the liquidated damages for those items of damage not otherwise provided for by this Agreement, for each and every day that the time consumed in completing the work provided for in these Design-Build Documents exceeds the time(s) allowed therefore, shall be the amount(s) stated below per day, including Saturdays, Sundays, and legal holidays. The parties specifically agree that the liquidated damages provided for herein do not constitute a penalty. Furthermore, since the additional cost of inspection and supervision arising from a delay is not difficult to ascertain, it is agreed that the Design-Builder shall pay, in addition to the liquidated damages provided for herein, all expenses for inspection and supervision occasioned by the failure of the Design-Builder to complete the work within the time(s) fixed for completion herein. The amount(s) of liquidated damages together with the additional costs for inspection and supervision occasioned by the Design-Builder's delay will be deducted and retained out of the monies payable to the Design-Builder. If not so deducted, the Design-Builder and sureties for the Design-Builder shall be liable therefore. The amount of liquidated

damages to be assessed for each calendar day that Substantial Completion is delayed beyond the required date of Substantial Completion shall be **Three Thousand Nine Hundred Sixty-Three Dollars and Zero Cents ($3,963.00).** The amount of liquidated damages to be assessed for each calendar day that Final Acceptance is delayed beyond the required date of Final Acceptance shall be 25% OF LIQUIDATED DAMAGES per day.

D. Extraordinary Measures Provisions

1. In the event the Owner or Architect/Engineer determines that the performance of the Work, as of a milestone date has not progressed or reached the level of completion required by the Design-Build Documents, the Owner shall have the right to order the Design-Builder, in writing, to take corrective measures necessary to expedite the progress of construction, including, without limitation, (1) working additional shifts or overtime, (2) supplying additional manpower, equipment, and facilities, (3) re-sequencing the Work to avoid the effects of the potential delay; and (4) other similar measures utilizing the most cost effective and reasonable acceleration methods possible to avoid delays and liquidated damages (hereinafter referred to collectively a "Extraordinary Measures"). Such Extraordinary Measures shall continue until the progress of the Work complies with the stage of completion required by the Design-Build Documents and approved construction schedule.

2. The Owner's right to require Extraordinary Measures is solely for the purpose of ensuring the Design-Builder's compliance with the construction schedule. The Design-Builder shall be responsible for liquidated damages for delay for failure to meet the construction schedule and the complete the Work within the Contract Time. All Extraordinary Measures required to keep the Project on schedule and avoid delays shall be a Cost of the Work but shall not be a basis to increase the Contract Sum. Should Design-Builder fail to perform the Extraordinary Measures as provided herein the Owner shall give the Design-Builder a three (3) business day notice of default. If the Design-Builder does not commence and continue to correct the default as provided in this Section, then the Owner may supplement Design-Builder's crews, supply additional manpower, equipment and facilities, and/or other similar measures to avoid delays. Design-Builder shall be liable to Owner for all costs incurred by Owner pursuant to this Section. If Design-Builder does not perform its obligations pursuant to this Section, an appropriate Contract Modification shall be issued deducting from payments then or thereafter due the Design-Builder are not sufficient to cover such amounts, the Design-Builder shall pay the difference to the Owner.
3. All time limits and obligations are of the essence in the Design-Builder Documents.

4. The Owner may exercise the rights furnished the Owner under or pursuant to

this Section as frequently as the Owner deems necessary to ensure that the Design-Builder's performance of the Work will comply with any milestone date and/or the Substantial Completion Date set forth in the Design-Build Documents. Alternatively, Owner may exercise termination rights as provided for the Design-Build Documents.

ARTICLE IX
PAYMENT APPLICATIONS AND PROJECT COMPLETION

9.1 Contract Sum. The Contract Sum shall be stated in the Design-Build Amendment.

9.2 Schedule of Values. The Design-Builder, prior to the first Application for Payment after execution of the Design-Build Amendment, shall submit to the Owner a schedule of values allocating the entire Contract Sum to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

9.3 Applications for Payment.

A. Submittal; Requirements. On or about the day of the month established for each progress payment, but not more often than once a month, the Design-Builder shall submit to the Owner an itemized Application for Payment for completed portions of the Work. The application shall be supported by data substantiating the Design-Builder's right to payment as the Owner may require, such as copies of requisitions from the Architect/Engineer, Consultants, Contractors, and material suppliers, and shall reflect retainage if provided for in the Design-Build Documents.

B. Additional Submittal Requirements.

(1) Monthly Status Reports: With each Application for Payment, the Design-Builder shall submit an updated monthly status report for review and approval by the Owner. The report shall contain specific construction progress over the past month; expected work to be accomplished over the coming month; and specify any potential problems that may interfere with the proposed work schedule. The Owner may withhold payment if the Design-Builder fails to submit an updated and approved monthly status report.

(2) Applications for Payment shall be prepared by the Design-Builder and submitted to the City's Administrative Agent.

(3) As-Builts: The Design-Builder shall maintain a set of as-built drawings at the Project Site. At the time Application for Payment is made, the Owner shall review the as-built drawings to ensure they are current, accurate, and reflect all changes in the Work as of the date of the application. The Owner

may withhold payment if the as-built drawings have not been maintained by the Design-Builder in accordance with the Design-Build Documents.

(4) Construction/Progress Schedule: With each Application for Payment, the Design-Builder shall submit an updated Project Schedule using compatible scheduling software for review and approval by the Owner. The Owner may withhold payment if the Design-Builder fails to submit an updated and approved Project Schedule. Should the schedule show that the Design-Builder is lagging behind the initial (baseline) schedule approved at the start of construction; the Owner may withhold additional sums as indicated in Section 9.5 below.

C. Retainage. From the total of the amounts ascertained as payable, five percent (5%) will be deducted and retained by the Owner until completion of the entire Design-Build Agreement in an acceptable manner, unless otherwise released by the Owner in accordance with the Design-Build Documents, until Substantial Completion is reached. Within twenty (20) days of Substantial Completion having been reached, the Owner shall pay the remaining retainage to the Design-Builder less an amount equal to one hundred fifty percent (150%) of the estimated cost to complete the items on the Punch List, and also, less any amounts subject to a good faith dispute made in writing under this Agreement, or as otherwise provided by law. The balance, less all previous payments, shall be certified by the Design-Builder and recommended by the Owner for payment.

D. Payments for Stored Materials and Equipment. If requested by the Design-Builder and approved by the Owner, progress payments may be made to the extent of the delivered cost of materials to be incorporated in the Work, provided the materials are identified in the schedule of values, sufficiently covered from loss by appropriate property insurance, and meet the requirements of the Design-Build Documents when delivered to the Project Site or stored in an acceptable storage location off-site. The Design-Builder shall submit a "Stored Materials Affidavit" on the form prescribed, for materials for which payment is sought. In any event, progress payments for materials on hand shall not exceed the price of the item bid and shall not be made without an invoice marked "PAID" and acceptable to the Owner, unless otherwise agreed to by the Owner.

E. Warranties. The Design-Builder warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Design-Builder further warrants that, upon submittal of an Application for Payment, all Work for which an Application for Payment has been previously approved and payments received from the Owner shall, to the best of the Design- Builder's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Design-Builder, Architect/Engineer, Consultants, Contractors, material suppliers, or other persons or entities entitled to make a claim by reason of having provided labor, materials and equipment relating to the Work.

9.4 Application for Payment Approval. The Owner shall, within seven (7) days after receipt of the Design-Builder's Application for Payment, including the documents required by section 9.3.B, approve the Application for Payment indicating the amount the Owner determines is properly due, and notify the Design-Builder in writing of the Owner's reasons for withholding approval in whole or in part as provided in Section 9.5.A.

9.5 Decisions to Withhold Approval.

A. Grounds. The Owner may withhold approval of an Application for Payment in whole or in part to the extent reasonably necessary to protect the Owner due to the Owner's determination that the Work has not progressed to the point indicated in the Design-Builder's Application for Payment, or the quality of the Work is not in accordance with the Design-Build Documents. If the Owner is unable to approve payment in the amount of the Application, the Owner will notify the Design-Builder as provided in Section 9.4. If the Design-Builder and Owner cannot agree on a revised amount, the Owner will promptly issue approval for the amount that the Owner deems to be due and owing. The Owner may also withhold approval or, because of subsequently discovered evidence, may nullify the whole or a part of an Application for Payment approval previously issued to such extent as may be necessary to protect the Owner from loss for which the Design-Builder is responsible because of:

(1) Defective Work, including design and construction, not remedied;
(2) third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Design-Builder;
(3) failure of the Design-Builder to make payments properly to the Architect/Engineer, Consultants, Contractors, or others, for services, labor, materials or equipment;
(4) reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
(5) damage to the Owner or a separate contractor;
(6) reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
(7) repeated failure to carry out the Work in accordance with the Design-Build Documents; and/or
(8) Other non-compliance with the Agreement, Owner Policies or Procedures.

B. Cure. When the above reasons for withholding approval are removed, approval will be made for amounts previously withheld.

9.6 Progress Payments.

A. Payment. After the Owner has issued approval for an Application for Payment,the Owner shall make payment in the manner and within the time provided by the Local Government Prompt Payment Act set forth in §218.70, et seq., Florida Statute.

B. Payments by Design-Builder. The Design-Builder shall pay each Architect/Engineer, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder in accordance with §218.735, Florida Statutes, but in no event more than seven (7) days after receipt of payment from the Owner the amount to which the Architect/ Engineer, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder is entitled, reflecting percentages actually retained from payments to the Design-Builder on account of the portion of the Work performed by the Architect/Engineer, Consultant, Contractor, and other person or entity. The Design-Builder shall, by appropriate agreement with each Architect/Engineer, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder, require each Architect/Engineer, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder to make payments to subcontractors in a similar manner.

C. Requests for Information. The Owner will, on request and if practicable, furnish to the Architect/Engineer, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder, information regarding percentages of completion or amounts applied for by the Design-Builder and action taken by the Owner on account of portions of the Work done by such Architect/Engineer, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder.

D. Evidence of Payment by Design-Builder. The Owner has the right to request written evidence from the Design-Builder that the Design-Builder has properly paid the Architect/Engineer, Consultants, Contractors, and other persons or entities providing services or work for the Design-Builder. If the Design-Builder fails to furnish such evidence within seven (7) days, the Owner shall have the right to contact the Architect/Engineer, Consultants, and Contractors to ascertain whether they have been properly paid. The Owner shall have no obligation to pay or to see to the payment of money to a Consultant or Contractor, except as may otherwise be required by law.

E. Payments to Suppliers. Design-Builder payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.B, 9.6.C and 9.6.D.

F. Acceptance of Work. Approval of an Application for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Design-Build Documents.

9.7 Substantial Completion.

A. Substantial Completion Defined. Substantial Completion shall be as defined in Section 1.4. The date of Substantial Completion is the date certified by the Owner in accordance with this Section 9.7.

B. List of Corrections. When the Design-Builder considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Design-Builder shall prepare and submit to the Owner a comprehensive list of items to be completed or corrected prior to final payment (the "Punch List"). Failure to include an item on such list does not alter the responsibility of the Design-Builder to complete all Work in accordance with the Design-Build Documents.

C. Additional Requirements. In addition to the receipt of the Punch List pursuant to Section 9.7 (B), the Work will be considered substantially complete when each of the following portions of the Work are completed to the satisfaction of the Owner:

(1) All components of the Work have been installed, tested, approved, and certified to be placed into operation.
(2) As-builts to date have been provided in accordance with the Design-Build Documents.
(3) All training and instructions have been provided to the designated Owner representative(s) in accordance with the Design-Build Documents.
(4) If applicable, Operation and Maintenance (O&M) Manuals submitted and accepted.
(5) 90% of all private property has been restored.
(6) 90% of all restoration in the right-of-way and Owner's property has been completed.

D. Inspections; Corrections. Upon receipt of the Design-Builder's request for inspection of portions of the Work that have been substantially completed, the Owner shall make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Owner's inspection discloses any item, whether or not included on the Design-Builder's Punch List, which is not sufficiently complete in accordance with the Design-Build Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Design-Builder shall, before issuance of the Certificate of Substantial Completion, complete or correct such item(s) upon notification by the Owner. In such case, the Design-Builder shall then submit a request for another inspection by the Owner to determine Substantial Completion.

E. Certificate of Substantial Completion. When the Work or designated portion thereof is substantially complete, the Design-Builder shall notify the Owner. If the Owner is in agreement, then Owner will prepare and issue a Certificate of

Substantial Completion that shall establish the date of Substantial Completion, establish responsibilities of the Owner and Design-Builder for security, maintenance, heat, utilities, damage to the Work and insurance. Warranties required by the Design-Build Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. In the event liquidated damages are applicable, the City shall make written claim for the then-known liquidated damages at the time of issuing the Certificate of Substantial Completion, and withhold an equivalent amount.

F. Punch List. The final Punch List shall be developed and agreed upon by the Owner and Design-Builder within thirty (30) calendar days of Substantial Completion being reached. The Owner and Design Builder will also agree on an estimate of the cost to complete each remaining item of work on the Punch List. Upon delivery, the Design-Builder shall have thirty (30) days to complete the Work unless otherwise provided in the Design Build Documents or a longer time period is required by law, which in that event will control. Such final Punch List shall be provided by Owner to Design-Builder within five (5) days after the Punch List is finalized.

9.8 Partial Occupancy or Use.

A. Right of Owner. Owner, at its option, may use a portion of the Work which has been determined to be Substantially Complete, provided that Owner's use or occupancy will not interfere with Design-Builder's completion of the remaining Work.

B. Inspection. Immediately prior to such partial occupancy or use, the Owner and Design-Builder shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

C. Occupancy Shall Not Constitute Acceptance. Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Design-Build Documents.

9.9 Final Completion and Final Payment.

A. Timely Inspection. Upon receipt of the Design-Builder's written notice that the Work is ready for final inspection and acceptance, the Owner will promptly make such inspection. When the Owner finds the Work acceptable under the Design-Build Documents and the Agreement fully performed, the Owner will, subject to Section 9.9.B, promptly issue approval for final payment.

B. Conditions of Final Payment. Neither final payment nor any remaining retained percentage shall become due until the Design-Builder submits to the Owner:

(1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work, for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied;

(2) a certificate evidencing that insurance required by the Design-Build Documents to remain in force after final payment is currently in effect;

(3) a written statement that the Design-Builder knows of no substantial reason that the insurance will not be renewable to cover the period required by the Design-Build Documents;

(4) consent of surety, if any, to final payment;

(5) final as-built and an as-constructed record copy of the Design-Build Documents, marked to indicate field changes and selections made during construction;

(6) all warranty documentation, manufacturer's warranties, product data, maintenance, and operations manuals (including parts and technical manuals), and all schematics and handbooks;

(7) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, or releases and waivers of liens, final affidavit, security interests, or encumbrances, arising out of the Agreement, to the extent and in such form as may be designated by the Owner; and

(8) All close-out items have been completed and submitted to the Owner, including:

a. Final Clean-up.
b. Complete Demobilization.
c. 100% of all private property has been restored.
d. 100% of all restoration in the right-of-way and Owner's property is completed.
e. Private owner(s) written acceptance of restoration.
f. All other close-out items required by the Design-Build Documents.

C. Delay; Partial Payment. If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Design-Builder, or by issuance of Contract Modification affecting final completion, the Owner shall, upon application by the Design-Builder, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Design-Build Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Design- Builder to the Owner prior to issuance of payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

D. Waiver of Owner Claims. The making of final payment shall constitute a waiver of

Claims by the Owner, except those arising from:

(1) claims arising out of the Agreement and unsettled;
(2) failure of the Work to comply with the requirements of the Design-Build Documents;
(3) terms of special warranties required by the Design-Build Documents; and/or.
(4) latent defects.

E. Waiver of Design-Builder Claims. Acceptance of final payment by the Design-Builder shall constitute a waiver of Claims by the Design-Builder except those previously made in writing and identified by the Design-Builder as unsettled at the time of final Application for Payment.

ARTICLE X
PROTECTION OF PERSONS AND PROPERTY

10.1 Safety Precautions and Programs. The Design-Builder shall be responsible for initiating, maintaining, and supervising all safety precautions and programs, including posting danger signs and other warnings against hazard, in connection with the performance of the Agreement.

10.2 Safety of Persons and Property.

A. Prevention. The Design-Builder shall be responsible for precautions for the safety of, and reasonable protection to prevent damage, injury, or loss to:

(1) employees on the Work and other persons who may be affected thereby;
(2) the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Design- Builder or the Architect/Engineer, Consultants, or Contractors, or other person or entity providing services or work for the Design-Builder; and
(3) other property at the Project Site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, or structures and utilities not designed for removal, relocation, or replacement during construction.

B. Compliance with Laws and Regulations. The Design-Builder shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property, or their protection from damage, injury, or loss.

C. Safeguards. The Design-Builder shall implement, erect, and maintain, as required by existing conditions and performance of the Agreement, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent sites and utilities of the safeguards and protections.

D. Hazardous Materials. When use of storage of explosives or other hazardous materials or equipment, or unusual methods, are necessary for execution of the Work, the Design-Builder shall exercise utmost care, and carry on such activities under supervision of properly qualified personnel.

E. Remedy of Damages and Losses. The Design-Builder shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Design-Build Documents) to property referred to in Sections 10.2.A(2) and 10.2.A(3), caused in whole or in part by the Design-Builder, the Architect/Engineer, a Consultant, a Contractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Design-Builder is responsible under Sections 10.2.A(2) and 10.2.A(3), except for damage or loss attributable to acts or omissions of the Owner. The foregoing obligations of the Design-Builder are in addition to the Design-Builder's obligations under Section 3.1.P.

F. Safety Officer. The Design-Builder shall designate a responsible member of the Design-Builder's organization, at the site, whose duty shall be the prevention of accidents. This person shall be the Design-Builder's superintendent unless otherwise designated by the Design-Builder in writing to the Owner.

G. Loading of Construction Site. The Design-Builder shall not permit any part of the construction or Project Site to be loaded so as to cause damage or create an unsafe condition.

H. Injury or Damage to Person or Property. If the Owner or Design-Builder suffers injury or damage to person or property because of an act or omission of the other, or of others for whose acts such party is legally responsible, written notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding twenty-one (21) days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

I. Stored Materials. The Owner assumes no responsibility for materials stored in buildings or on the Project Site. The Design-Builder will assume full responsibility for damage due to storing of materials. Repairing of areas used for placing of sheds, offices and storage of materials will be performed by the Design-Builder.

J. No Encumbrance. The Design-Builder will confine the Design Builder's apparatus, the storage of materials and the operations of the Contractor's personnel to limits indicated by law, ordinances, the Design-Build Documents and permits and will not unreasonably encumber the premises with the Design-Builder's materials. The Owner will not be liable to the Design-Builder, the subcontractors, their employees, or anyone else with respect to the conditions of the premises.

10.3 Hazardous Materials.

A. Design-Builder Responsibility. The Design-Builder is responsible for compliance with any requirements included in the Design-Build Documents regarding hazardous materials. If the Design-Builder encounters a hazardous material or substance not addressed in the Design-Build Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Design-Builder, the Design-Builder shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner in writing.

B. Owner Responsibility. Upon receipt of the Design-Builder's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Design-Builder and, in the event such material or substance is found to be present, to cause it to be rendered harmless. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Design-Builder. By Contract Modification, the Contract Time shall be extended appropriately and the allocated Contract Sum shall be increased in the amount of the Design-Builder's reasonable additional costs of shut-down, delay and start-up.

10.4 Emergencies. In an emergency affecting safety of persons or property, the Design-Builder shall act, at the Design-Builder's discretion, to prevent threatened damage, injury, or loss.

ARTICLE XI
UNCOVERING AND CORRECTION OF WORK

11.1 Uncovering of Work. The Owner may request to examine a portion of the Work that the Design-Builder has covered to determine if the Work has been performed in accordance with the Design-Build Documents. If such Work is in accordance with the Design-Build Documents, the Owner and Design-Builder shall execute a Contract Modification to adjust the Contract Time and/or Contract Sum, as appropriate. If such Work is not in accordance with the Design-Build Documents, the costs of uncovering and correcting the Work shall be at the Design-Builder's expense and the Design-Builder shall not be entitled to a change in the Contract Time, unless the condition was caused by the Owner or a separate contractor, in which event the Owner shall be responsible for payment of such costs and the Contract Time will be adjusted as appropriate.

11.2 Correction of Work.

A. Duty to Correct Work. The Design-Builder shall promptly correct Work rejected by the Owner or failing to conform to the requirements of the Design-Build Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering

and replacement, and compensation for any design consultant employed by the Owner whose expenses and compensation were made necessary thereby, shall be at the Design-Builder's expense.

B. After Substantial Completion.

(1) In addition to the Design-Builder's obligations under Section 3.1.N, if, within three (3) years after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.7.E, or by terms of an applicable special warranty required by the Design-Build Documents, any of the Work is found not to be in accordance with the requirements of the Design-Build Documents, the Design-Builder shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Design-Builder a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the three (3) year period for correction of the Work, if the Owner fails to notify the Design-Builder and give the Design-Builder an opportunity to make the correction, the Owner waives the rights to require correction by the Design-Builder and to make a claim for breach of warranty. If the Design-Builder fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner, the Owner may correct it in accordance with Section 7.9.

(2) The three (3) year period for correction of Work shall not be extended by corrective Work performed by the Design-Builder pursuant to this Section 11.2.

C. Removal of Uncorrected Work. The Design-Builder shall remove from the Project Site portions of the Work that are not in accordance with the requirements of the Design- Build Documents and are neither corrected by the Design-Builder nor accepted by the Owner.

D. Cost of Damage to Construction. The Design-Builder shall bear the cost of correcting destroyed or damaged construction of the Owner or separate contractors, whether completed or partially completed, caused by the Design-Builder's correction or removal of Work that is not in accordance with the requirements of the Design-Build Documents.

11.2 No Limitation on Obligation to Correct Work. Nothing contained in this Section 11.2 shall be construed to establish a period of limitation with respect to other obligations the Design-Builder has under the Design-Build Documents. Establishment of the three (3) year period for correction of Work as described in Section 11.2.B relates only to the specific obligation of the Design-Builder to correct the Work, and has no relationship to the time within which the obligation

to comply with the Design-Build Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Design- Builder's liability with respect to the Design-Builder's obligation other than specifically to correct the Work.

11.3 Acceptance of Nonconforming Work. If the Owner prefers to accept Work that is not in accordance with the requirements of the Design-Build Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE XII
ACCOUNTING RECORDS; OWNERSHIP OF DOCUMENTS

12.1 Accounting Records. Records of expenses pertaining to all services performed shall be kept in accordance with generally accepted accounting principles and procedures.

12.2 Inspection and Audit. The Design-Builder's records shall be open to inspection and subject to examination, audit, and/or reproduction during normal working hours by the Owner's agents or authorized representatives to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by the Design-Builder or any of its payees during the performance of the Work. These records shall include, but are not limited to, accounting records, written policies and procedures, subcontractor files (including proposals of successful and unsuccessful bidders), original estimates, estimating worksheets, correspondence, Contract Modification files (including documentation covering negotiated settlements), and any other supporting evidence necessary to substantiate charges related to the Design-Build Documents. They shall also include, but are not limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with the Design-Build Documents. For the purpose of such audits, inspections, examinations and evaluations, the Owner's agents or authorized representatives shall have access to said records from the effective date of this Agreement, for the duration of Work, and until ten (10) years after the date of final payment by the Owner to the Design-Builder pursuant to the Design- Build Documents.

12.3 Access. The Owner's agents or authorized representatives shall have access to the Design-Builder's facilities and all necessary records to conduct audits in compliance with this Article. The Owner's agents or authorized representatives shall give the Design-Builder reasonable advance notice of intended inspections, examinations, and/or audits.

12.4 Ownership of Documents. Upon completion of the Work or termination of this Agreement, all records, documents, tracings, plans, specifications, maps, evaluations, reports, transcripts, and other technical data, other than working papers, prepared or developed by the Design-Builder under the Design-Build Documents, shall be delivered to and become the property of the Owner. The Design-Builder at its own expense may retain copies for its files and internal use.

ARTICLE XIII
PUBLIC CONTRACTING LAWS

13.1 Equal Opportunity Employment.

A. Employment. The Design-Builder 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. Such action will be taken with reference to, but shall not be limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of training or retraining, including apprenticeship and on-the-job training.

B. Participation. The Design-Builder assures that no person shall be discriminated against on the grounds of race, color, creed, national origin, handicap, age, or sex, in any activity under this Agreement.

13.2 No Conflict of Interest.

A. No Contingent Fee. The Design-Builder warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Design-Builder to solicit or secure the 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 Design-Builder, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Agreement.

B. No Interest in Business Activity. By accepting award of this Agreement, the Design-Builder, which shall include its directors, officers, and employees, represents that it presently has no interest in and shall acquire no interest in any business or activity which would conflict in any manner with the performance of services required hereunder, including without limitation as described in the Design-Builder's own professional ethical requirements. An interest in a business or activity which shall be deemed a conflict includes but is not limited to direct financial interest in any of the material and equipment manufacturers, suppliers, distributors, or contractors who will be eligible to supply material and equipment for the Project for which the Design-Builder is furnishing its services required hereunder.

C. No Appearance of Conflict. The Design-Builder shall not knowingly engage in any contractual or professional obligations that create an appearance of a conflict of interest with respect to the services provided pursuant to the Design-Build Documents. If, in the sole discretion of the City's Administrative Agent or designee, a conflict of interest is deemed to exist or arise during the term of this Agreement, the Owner may terminate this Agreement, effective upon the date so

stated in a written notice of termination, without penalty to the Owner.

13.3 Truth in Negotiations. By execution of the Agreement, the Design-Builder certifies to truth-in-negotiations and that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Further, the original Contract Sum and any additions thereto shall be adjusted to exclude any significant sums where the Owner determines the Contract Sum was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. Such adjustments must be made within one (1) year after final payment to the Design-Builder.

13.4 Public Entity Crimes. Pursuant to §287.133, F.S., 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 contractor, 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 §287.017, F.S., for CATEGORY TWO for a period of thrity-six (36) months following the date of being placed on the convicted vendor list.

13.5 Scrutinized Companies. §287.135, F.S., prohibits agencies from contracting with companies for goods or services that are on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel, and from contracting with companies for goods or services of one million dollars and zero cents ($1,000,000.00) or more that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations in Cuba or Syria. The lists are created pursuant to §215.473, F.S., and §215.4725, F.S. Design-Builder certifies that it is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria, and understands that pursuant to §287.135, F.S., the submission of a false certification may subject Design-Builder to civil penalties, attorney's fees, and/or costs. In accordance with §287.135, F.S., the Owner may terminate this Agreement if a false certification has been made, or the Design-Builder is subsequently placed on any of these lists, or engages in a boycott of Israel or is engaged in business operations in Cuba or Syria.

13.6 Discriminatory Vendor List. In accordance with Section §287.134, F.S., an entity or affiliate who has been placed on the Discriminatory Vendor List, kept by the Florida Department of Management Services, may not submit a bid on a contract to provide goods or services to a public entity; may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids 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.

ARTICLE XIV
FORCE MAJEURE, FIRE OR OTHER CASUALTY

14.1 Force Majeure.

A. Unavoidable Delays. Delays in any performance by any party contemplated or required hereunder due to fire, flood, sinkhole, earthquake or hurricane, acts of God, unavailability of materials, equipment or fuel, war, declaration of hostilities, revolt, civil strife, altercation or commotion, strike, labor dispute, or epidemic, archaeological excavation, lack of or failure of transportation facilities, or any law, order, proclamation, regulation, or ordinance of any government or any subdivision thereof, or for any other similar cause to those enumerated, beyond the reasonable control and which with due diligence could not have been reasonably anticipated, shall be deemed to be events of Force Majeure and any such delays shall be excused. In the event such party is delayed in the performance of any Work or obligation pursuant to the Design-Build Documents for any of the events of Force Majeure stated in this Section 14.1, the date for performance required or contemplated by the Design-Build Documents shall be extended by the number of calendar days such party is actually delayed.

B. Concurrent Design-Builder Delays. If a delay is caused for any reason provided in 14.1.A., and during the same time period a delay is caused by Design-Builder, the date for performance shall be extended as provided in 14.1.A. but only to the extent the time is or was concurrent.

C. Notice; Mitigation. The party seeking excuse for nonperformance based on Force Majeure shall give written notice to the other party, specifying the actual or anticipated duration of such Force Majeure event. Such notice from the Design Builder to the Owner shall be in accordance with Article XVII. The Owner must provide notice of nonperformance based on Force Majeure in writing within fifteen (15) days of when the Owner was or should have been aware of the fact that an occurrence was likely to cause delay. Within twenty (20) days of such written notice, the Owner will provide the Design-Builder an IFCA memorializing such delay. Each party seeking excuse from nonperformance based on Force Majeure shall use its best efforts to rectify any condition causing a delay and will cooperate with the other party, except that neither party shall be obligated to incur any unreasonable additional costs and expenses to overcome any loss of time that has resulted.

14.2 Casualty; Actions by Owner and Design-Builder. During the construction period, if the Project or any part thereof shall have been damaged or destroyed, in whole or in part, the Design-Builder shall promptly make proof of loss; and Owner and Design-Builder shall proceed promptly to collect, or cause to be collected, all valid claims which may have arisen against insurers or others based upon such damage or destruction. The Design-Builder shall diligently assess the damages or destruction and shall prepare an estimate of the cost, expenses, and other charges, including normal and ordinary compensation to the Design-Builder, necessary for reconstruction of the Project substantially in accordance with the Design-Build Documents. Within fifteen (15) days following

satisfaction of the express conditions described in subsections A, B, and C below, the Design-Builder covenants and agrees diligently to commence reconstruction and to complete the reconstruction or repair of any loss or damage by fire or other casualty to the Project to substantially the same size, floor area, cubic content, and general appearance as prior to such loss or damage:

A. Receipt by the Owner or the trustee of the proceeds derived from collection of all valid claims against insurers or others based upon such damage or destruction, and receipt of other sums from any source such that the funds necessary to pay the Project cost and any additions to the Project cost necessitated for repair or reconstruction are available;

B. Written agreement executed by the Design-Builder and the Owner, by amendment to the Design-Build Agreement or otherwise, authorizing and approving the repair or reconstruction and any additions to the Project cost necessitated thereby, including any required adjustment to the Contract Sum; and

C. Final approval by the Owner of the Design-Build Documents for such repair or reconstruction and issuance of any required building permits.

14.3 Notice of Loss or Damage. The Design-Builder shall promptly give the Owner written notice of any significant damage or destruction to the Project, defined as loss or damage which is contemplated by Design-Builder to increase the Contract Sum or extend the Substantial Completion Date, stating the date on which such damage or destruction occurred, the current expectations of Design-Builder as to the effect of such damage or destruction on the use of the Project, and the current proposed schedule, if any, for repair or reconstruction of the Project. Loss or damage which the Design-Builder determines will not affect the Contract Sum or Substantial Completion Date will be reported to Owner immediately, and associated corrective actions will be undertaken without delay.

ARTICLE XV

REPRESENTATIONS, WARRANTIES AND COVENANTS

15.1 Representations and Warranties of Design-Builder. The Design-Builder represents and warrants as follows:

A. The Design-Builder is a construction company, organized under the laws of the State of Indiana, authorized to transact business in the State of Florida, with Woodruff & Sons, Inc. as the primary qualifying agent. Design-Builder has all requisite power and authority to carry on its business as now conducted, to own or hold its properties, and to enter into and perform its obligations hereunder and under each instrument to which it is or will be a party, and is in good standing in the State of Florida.

B. Each contract document to which the Design-Builder is or will be a party

constitutes, or when entered into will constitute, a legal, valid, and binding obligation of the Design-Builder enforceable against the Design-Builder in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency, or similar laws from time to time in effect which affect creditors' rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

C. There are no pending or, to the knowledge of the Design-Builder, threatened actions or proceedings before any court or administrative agency, within or without the State of Florida, against the Design-Builder or any partner, officer, or agent of the Design-Builder which question the validity of any document contemplated hereunder, or which are likely in any case, or in the aggregate, to materially adversely affect the consummation of the transactions contemplated hereunder, or materially adversely affect the financial condition of the Design-Builder.

D. The Design-Builder has filed or caused to be filed all federal, state, local, or foreign tax returns, if any, which were required to be filed by the Design-Builder, and has paid, or caused to be paid, all taxes shown to be due and payable on such returns or on any assessments levied against the Design-Builder.

E. Neither Design-Builder nor any agent or person employed or retained by Design-Builder has acted fraudulently or in bad faith or in violation of any statute or law in the procurement of this Agreement.

F. The Design-Builder shall timely fulfill or cause to be fulfilled all of the terms and conditions expressed herein which are within the control of the Design-Builder or which are the responsibility of the Design-Builder to fulfill. The Design-Builder shall be solely responsible for the means and methods of construction.

G. It is recognized that neither the Design-Builder nor the Owner has control over the cost of labor, materials, or equipment, over a Contractor's methods of determining bid prices, or over competitive bidding, market, or negotiating conditions.

H. During the term of the Design-Build Agreement, and the period of time that the obligations of the Design-Builder under the Design-Build Documents shall be in effect, the Design-Builder shall cause to occur and to continue to be in effect those instruments, documents, certificates, and events contemplated by the Design-Build Documents that are applicable to, and the responsibility of, the Design-Builder.

I. The Design-Builder shall assist and cooperate with the Owner and shall accomplish the construction of the Project in accordance with the Design-Build Documents, and will not knowingly violate any laws, ordinances, rules, regulations, or orders that are or will be applicable thereto.

J. The Design-Builder warrants and guarantees to Owner that all Work will be in accordance with the Design-Build Documents, including work performed by subcontractors and manufacturers, and shall conform to all professional engineering and architecture principles generally accepted as industry standard in the State of Florida and will not be defective, and that Owner, representatives of Owner and governmental agencies with jurisdiction will have access to the Work at reasonable times for their observation, inspecting and testing. Design-Builder shall give Owner timely notice of readiness of the Work for all required approvals and shall assume full responsibility, including costs, in obtaining required tests, inspections, and approval certifications and/or acceptance, unless otherwise stated by Owner.

K. If any Work (including Work of others) that is to be inspected, tested, or approved is covered without written concurrence of Owner, it must, if requested by Owner, be uncovered for observation. Such uncovering shall be at Design-Builder's expense unless Design-Builder has given Owner timely notice of Design-Builder's intention to cover the same and Owner has not acted with reasonable promptness in response to such notice. Neither observations by Owner nor inspections, tests, or approvals by others shall relieve Design-Builder from Design-Builder's obligations to perform the Work in accordance with the Design-Build Documents.

L. If the Work is defective, or Design-Builder fails to supply sufficient skilled workers, or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Design-Build Documents, Owner may order Design-Builder to stop the Work, or any portion thereof and terminate payments to the Design-Builder until the cause for such order has been eliminated. Design-Builder shall bear all direct, indirect, and consequential costs for satisfactory reconstruction or removal and replacement with non-defective Work, including, but not limited to fees and charges of Owner's consultants, attorneys and other professionals and any additional expenses experienced by Owner due to delays to others performing additional Work and an appropriate deductive Change Order shall be issued. Design-Builder shall further bear the responsibility for maintaining the schedule and shall not be entitled to an extension of the Contract Time or the recovery of delay damages due to correcting or removing defective Work.

M. If within seven (7) days after written notice Design-Builder fails to correct defective Work, or fails to perform the Work in accordance with the Design-Build Documents, or fails to comply with any other provision of the Design-Build Documents, Owner may correct and remedy any such deficiency to the extent necessary to complete corrective and remedial action. Owner may exclude Design-Builder from all or part of the site, take possession of all or part of the Work, Design-Builder's tools, construction equipment and machinery at the site or for which Owner has paid Design-Builder but which are stored elsewhere. All direct

and indirect costs of Owner in exercising such rights and remedies will be charged against Design-Builder in an amount approved as to reasonableness by Owner and a Contract Modification will be issued incorporating the necessary revisions.

N. Design-Builder accepts the relationship of trust and confidence established between Design-Builder and Owner by the Agreement as amended, and covenants that it is acting in a fiduciary capacity to protect the Owner's interests. Design-Builder covenants to furnish its best skill and judgment and to cooperate with Owner and the Owner's Construction Engineering & Inspection Consultant for the duration of the Project in accordance with the Agreement as amended in an expedient and efficient manner.

15.2 Representations of the Owner. To the extent permitted by law, the Owner represents to the Design-Builder that each of the following statements is presently true and accurate:

A. The Owner is a validly existing political subdivision of the State of Florida.

B. The Owner has all requisite governmental power and authority to carry on its business as now conducted and to perform its obligations under the Design-Build Documents and each Agreement document contemplated hereunder to which it is or will be a party.

C. The Owner shall use due diligence to timely fulfill or cause to be fulfilled all of the conditions expressed in the Design-Build Documents which are within the control of the Owner or which are the responsibility of the Owner to fulfill.

D. During the pendency of the Work and while the obligations of the Owner under the Design-Build Documents shall be in effect, the Owner shall cause to occur and to continue to be in effect and take such action as may be necessary to enforce those instruments, documents, certificates, and events contemplated by the Design-Build Documents that are applicable to and the responsibility of the Owner.

ARTICLE XVI
TERMINATION OR SUSPENSION

16.1 Termination or Suspension Prior to Execution of the Design-Build Amendment.

A. Owner Suspension. If the Owner suspends the Project, the Design-Builder shall be compensated for the Work performed prior to notice of such suspension, less retainage. When the Project is resumed, the Design-Builder shall be compensated for expenses incurred in the interruption and resumption of the Design-Builder's Work. The Design-Builder's compensation for, and time to complete, the remaining Work shall be equitably adjusted.

B. Termination by Design-Builder for Suspension. If the Owner suspends the Project for more than ninety (90) cumulative days for reasons other than the fault of the Design-

Builder, the Design-Builder may terminate this Agreement by giving not less than seven (7) days' written notice.

C. Termination for Cause. The Oner may terminate this Agreement upon not less than seven days' written notice should the Design-Builder fail substantially to perform in accordance with the terms of this Agreement through no fault of the Owner. The Design-Builder shall have the right to terminate services only in the event of the Owner failing to pay the Design-Builder's properly documented and submitted invoice within ninety (90) calendar days of the approval by the Owner's Administrative Agent.

D. Owner Termination for Convenience. The Owner may terminate this Agreement upon not less than seven (7) days' written notice to the Design-Builder for the Owner's convenience and without cause.

E. Compensation to Design-Builder. In the event of termination not the fault of the Design-Builder, the Design-Builder shall be compensated for Work properly performed prior to termination, together with Reimbursable Expenses then due and any other expenses directly attributable to termination for which the Design-Builder is not otherwise compensated. In no event shall the Design-Builder's compensation under this Section 16.1.E be greater than the compensation set forth in Section 2.1.

16.2 Termination or Suspension Following Execution of the Design-Build Amendment.

A. Termination by the Design-Builder.

(1) The Design-Builder may terminate the Agreement if the Work is stopped for a period of ninety (90) consecutive days through no act or fault of the Design-Builder, the Architect/Engineer, a Consultant, or a Contractor, or their agents or employees, or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, for any of the following reasons:

a. Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped; or
b. An act of government, such as a declaration of national emergency that requires all Work to be stopped.

(2) The Design-Builder may terminate the Agreement if, through no act or fault of the Design-Builder, the Architect/Engineer, a Consultant, a Contractor, or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Design-Builder, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 16.3. constitute in the aggregate more than one hundred percent (100%) of the total number of days scheduled for completion, or one hundred twenty (120)

days in any three hundred sixty-five (365) day period, whichever is less.

(3) If one of the reasons described in Section 16.2.A(1) or 16.2.A(2) exists, the Design-Builder may, upon seven (7) days' written notice to the Owner, terminate the Agreement and recover from the Owner payment for Work executed, and costs incurred by reason of such termination, not to exceed the total Contract Sum, including prior payments.

(4) If the Work is stopped for a period of ninety (90) consecutive days through no act or fault of the Design-Builder or any other persons or entities performing portions of the Work under contract with the Design-Builder because the Owner has repeatedly failed to fulfill the Owner's obligations under the Design-Build Documents with respect to matters important to the progress of the Work, the Design-Builder may, upon seven (7) additional days' written notice to the Owner, terminate the Agreement and recover from the Owner as provided in Section 16.2.A(3).

B. Termination by the Owner for Cause**.**

(1) The Owner may terminate the Agreement if the Design-Builder:

a. Fails to submit the Design-Builder's Proposal by the date required by this Agreement, or if no date is indicated, within a reasonable time consistent with the date of Substantial Completion;
b. Repeatedly refuses or fails to supply an Architect/Engineer or enough properly skilled Consultants, Contractors, or workers or proper materials;
c. Fails to make payment to the Architect/Engineer, Consultants, or Contractors for services, materials, or labor in accordance with their respective agreements with the Design-Builder;
d. Repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; and/or
e. Is otherwise guilty of substantial breach of a provision of the Design-Build Documents.

(2) When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Design-Builder and the Design-Builder's surety, if any, seven (7) days' written notice, terminate employment of the Design-Builder and may, subject to any prior rights of the surety:

a. Exclude the Design-Builder from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Design-Builder; and
b. Finish the Work by whatever reasonable method the Owner may

deem expedient. Upon written request of the Design-Builder, the Owner shall furnish to the Design-Builder a detailed accounting of the costs incurred by the Owner in finishing the Work.

(3) When the Owner terminates the Agreement for one of the reasons stated in this Section 16.2.B, the Design-Builder shall not be entitled to receive further payment until the Work is finished.

(4) If the balance of the Contract Sum is less than the costs of finishing the Work and other damages incurred by the Owner and not expressly waived, the Design-Builder or Surety shall pay the difference to the Owner. The obligation for such payments shall survive termination of the Agreement. Notwithstanding any other provisions of the Design-Build Documents to the contrary, Owner shall have the right to bring a direct action in the Circuit Court to recover such costs and damages.

16.3 Suspension by the Owner for Convenience.

A. Right to Suspend. The Owner may, without cause, order the Design-Builder in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

B. Adjustment to Contract Sum and Time. The Contact Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in this Section 16.3. No adjustment shall be made to the extent that:

(1) Performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Design-Builder is responsible; or
(2) An equitable adjustment is made or denied under another provision of the Agreement.

16.4 Termination by the Owner for Convenience.

A. Right to Terminate. The Owner may, at any time, terminate the Agreement for the Owner's convenience and without cause.

B. Obligation of Design-Builder Upon Termination. Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Design-Builder shall:

(1) Cease operations as directed by the Owner in the notice;
(2) Take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
(3) Except for Work directed to be performed prior to the effective date of

termination stated in the notice, terminate all existing Project agreements, including agreements with the Architect/Engineer, Consultants, and Contractors, and purchase orders, and enter into no further Project agreements and purchase orders.

C. Compensation. In case of such termination for the Owner's convenience, the Design-Builder shall be entitled to receive payment for Work properly executed, and costs incurred by reason of such termination, not to exceed the Contract Sum, less any prior payments.

ARTICLE XVII
CLAIMS AND DISPUTE RESOLUTION

17.1 Claims.

A. Definition. For purposes of this Agreement, a "claim" shall mean a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Agreement. The term "claim" also includes other disputes and matters in question between the Owner and Design-Builder arising out of or relating to the Agreement. The responsibility to substantiate Claims shall rest with the party making the claim.

B. Owner to Decide Disputes. The Owner shall reasonably decide all questions and disputes, of any nature whatsoever, that may arise in the execution and fulfillment of the services provided for under the Design-Build Documents.

C. Finality. The decision of the Owner upon all claims, questions, disputes, and conflicts shall be final and conclusive, and shall be binding upon all parties to the Design-Build Documents, subject to judicial review as provided in Section 17.1.G below.

D. No Damages for Delay. If at any time Design-Builder is delayed in the performance of Design-Builder's responsibilities under the Design-Build Documents as the result of a default or failure to perform in a timely manner by Owner or Owner's agents or employees, Design-Builder shall not be entitled to any damages except for compensation specifically authorized in Article II. No claim for damages or any claim other than for an extension of time will be made or asserted against the Owner by reason of any Delay, whether such Delay is related to (i) late or early completion, (ii) delay in the commencement, prosecution or completion of the Work, (iii) hindrance or obstruction in the performance of the Work, (iv) loss of productivity, or (v) other similar claims (collectively "Delay"), whether or not such Delay is foreseeable. Nothing herein shall preclude Design-Builder from any available remedy against any responsible party other than Owner. Design-Builder shall be responsible for liquidated damages for delay pursuant to Article VIII of this Agreement.

E. No increase in Contract Sum or Guaranteed Maximum Price. The Design-Builder shall not be entitled to an increase in the Contract Sum or guaranteed maximum price or payment or compensation of any kind from the Owner for direct, indirect, consequential, impact or other costs, expenses, or damages, including but not limited to: damages related to loss of business, loss of opportunity, impact damages, loss of financing, principal office overhead and expenses, loss of profits, loss of bonding capacity and loss of reputation; costs of acceleration or inefficiency, arising because of delay, disruption, interference or hindrance from any cause whatsoever. This provision shall not preclude recovery of direct and actual damages by the Design-Builder for hindrances or delays caused by acts of the Owner constituting fraud or active interference with the Design-Builder's performance of the Work, and only to the extent such acts continue after Design-Builder furnishes the Owner with notice of such fraud or active interference. The Owner's exercise of any of its rights or remedies under the Design-Build Documents (including but not limited to, ordering changes in the Work, directing suspension, rescheduling, or correction of the Work), regardless of the extent or frequency of Owner's exercise of such rights or remedies, shall not be construed as active interference with the Design-Builder's performance of the Work.

F. Permitted Claims Procedure. Where authorized or permitted under the Design-Build Documents, all claims for additional compensation by Design-Builder, extensions of time affecting the Substantial Completion Date, for payment by the Owner of costs, damages, or losses due to casualty, force majeure, Project Site conditions or otherwise, shall be governed by the following:

(1) All claims must be submitted as a request for Contract Modification in the manner provided in Article VI.

(2) The Design-Builder must submit a notice of claim to Owner's authorized representative within fifteen (15) days of when the Design-Builder was or should have been aware of the fact that an occurrence was likely to cause delay or increased costs. Failure to submit a claim within the requisite fifteen (15) day period shall constitute a waiver of the right to pursue said claim.

(3) Within twenty (20) days of submitting its notice of claim, the Design-Builder shall submit to the Owner's authorized representative its request for Contract Modification, which shall include a written statement of all details of the claim, including a description of the Work affected.

(4) After receipt of a request for Contract Modification, the Owner's authorized representative shall deliver to the Contractor, within twenty (20) days after receipt of request, its written response to the claim.

(5) In the event the Owner and Design-Builder are unable to agree on the terms

of a Contract Modification, the Owner shall have the option to instruct the Design-Builder to proceed with the Work. In that event, the Owner shall agree to pay for those parts of the Work, the scope and price of which are not in dispute. The balance of the disputed items in the order to proceed will be resolved after completion of the Work, based upon completed actual cost.

(6) The rendering of a decision by Owner with respect to any such claim, dispute, or other matter (except any which have been waived by the making or acceptance of final payment) will be a condition precedent to any exercise by Owner or Design-Builder of such right or remedies as either may otherwise have under the Design-Build Documents or by laws or regulations in respect of any such claim, dispute or other matter.

G. Contract Claims and Disputes. After completion of the process set forth in Section 17.1.F above, if any unresolved dispute under this Agreement exists, the parties shall 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. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below:

(1) 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.

(2) The parties agree to waive all rights to trial by jury for any litigation undertaken concerning this Agreement.

(3) 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.

(4) Unless otherwise agreed in writing, the Design-Builder shall be required to continue its services and all other obligations under this Agreement during the pendency of claim or dispute including, but not limited to, actual period of mediation or judicial proceedings.

(5) 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.

ARTICLE XVIII
MISCELLANEOUS PROVISIONS

18.1 Successors and Assigns. The Owner and Design-Builder, respectively, bind themselves, their partners, successors, assigns and legal representatives to the covenants, agreements and obligations contained in the Design-Build Documents. Design-Builder shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation) without the prior written consent of the Owner, except that claims for money due or to become due to the Design-Builder from the Owner under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the Owner. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the Owner.

18.2 Headings and Captions. The headings and captions of articles, sections and paragraphs used in this Agreement are for convenience of reference only and are not intended to define or limit their contents, nor are they to affect the construction of or to be taken into consideration in interpreting this Agreement.

18.3 Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be in conflict with an applicable statute or ordinance, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, but shall not invalidate any other provision of this Agreement.

18.4 Relationship of the Parties. The Design-Builder accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to exercise the Design-Builder's best skill and judgment in furthering the interests of the Owner; to perform all of the Work in a good and workmanlike manner; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests.

18.5 No Third Party Rights. The parties hereto do not intend nor shall this Agreement be construed to grant any rights, privileges or interest to any third party.

18.6 Non-Appropriation. The Owner's performance and obligation to pay under this Agreement is contingent upon an appropriation of lawfully available funds by the City Council for the City of Bradenton. The Owner shall promptly notify the Consultant if the necessary appropriation is not made.

18.7 Joint and Several Liability. If the Design-Builder is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

18.8 Communication. Design-Builder agrees that it and its employees shall communicate with Owner employees and members of the public in a civil manner. All aspects of a Design-Builder's performance, including complaints received from Owner employees or members of the public, may cause the Owner to terminate this Agreement in accordance with the provisions contained herein. The Owner further reserves the right to suspend or debar the Design-Builder from

consideration for award of future contracts if the Design-Builder does not abide by the terms of this Section.

18.9 Advance Notice. The Design-Builder shall notify the Owner's Representative at leastthree days in advance of any meeting between the Design-Builder and any member of the City Council, regulatory agency or private citizen, not including employees, subcontractors or agents of Design-Builder or others performing work under this Agreement, related to this Agreement.

18.10 Publicity. Press releases or other specialized publicity documents, including the Design-Builder's advertising and news bulletins, which are related to this Agreement and are intended by the Design-Builder for the press, broadcasting, or television, will be drawn up in consultation with the Owner. Except as otherwise required by law or regulation, the Design-Builderwill not release or distribute any materials or information relating to this Agreement or containing the name of the Owner or any of its employees without prior written approval by an authorized representative of the Owner. Design-Builder shall incorporate the terms of this provision into all of its contracts, subcontracts and other agreements of any tier and require all contractors, consultants, subcontractors and subconsultants to similarly incorporate the terms of this provision into their agreements.

18.11 Notices. Any notices, reports, or any other type of documentation required by this Agreement shall be sufficient if sent by the parties via United States mail, postage paid, to the addresses listed below:

Design-Builder's Representative:

Name:	Chad Wakeman
Title:	Vice President
Address:	P.O. Box 10127
	Bradenton, FL 34282
Telephone:	941-756-1871
E-Mail:	chadw@woodruffandsons.com

City's Administrative Agent:

Name:	Anthony Benitez
Title:	Executive Public Works 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

Any change in the City's Administrative Agent or the Design-Builder's Representative will be promptly communicated in writing by the party making the change.

18.12 Public Records Law. The Design-Builder shall comply with the Florida Public Records law (Chapter 119, Florida Statutes).

IF THE DESIGN-BUILDER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE DESIGN-BUILDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE OWNER'S CUSTODIAN OF PUBLIC RECORDS AT:

City Clerk

Phone: (941) 932-9400

Email: Cityclerk@CityofBradenton.com

Mailing Address: 101 Old Main Street, Bradenton, Florida 34205

18.13 E-Verify. Section 448.09, Florida Statutes, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, for private or public employment, an alien who is not duly authorized to work in the United States. Section 448.095, Florida Statutes, prohibits public employers, contractors, and subcontractors from entering into a contract unless each party to the contract registers and uses E-Verify. Design-Builder hereby represents that it is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes. Design-Builder further represents that it will remain in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes, during the term of this Agreement. Design-Builder hereby warrants that it has not had a contract terminated by a public employer for violating Section 448.095, Florida Statutes, within the year preceding the effective date of this Agreement. If Design-Builder has a contract terminated by a public employer for any such violation during the term of this Agreement, it shall provide immediate notice thereof to the Owner.

18.14 Exhibits. Exhibits to this Agreement are as follows:

Exhibit A—Design-Build Amendment
Exhibit B— Owner's Criteria Package (Basis of Design Documents)
Exhibit C— Design Builder's Scope of Work & Hourly Rates
Exhibit D—Insurance Requirements
Exhibit E—Payment and Performance Bond

18.15 Waivers. Failures to insist on strict performance or waiver of any covenant, condition, or provision of the Design-Build Documents by the parties, their successors or assigns shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of the Design-Build Documents.

18.16 No Waiver of Sovereign Immunity. Nothing in this Agreement is intended to serve as, or shall be deemed, a waiver of sovereign immunity by Owner, or by any other agency or political subdivision to which sovereign immunity may be applicable, or of any rights or limitations to liability under §768.28, Florida Statute.

18.17 Order of Precedence. The several parts of the Design-Build Documents are intended to be complementary in describing the Work and the responsibilities of the Design-Builder and the Owner and any requirements stipulated in one part of the Design-Build Documents is as binding on the parties as though occurring in all. In the event there are any conflicting provisions or requirements in the Design-Build Documents, the provisions and requirements of the Design-Build Documents shall take the following order of precedence:

1. Agreement and any Amendments and Change Orders;
2. Design-Build Amendment;
3. IFCAs;
4. Field Directive(s);
5. Purchase Order(s);
6. Technical Specifications; and
7. Construction Plans/Drawings.

In case of a discrepancy concerning dimension, quantity, and location, graphic drawings will take precedence over the specifications; explanatory notes on the drawings will take precedence over conflicting drawn indications; and large-scale details will take precedence over smaller scaled drawings. In case of discrepancy concerning quality and/or quantity within the documents, the Design-Builder shall include the better quality and/or the greater quantity, unless otherwise determined in writing by the Owner.

Interpretations and resolution of discrepancies within the Design-Build Documents shall be made solely by the City's Administrative Agent and issued in writing upon receipt of the Design-Builder's written request.

IN WITNESS WHEREOF, the parties have executed the Agreement as of the date last below written.

WOODRUFF & SONS, INC.
By: _____

Print Name: Donald P. Woodruff
(Title of Authorized Representative)

Date: 06-02-26

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

This Amendment ("Amendment") is incorporated into the accompanying Design Build Agreement for**{Contract_Number}**, dated **{Effective_Date}** (the "Agreement"), by and between City of Bradenton, a political subdivision of the State of Florida, referred to herein as "Owner" or "City,"and{Vendor_Legal_Name}{VendorLegalName_DBA}{VendorLegalName_FictiousName},**{ AC_vendor state}** and registered and licensed to do business in the State of Florida (License # _____), referred to herein as "Design-Builder".

The Owner and Design-Builder hereby amend the Agreement as follows:

ARTICLE I
CONTRACT SUM

1.1 Contract Sum. The Owner shall pay the Design-Builder the Contract Sum for the Design-Builder's performance of the Contract after the execution of this Amendment. The Contract Sum shall be Cost of the Work plus the Design-Builder's Fee with a Guaranteed Maximum Price (GMP), in accordance with Section 1.2 below and shall not include compensation the Owner paid the Design-Builder for Work performed prior to execution of this Amendment:

1.2 Cost of the Work Plus Design-Builder's Fee with a GMP.

A. The Cost of the Work is as defined in Article V, Cost of the Work, below.

B. The Design-Builder's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Design-Builder's Fee, and the method for adjustment to the Fee for changes in the Work.)

C. GMP. The Sum of the Cost of the Work and the Design-Builder's Fee is guaranteed by the Design-Builder not to exceed dollars ($), subject to additions and deductions for changes in the work as provided in the Design-Build Documents. Costs that would cause the GMP to be exceeded shall be paid by the Design-Builder without reimbursement by the Owner.
(Insert specific provisions if the Design-Builder is to participate in any savings.)

D. Itemized Statement of the GMP. Provided below is an itemized statement of the GMP organized by trade categories, allowances, contingencies, alternates, the Design-Builder's Fee, and other items that comprise the GMP.
(Provide information below or reference an attachment.)

E. The GMP is based on the following alternates, if any, which are described in the Design-Build Documents and are hereby accepted by the Owner:
(State the numbers or other identification of accepted alternates. If the Owner is permitted to accept other alternates subsequent to the execution of this Amendment, attach a schedule of such other alternates showing the change in the Cost of the Work and GMP for each and the deadline by which the alternate must

be accepted.)

F. Unit prices, if any:
(Identify item, state the unit price, and state any applicable quantity limitations.)

Item	Units and Limitations	Price per Unit ($0.00)

G. Assumptions, if any, on which the GMP is based:

1.3 Payments.

A. Progress Payments.

1. Based upon Applications for Payment submitted to the Owner by the Design-Builder, the Owner shall make progress payments on account of the Contract Sum to the Design-Builder as provided below and elsewhere in the Design-Build Documents. Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed; or (2) the percentage obtained by dividing (a) the expense that had actually been incurred by the Design-Builder on account of that portion of the Work for which the Design-Builder has made actual payment prior to the next Application for Payment by (b) the share of the GMP allocated to that portion of the Work in the schedule of values. For example, if the expense incurred and paid is $50,000, and the share of GMP allocated to that portion of the work is $100,000, then the percentage of completion would be 50%.

2. The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

3. With each Application for Payment, the Design-Builder shall provide the City with all documentation as required by Section 9.3 Application for Payment in the Design-Build Agreement.

4. With each Application for Payment, the Design-Builder shall submit the most recent schedule of values in accordance with the Design-Build Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. Compensation for design services, if any, shall be shown separately. The Design-Builder's Fee shall be shown separately. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule of values, unless objected to by the Owner, shall be used as a basis for reviewing the Design-Builder's Applications for Payment.

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5. In taking action on the Design-Builder's Applications for Payment, the Owner shall be entitled to rely on the accuracy and completeness of the information furnished by the Design-Builder and shall not be deemed to have made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Sections 1.3.A.3 or 1.3.A.4, or other supporting data; to have made exhaustive or continuous on-site inspections; or to have made examinations to ascertain how or for what purposes the Design-Builder has used amounts previously paid.

6. Except with the Owner's prior approval, the Design-Builder shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

7. Subject to other provisions of the Design-Build Documents, the amount of each progress payment shall be computed as follows:

   a. Take that portion of the GMP properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the GMP allocated to that portion of the Work in the schedule of values. Pending final determination of costs to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Article VI of the Agreement.

   b. Add that portion of the GMP properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), supported by paid receipts;

   c. Add the Design-Builder's Fee. The Design-Builder's Fee shall be computed upon the Cost of the Work at the rate stated in Section 1.2.B or, if the Design-Builder's Fee is stated as a fixed sum in that Section, shall be an amount that bears the same ratio to that fixed-sum fee as the Cost of the

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Work bears to a reasonable estimate of the probable Cost of the Work upon its completion;

d. Subtract the aggregate of previous payments made by the Owner;

e. Subtract the shortfall, if any, indicated by the Design-Builder in the documentation required by Section 1.3.A(4) to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation;

f. Subtract retainage of five percent until Substantial Completion, and following Substantial Completion, as provided in the Agreement; and

g. Subtract amounts, if any, for which the Owner has withheld or nullified a payment as provided in Section 9.5 of the Agreement.

8. The Owner and Design-Builder shall agree upon a mutually acceptable procedure for review and approval of payments to the Architect, Consultants, and Contractors. The percentage of retainage held on agreements with the Architect, Consultants, and Contractors, shall be 5%. The Design-Builder shall execute agreements in accordance with those terms.

B. Final Payment.

1. Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Design-Builder not later than 30 days after the Design-Builder has fully performed the Agreement and the requirements of Section 9.9 of the Agreement have been satisfied, except for the Design-Builder's responsibility to correct non-conforming Work discovered after final payment or to satisfy other requirements, if any, which extend beyond final payment.

2. If the Contract Sum is based on the Cost of the Work, the Owner will review and report in writing on the Design-Builder's final accounting within 30 days after the Design-Builder delivers the final accounting to the Owner. Based upon the Cost of the Work, the Owner's report to be substantiated by the Design-Builder's final accounting, and provided the other conditions of Section 9.9 of the Agreement have been met, the Owner will, within seven days after receipt of the written report of the Owner, either issue approval of final payment, or notify the Design Builder in writing of the reasons for withholding approval as provided in Section 9.5.A of the Agreement.

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ARTICLE II
CONTRACT TIME

2.1 Contract Time. Contract Time is the period of time, including authorized adjustments, for Substantial Completion of the Work.

2.2 Substantial Completion. The Design-Builder shall achieve Substantial Completion of the Work not later than___days from the date of this Amendment, or as follows:

(Insert number of calendar days. Alternately, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)

Portion of Work	**Substantial Completion Date**

subject to adjustments of the Contract Time as provided in the Design-Build Documents. The Design-Builder's failure to achieve Substantial Completion within the Contract Time will result in the Design-Builder being liable for payment to Owner of liquidated damages as set forth in Section 8.2.C of the Agreement.

ARTICLE III
INFORMATION UPON WHICH AMENDMENT IS BASED

3.1 Documents. The Contract Sum and Contract Time set forth in this Amendment are based on the following:

Document	Title	Date	Pages

A. The Supplementary Conditions and other Conditions of the Contract: Document Title Date Pages

B. The Specifications:
(Either list the specifications here or refer to an exhibit to this Amendment.)

Section	Title	Date	Pages

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C. The Drawings:
(Either list the drawings here or refer to an exhibit to this Amendment.)

Number	Title	Date

D. Other identifying information:

E. Allowances and Contingencies:
(Identify any agreed upon allowances and contingencies, including a statement of their basis.)

1. Allowances

2. Contingencies

F. Design-Builder's assumptions and clarifications:

G. Deviations from the Owner's Criteria as adjusted by a Modification:

H. To the extent the Design-Builder shall be required to submit any additional Submittals to the Owner for review, indicate any such submission below:

I. Prior to any Contract modification, IFCA, amendment, or Change Order, any City-issued or City-requested change to the scope resulting in an increase in monetary amounts in the Contract, including impacting allowances or contingencies, and including any changes that may result in an IFCA, Change Order, or amendment, shall only be requested by formal written request on the City-authorized Change Order Request Form. Verbal communications, communications by persons other than the City's Administrative Agent, and written communications on documents other than the Change Order Request Form shall not constitute a Change Order Request.

ARTICLE IV
DESIGN-BUILDER'S PERSONNEL, CONTRACTORS, AND SUPPLIERS

4.1 Personnel. The Design-Builder's key personnel are identified below:
(Identify name, title and contact information.)

A. Superintendent

B. Project Manager

C. Others

4.2 Consultants, Contractors. The Design-Builder shall retain the following Consultants, Contractors and suppliers, identified below:

(List name, discipline, address and other information.)

ARTICLE V

COST OF THE WORK

5.1 Costs to Be Reimbursed as Part of the Agreement. "Cost of the Work" means those elements of costs described in this Section up to the Guaranteed Maximum Price (subject to change only as provided in this Agreement) which are chargeable to Owner and payable to Design-Builder when reasonably, actually and necessarily incurred by the Design-Builder during or in connection with performance of the Work, without mark-up or add on of any kind by or at the request of Design-Builder**.**

A. Labor Cost. Wages of construction workers directly employed by the Design-Builder to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

B. With the Owner's prior approval, wages or salaries of the Design-Builder's supervisory and administrative personnel when stationed at the site.
(If it is intended that the wages or salaries of certain personnel stationed at the Design-Builder's principal or other offices shall be included in the Cost of the Work, identify below the personnel to be included, whether for all or only part of their time, and the rates at which their time will be charged to the Work.)

Person included/Status (full-time/part-time)/Rate($0.00)/Rate(unit of time)

1. Wages and salaries of the Design-Builder's supervisory or administrative personnel engaged at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.

2. Costs paid or incurred by the Design-Builder for taxes, insurance, contributions, assessments, and benefits required by law or collective bargaining agreements and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations, and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Section 5.1.A.

C. Contract Costs. Payments made by the Design-Builder to the Architect, Consultants, Contractors, and suppliers in accordance with the requirements of its subcontracts.

D. Costs of Materials and Equipment Incorporated in the Completed Construction.

1. Costs, including transportation and storage, of materials and equipment incorporated or to be incorporated in the completed construction.

2. Costs of materials described in the preceding Section 5.1.D.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or returned for a credit by Design-Builder, as directed by the Owner. Any amounts realized from such returns shall be credited to the Owner as a deduction from the Cost of the Work.

E. Costs of Other Materials and Equipment, Temporary Facilities and Related Items.

1. Costs of transportation, storage, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools that are not fully consumed shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Design-Builder shall be determined at fair market value.

2. Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Design-Builder at the site and costs of transportation, installation, minor repairs, dismantling and removal. The total rental cost of any Design-Builder owned item may not exceed the purchase price of any comparable item. Rates of Design-Builder-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

3. Costs of removal of debris from the site of the Work and its proper and legal disposal.

4. Costs of document reproduction, electronic communications, postage and parcel delivery charges, dedicated data and communications service, teleconferences, Project websites, and extranets of the site office.

5. Costs of materials and equipment suitably stored off the site at a mutually

acceptable location, with the Owner's prior approval.

F. Miscellaneous Costs.

1. Premiums for that portion of insurance and bonds required by the Design-Build Documents that can be directly attributed to the Agreement and, with the Owner's prior approval, self-insurance costs for either full or partial amounts of the coverages required by the Design-Build Documents.

2. Sales, use or similar taxes imposed by a governmental authority that are related to the Work and for which the Design-Builder is liable.

3. Fees and assessments for the building permit and for other permits, licenses and inspections which the Design-Builder is required by the Design-Build Documents to pay.

4. Fees of laboratories for tests required by the Design-Build Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 11.2 of the Agreement or by other provisions of the Design-Build Documents, and which do not fall within the scope of Section 5.1.F.3.

5. Royalties and license fees paid for the use of a particular design, process or product required by the Design-Build Documents.

6. With the Owner's prior written approval, costs for electronic equipment and software directly related to the Work.

7. Deposits lost for causes other than the Design-Builder's negligence or failure to fulfill a specific responsibility in the Design-Build Documents.

8. With the Owner's prior written approval, expenses incurred in accordance with the Design-Builder's standard written personnel policy for relocation, and temporary living allowances of, the Design-Builder's personnel required for the Work.

9. That portion of the reasonable expenses of the Design-Builder's supervisoryor administrative personnel incurred while traveling in discharge of duties connected with the Work. Travel expenses are subject to the limitations set forth in Section 112.061, F.S.

G. Other Costs and Emergencies.

1. Other costs incurred in the performance of the Work if, and to the extent,

approved in advance in writing by the Owner.

2. Prior to any Contract modification, IFCA, amendment, or Change Order, any City-issued or City-requested change to the scope resulting in an increase in monetary amounts in the Contract, including any changes that may result in an IFCA, Change Order, or amendment, shall only be requested by formal written request on the City-authorized Change Order Request Form. Verbal communications, communications by persons other than the City's Administrative Agent, and written communications on documents other than the Change Order Request Form shall not constitute a Change Order Request.

3. Costs incurred in taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, where such emergency wasn't caused by the Design-Builder.

4. Costs of repairing or correcting damaged Work executed by the Design-Builder, Contractors or suppliers, provided that such damaged Work was not caused by negligence, intentional wrongful act, or failure to fulfill a specific responsibility of the Design-Builder, and only to the extent that the cost of repair or correction is not recovered by the Design-Builder from insurance, sureties, Contractors, suppliers, or others.

H. Related Party Transactions.

1. The term "related party" shall mean a parent, subsidiary, affiliate or other entity having common ownership or management with the Design-Builder; any entity in which any stockholder in, or management employee of, the Design-Builder owns any interest in excess of five percent in the aggregate; or any person or entity which has the right to control the business or affairs of the Design- Builder. The term "related party" incudes any member of the immediate family of any person identified above.

2. If any of the costs to be reimbursed arise from a transaction between the Design- Builder and a related party, the Design-Builder shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated, or cost incurred. If the Owner, after such notification, authorizes the proposed transaction, then the cost incurred shall be included as a cost to be reimbursed, and the Design-Builder shall procure the Work, equipment, goods or service from the related party, as a Contractor, according to the terms of Section 5.4. If the Owner fails to authorize the transaction, the Design-Builder shall procure the Work, equipment, goods or service from some person or entity other than a related party according to the terms of Section 5.4.

5.2 Costs Not to Be Reimbursed. The Cost of the Work shall not include the items listed below:

A. Salaries and other compensation of the Design-Builder's personnel stationed at the Design-Builder's principal office or offices other than the site office, except as specifically provided in Section 5.1.B;

B. Expenses of the Design-Builder's principal office and offices other than the site offices;

C. Overhead and general expenses, except as may be expressly included in Section 5.1;

D. The Design-Builder's capital expenses, including interest on the Design-Builder's capital employed for the Work;

E. Except as provided in Section 5.1.G.3, costs due to the negligence or failure of the Design-Builder, Contractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable to fulfill a specific responsibility of the Agreement;

F. Any cost not specifically and expressly described in Section 5.1;

G. All direct and indirect costs of any nature resulting from or attributable to terminations, cancellations for convenience or suspensions, excepting only for those costs which are expressly identified and permitted in accordance with Article XVI of this Agreement;

H. Costs that Owner has already paid;

I. Any cost incurred by Design-Builder relating to a Change in the Work without a Contract Modification (other than a Field Directive or unless approved otherwise in writing by Owner);

J. Costs that are incurred or are submitted to Owner for payment after the Final Payment has been made, except for the specific dollar amounts of any unresolved claims specifically identified in its Application for Final Payment;

K. Legal costs incurred by Design-Builder relating to the preparation, response to or defense of any Claim, or of any claims by third parties for copyright or patent infringement, for which Design-Builder or any Contractor, Architect/Engineer, or Consultant are liable or responsible at law or under the Agreement; and

L. Costs, other than costs included in Change Orders approved by the Owner, that would cause the GMP to be exceeded.

5.3 Discounts, Rebates, and Refunds.

A. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Design-Builder shall make provisions so that they can be obtained.

B. Amounts that accrue to the Owner in accordance with Section 5.3.A shall be credited to the Owner as a deduction from the Cost of the Work.

5.4 Other Agreements.

A. Agreements between the Design-Builder and Contractors shall conform to the applicable payment provisions of the Design-Build Documents, and shall not be awarded on the basis of cost plus a fee without the prior consent of the Owner. If an agreement between the Design-Builder and a Contractor is awarded on a cost plus a fee basis, the Design-Builder shall provide in the agreement for the Owner to receive the same audit rights with regard to the Cost of the Work performed by the Contractor as the Owner receives with regard to the Design-Builder in Section 5.5, below.

B. The agreements between the Design-Builder and Architect, Contractors and other Consultants identified in the Agreement shall be in writing. These agreements shall be promptly provided to the Owner upon the Owner's written request.

5.5 Accounting Records. The Design-Builder shall keep full and detailed records and accounts related to the Cost of the Work and exercise such controls as may be necessary for proper financial management under the Agreement and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice be afforded access to, and shall be permitted to audit and copy, the Design-Builder's records and accounts, including complete documentation supporting accounting entities, books, correspondence, instructions, drawings, receipts, subcontracts, Contractor's proposals, purchase orders, vouchers, memoranda and other data relating to the Agreement. The Design-Builder shall preserve these records for a period of ten years after final payment, or for such longer periods as may be required by law.

DRAFT

IN WITNESS WHEREOF, the parties have executed the Agreement as of the date last below written.

{Vendor_Legal_Name}{VendorLegalName_DBA}
{VendorLegalName_FictiousName}
Design-Builder

By:

CITY OF BRADENTON

ATTEST:

By: _____

GENE BROWN
Mayor

By:_____
TAMARA MELTON
City Clerk

Date:_____

Approved as to form:

By:_____
SCOTT E. RUDACILLE
City Attorney

DRAFT

CONTRACT 26-028EJ PROGRESSIVE DESIGN BUILD LIFT STATION 8
EXHIBIT B – OWNERS DESIGN REQUIREMENTS

The Owner's design requirements shall meet all City specifications and standards as well as all other regulatory agencies as required.

Task 1-Project Management, Meetings, and Coordination

1. *Meetings and workshops*
    a. *Kickoff meeting*
    b. *Design progress meeting bi-weekly (via Teams and in person alternating every other week)*
    c. *Milestone workshops – In person*
        i. *Hydraulic analysis*
        ii. *60% design review workshop and GMP review*
        iii. *90% design review workshop and GMP review*
        iv. *100% design review workshop and GMP review*

Task 2-Data Collection and Hydraulic Analysis

1. *Data Requests*
    a. *Pump runtime data for Ls 08, 07, and 17*
    b. *Future anticipated capacity*
2. *Drawdown testing (to include site visit)*
3. *Tech Memo*
    a. *Provide up to three design alternatives including Gravity routing, Force Main extensions, and Pump station upgrades (duplex to triplex to quadplex option)*

Task 3- Subcontractors

Survey, Subsurface Utility Engineering, Preliminary Engineering Report, and geotechnical investigations as needed to support design, engineering and construction.

1. *Surveying – V&A*
2. *Geotechnical services – Universal Engineering*
3. *Public Relations – Valerin Group (Public meeting, meet Appropriations requirements, limited scope)*
4. *Odor and Corrosion Control – V&A (to include investigation into grease conditions and solutions)*

Task 4 – Design and Permitting

1. *Pre-design 30%*
    a. *811 design ticket; Review of site conditions and Project requirements*
    b. *Conduct utility coordination utilizing the FDOT 30%/60%/90%/100% design milestones and RGB process to include all utilities including the City.*
    c. *Identify permitting requirements with all applicable agencies.*
    d. *Initial estimate of probable cost.*
    e. *Complete a limited hydraulic model to determine the new size of the pumps required at the new station as well as the new wet well size for additional storage capacity.*
    f. *Design a new lift station to City standards, including a new wet well, pumps, piping, valves, electrical, instrumentation and controls, and a new genset.*
    g. *Verify sizing and hydraulic capacity of the existing gravity main and produce plans for the new lift station.*
    h. *Provide design schedule details.*
    i. *Provide Risk matrix to evaluate and update at each design submittal 60%/90%/100%.*
2. *60% Design*
    a. *Provide document reviews at 60% completion. Each deliverable shall include estimated pricing until the Final GMP.*
    b. *One package for the Gravity/ force main, one package for the Lift Station.*
    c. *Conduct value engineering review meetings.*
    d. *Coordinate various design and review meetings.*
    e. *Conduct utility coordination utilizing the FDOT 30%/60%/90%/100% design milestones and RGB process to include all utilities including the City.*
    f. *Minimize impact to multi modal public, plan to address inquiries, and coordinate with communities whose service may be temporarily impacted by the work.*
    g. *Provide an electronic copy of the approved Design Documents in both CAD and PDF formats and the specifications in Word format to the City.*
3. *90% Design*
    a. *Provide plans and specifications at 90% completion. Each deliverable shall include estimated pricing until the Final GMP.*
    b. *One package for the Gravity/ force main, one package for the Lift Station.*
    c. *Conduct value engineering review meetings.*

d. *Coordinate various design and review meetings.*

e. *Conduct utility coordination utilizing the FDOT 30%/60%/90%/100% design milestones and RGB process to include all utilities including the City.*

f. *Minimize impact to multi modal public, plan to address inquiries, and coordinate with communities whose service may be temporarily impacted by the work.*

g. *Provide an electronic copy of the final approved Design Documents in both CAD and PDF formats and the specifications in Word format to the City.*

4. *100% Design*

    a. *Provide plans and specifications at 100% completion.*

    b. *One package for Gravity/ force main, one package for Lift Station.*

    c. *Provide an electronic copy of the final approved Design Documents in both CAD and PDF formats and the specifications in Word format to the City.*

Task 5-Guaranteed Maximum Price (GMP)

1. *Multiple GMPs are anticipated*
2. *Purchasing of long lead items*
3. *Owner direct purchase*
4. *Allowance within design contract to allow for material purchases*

Task 6-Grant Assistance

1. *Meetings and funding agency trainings*
2. *Kick-off meeting*
3. *Construction procurement support*
4. *Quarterly reports*
5. *Reimbursement requests*
6. *Construction progress meetings*
7. *On-site compliance -Build America, Buy America Act*
8. *Signage Requirements*
9. *Audit preparation*

Other items to be included:

Project Schedule

Key Staff Members

Fee Rate Table-Including subcontractor proposals/ breakdown of costs

Pre construction services

Construction services

Staff/Labor rates

Equipment rates

SCOPE OF SERVICES



Progressive Design-Build Services for Lift Station 8 Relocation and Collection System Improvements Phase 1

WOODRUFF & SONS INCORPORATED Contractors

Kimley»Horn
Expect More. Experience Better.



WOODRUFF & SONS INCORPORATED Contractors

Kimley»Horn

SCOPE OF SERVICES

Background

The City of Bradenton (Owner), has contracted with the Design Build Team of Woodruff & Sons Inc and Kimly Horn and Associates, Inc. (DB) to perform preconstruction engineering design services for this project. The purpose of this project is to relocate the City's Lift Station 8. Delineated below, is our project understanding along with a description of services that will be provided.

Project Description

Lift station 8 is located at 1450 Barcarrota Ave, Bradenton, FL 34205. The lift station is located along the edge of the Manatee River in the FEMA flood zone AE. The City has purchased a parcel of land at 1302 4th Ave W Bradenton, FL 34205 to relocate the existing station outside of the flood zone.

As detailed in the scope of services, a hydraulic model will be used to determine the new pump selection required at the new station, including future development flows in the LS 8 sewer basin. The sizing and hydraulic capacity of the gravity main and lift station will be based on planned development provided by the City. The project includes an alternative analysis of a gravity sewer extension, and/or force main replacement based on the hydraulic model results.

The new lift station 8 will be designed to City standards and include a new wet well, pumps, discharging force piping, valves, generator, odor control, electrical, instrumentation and controls on a 40' x 40' piece of City owned land located at 1302 4th Ave W Bradenton, FL 34205. The gravity sewer will need to be rerouted from the existing lift station to the new lift station location. The new force main will be reconnected to the existing force main as close to the new station as possible. A future phase of this project will include upsizing and replacing the force main to connect directly to lift station 17, but it is the DB team's understanding that is force main improvements are not part of this scope of work. If needed force main improvements can be incorporated into this scope.

Scope of Services

The DB will provide the services specifically set forth below.

TASK 1.0 – Project Management, and Meetings

- Internal Project Coordination Meetings – The DB team and subcontractors will meet twice a month (up to 30 times) for project coordination and deliverables

- Conduct/Attend Project Meetings and Prepare Summaries (30 total): The DB will conduct project meetings every two weeks with the Owner. The meetings will alternate between a Teams call and in person meetings at the City (1 call and 1 in person meeting a month) conducted for up to 1 hour each. The DB will provide updates on the project progress and communicate needs and planned work. The DB will prepare and provide meeting summaries to the Owner after each Project Meeting. Within these meeting value engineering options will be discussed and implemented as applicable.

- Meetings – DB will Attend the Following Meetings/Workshops In-Person at the City

WOODRUFF & SONS INCORPORATED Contractors

Kimley»Horn

- Project Kick Off Meeting
- Hydraulic Analysis – Technical Memorandum Review and Alternatives Analysis Workshop
- 60% Design Review Workshop
- 60% Rough Order of Magnitude (ROM) Review Meeting
- 90% Design & GMP Review Workshop
- Final (GMP) Review Meeting
- 100% Design Review Workshop

TASK 2.0 – Data Collection and Hydraulic Analysis

- DB will meet with City staff at the project kickoff meeting to identify available design information and record drawings of the existing lift station, gravity sewer, and force mains. DB will coordinate with Owner staff to obtain copies of relevant readily available documents.

- DB will conduct a hydraulic analysis of the collection system including the creation of a Bentely SewerGEMS hydraulic model. The focus of the model will include only the collection system associated with lift station 8. Lift Station 7 pump station design point will be incorporated into the hydraulic model. Lift Station 17 has the capacity to receive and pump flows from lift stations 7 and 8.

- At each of the three previously listed lift stations the DB shall coordinate and attend a site visit to conduct drawdown testing at each of the lift stations to verify existing pumping conditions. The pump drawdown testing will verify the pumping conditions compared to the hydraulic model provided by the Owner.

- The Owner will provide expected development wastewater flow to be added to the wastewater collections system to be pumped by lift station 8.

- The DB team will include a Contamination / Hazard Material Desktop Assessment using readily available information.

- The DB will provide up to three different design alternatives in order to handle the new flow from the developments including but not limited to gravity sewer upsizing, force main extensions, and pump station upgrades at the lift station 7 and 8. All other stations upstream or downstream from these stations will not be evaluated.

- The DB will prepare and submit a technical memorandum to the City with the results of these evaluations with pump selection and wet well sizing recommendations.

- The DB team will include odor control monitoring for one week of the existing lift station 8 and recommendations as apart of the hydraulic analysis report.

TASK 3.0 – Survey, Geotechnical Engineering, and Public Outreach

- DB's sub-consultants will perform Survey, SUE, Geotechnical, and public outreach as detailed in the scope of services in Appendix B.

WOODRUFF & SONS INCORPORATED Contractors

Kimley»Horn

- The DB will perform Project Management duties to include oversight and coordination of outreach tasks, staff, schedule, and budget. Also includes QC/review of deliverables prior to submitting to the Owner for final approval.

    - Survey: DB's sub-consultant (V&A) will complete a topographic survey to City standards of the project area, including above-ground utility features such as backflow preventers, valves, gravity sewer, drainage pipes, and drainage structures. DB's sub-consultant will perform survey services as detailed in the scope of services in Appendix B.
    - SUE: DB's sub-consultant (V&A) will complete up to 25 level A SUE hard locates based on the DB's and the City's direction. DB's sub-consultant will perform SUE services as detailed in the scope of services in Appendix B.
    - Geotechnical Engineering: DB's sub-consultant (UES) will complete up to 6 Standard Penetration Test (SPT) borings ranging up to 50 feet below grade to support the design of the Project. DB's sub-consultant will perform geotechnical services as detailed in the scope of services in Appendix B.
    - Public Outreach: DB's sub-consultant will provide public outreach preconstruction services as noted in the scope of services attached in Appendix B.

TASK 4.0 – Design and Permitting

- DB will call in a utility 811 design ticket and send plans to utilities for markups and incorporation into the design plans.

- The DB will prepare the design drawings of the proposed gravity sewer route, connection to existing force main 8, and the lift station 8 improvements as identified in task 2.0. Existing utility information provided by the utility companies will be used in conjunction with the survey as a basis for the design of the gravity sewer and force main alignment.

- The DB will prepare a 60% submittal package and submit to the Owner for review. The 60% submittal package will include plans, specifications and a rough order of magnitude of pricing (ROM). The basis of developing construction plans will be a combination of a survey and the record drawings for the lift stations and right-of-way. The 60% construction package will include the following:

    - Standard City Cover Sheet
    - General Notes
    - Overall Project Key Sheet
    - Demolition Plan
    - Plan and Profile Sheets
    - Mechanical Plans
    - Odor Control Plans
    - By Pass Pumping Plans
    - Cross Sections

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Kimley»Horn

  - Structural Details
  - Electrical Plans and Details
  - Instrumentation & Controls
  - City Standard Details
  - 60% ROM that includes a list of assumptions and exclusions

- As apart of the 60% ROM the DB shall submit, review and approve applicable shop drawings for long lead items such as generator, pumps, and control panels. If applicable at the request of the Owner, the DB will prepare and submit an owner direct purchase package for the long lead items to help expedite construction. The owner direct purchase package would contain the proper pricing for the proper material with the applicable documentation for the Owner to procure the material and recognize a savings on taxes for the needed material.

- The DB will prepare a 90% submittal package and submit to the Owner for review. The 90% submittal package will include plans, specifications and a 90% Guaranteed Maximum Price (GMP). The 90% construction package will include the following:

  - Standard City Cover Sheet
  - General Notes
  - Overall Project Key Sheet
  - Dimensional Control Sheets
  - Demolition Plan
  - Plan and Profile Sheets
  - Lift Station Grading Plans
  - Mechanical Plans
  - Odor Control Plans
  - Lift Station Bypassing Plans
  - Maintenance of Traffic Plans (MOT)
  - Cross Sections
  - Structural Details
  - Electrical Plans and Details
  - Instrumentation & Controls
  - City Standard Details
  - 90% GMP that includes a list of assumptions and exclusions

- As part of the Final GMP provided, the DB shall review and approve all shop drawings.

- The DB will prepare and submit the Florida Department of Environmental Protection (FDEP) general collections system permit, Form 62-604.300(8)a, including the necessary supporting documentation. Permit fees to be paid for by the City.

- The DB will prepare and submit to the City of Bradenton an electrical permit for the lift station 8 relocation, including the necessary supporting documentation. Permit fees to be paid for by the City.

- Prepare a 100% submittal package and submit to the City for review, based on the comments received from the 90% review meeting. The 100% submittal package will include plans, specifications and final GMP.

Services Not Included

Any other services, including but not limited to the following, are not included in this Agreement:

- Design services associated with lift station 7 upgrades
- Design services associated with lift station 17 upgrades
- Design services associated with force main from LS 7
- Environmental Services
- Construction Phase Services
- Right of Entry Agreements
- Grant Compliance
- Property Rezoning or Comprehensive Plan Amendments
- Additional permits not included in the scope of services Task 4.0
- Permit Fees
- Landscape and Irrigation Design

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed by the DB at a negotiated price. Additional services the DB can provide include, but are not limited to, the following:

- Design services associated with lift station 7 upgrades
- Design services associated with lift station 17 upgrades
- Design services associated with force main from LS 7
- Environmental Services
- Construction Phase Services (to be included with the final construction GMP provided by the client to the City)
- Right of Entry Agreements
- Rezoning Property
- Grant Compliance
- Additional permits not included in the scope of services Task 4.0
- Landscape and Irrigation Design

Schedule

DB will perform the services as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule as noted below after the Notice to Proceed (NTP) is received:

Task	Duration (Weeks)
NTP	-
Hydraulic Technical Memorandum	6

60% Design	10
90% Design	8
100% Design	4

*The design schedule durations will start after the receipt of the NTP. The City will need to review the plans and specifications for each of the design submittals and provide comments within 1 week of the hydraulic tech memorandum, 60%, 90% and 100% design submittals in order to maintain the project schedule. If the City's comments are not received in a timely manner, the design schedule will be adjusted accordingly. GMP review and City Council approval time will need to be factored into the construction schedule, once established.

Fee and Expenses

DB will perform the services in Tasks 1- 5 for the total lump sum fee $1,103,271.30 below. Individual task amounts are informational only. All permitting fees, application fees, and similar project fees will be paid by DB through the contingency task. The DB lump sum fee has excluded all permit application fees.

Task	Description	Woodruff	Kimley - Horn	Total
1	Project Management / Meetings	$ 17,302.75	$ 61,885.00	$ 79,187.75
2	Data Collection / Hydraulic Analysis	$ 5,269.60	$ 90,791.95	$ 96,061.55
3	Survey & Geotechnical Engineering	$ 13,784.44	$ 181,888.70	$ 195,673.14
4	Design And Permitting	$ 32,132.95	$ 369,758.95	$ 401,891.90
5	Guaranteed Maximum Price	$ 39,825.00	$ -	$ 39,825.00
	Subtotal			**$ 812,639.33**
6	5% Contingency			$ 40,631.97
7	Material Procurement Allowance			$ 250,000.00
	Subtotal	**$ 108,314.73**	**$ 704,324.60**	**$ 1,103,271.30**

The material procurement allowance, is a provision to allow for the early procurement of long lead items such as pumps and control panels. The current lead time for lift station parts is approximately one year. The intent is the design of the pumps / control panels would be determined after the hydraulic tech memo. With the pump design established, either Woodruff & Sons or City could order the material while the remainder of the design is finalized. This material would be utilized during construction and construction phase service pricing would reflect a decreased price of the procured material. By ordering the material early, the majority of the lag time for material delivery is recognized during the design phase, and not during construction where it has the potential to impact the overall schedule.

Appendix B

8600 Hidden River Parkway
Suite 550
Tampa, FL 33637

813.977.6005 Tel
941.928.3421 Mob
vaengineering.com

V&A Project No. 26-0115

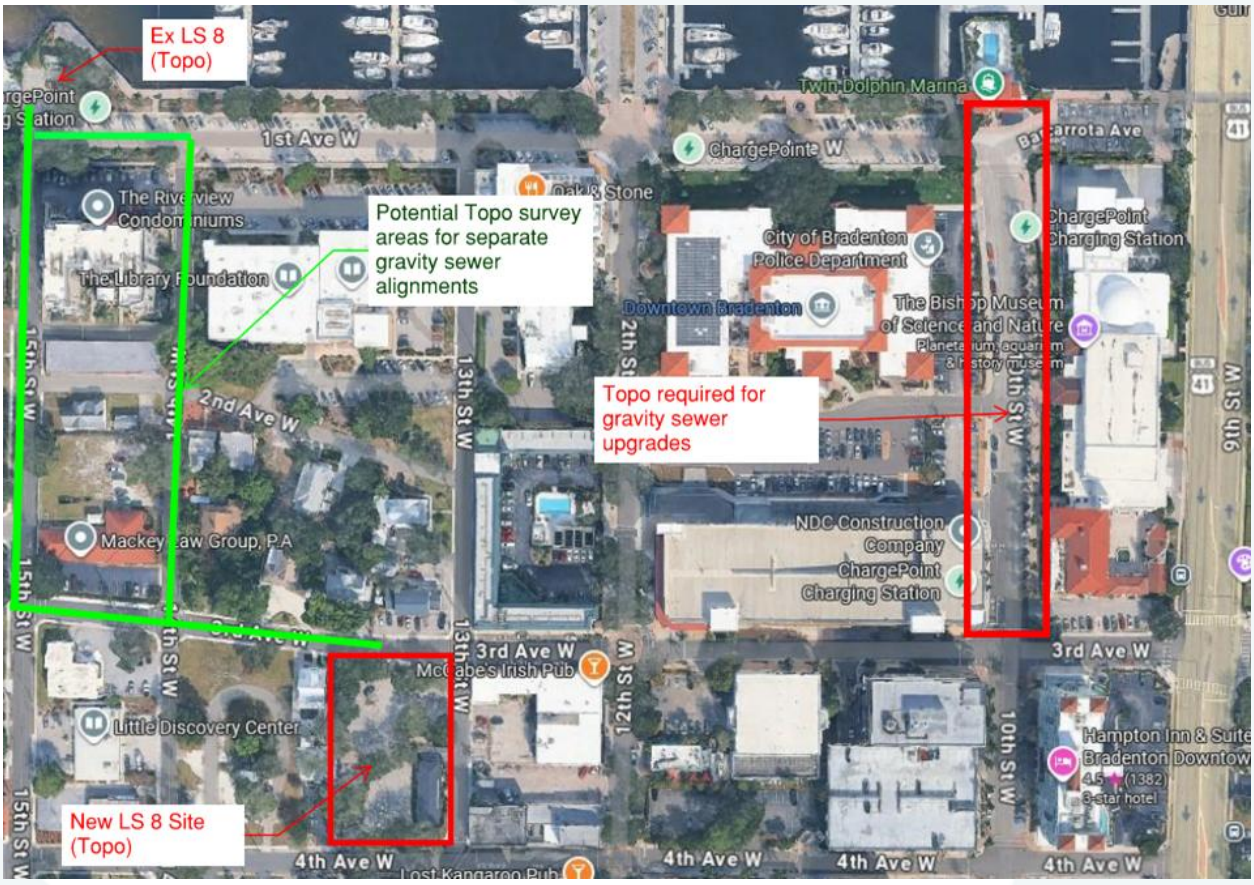
May 21, 2026

Mr. Mike Smego, P.E.
Kimley-Horn
200 Central Avenue, Suite 600
St Petersburg, FL 33701

Subject: City of Bradenton, Lift Station 8 DB Project
Proposal for Survey/SUE and Odor Control Engineering Services

Dear Mike:

Thank you for requesting a proposal for survey/SUE and odor control (OC) design services for the City of Bradenton (City), Lift Station 8 DB Project. The project involves abandoning the existing Lift Station (LS) 8 location near the Manatee River (at intersection of 1st Ave W & 15th St W) and constructing a new LS 8 on a 40ft x 40ft location on an upland parcel situated at the NW corner of the 4th Ave W & 13th St W intersection. The project also includes installation of a new gravity sewer to convey wastewater from the current LS 8 site to the new LS 8 site. Below figure offers details on project scope that you provided.



V&A Consulting Engineers (V&A) reviewed your May 18th, 2026, email that outlined the V&A scope of work Kimley-Horn (K-H) is requesting at this time for subject survey/SUE and OC related design services. Per your request, the following is our proposal and detailed scope of work for the subject services:

Scope of Work

Task | Description

1. **Project Management:** The objective of this task is to track and execute the project in accordance with the schedule, budget, and quality expectations that are established. This task includes the following project management work activities:
   a. Monitor project progress, including work completed, work remaining, budget expended, schedule, estimated cost of work remaining, and estimated cost at completion; manage activities within total project budget. Submit monthly invoices.
   b. Monitor project activities for potential changes and anticipate changes whenever possible; with approval, modify project tasks, task budgets, and approach to keep the overall project within budget and on schedule.
   c. Manage the quality of all work activities and project deliverables.
   d. Attend one (1) in-person project kick-off meeting, six (6) virtual project coordination meetings, and four (4) virtual internal design review meetings.

2. **Background Information Review:** V&A will review historical information on:

   a. Existing LS 8 survey, Record Drawings, odor complaints, and sulfide related testing.

   b. Record Drawings and GIS information for LS 8 gravity collection system.

   c. Existing survey, Geotech and underground utilities/structures for new LS 8 site.

   V&A survey manager and engineer will participate in a site reconnaissance visit with K-H.

3. **30% Odor Control Design:** V&A will work with K-H and the City to develop proposed vapor phase odor control (VPOC) system and liquid phase odor control (LPOC) system sizing and layout for the 30% design.

   To help establish VPOC system hydrogen sulfide (H_2S) design criteria basis, V&A will perform field testing at the existing LS 8 location that includes:

   a. One week of continuous H_2S monitoring of the wet well headspace.

   b. Grab sample testing of the wastewater for dissolved sulfide (DS), pH, oxidation-reduction potential (ORP), and temperature.

   c. Grab sample testing of wet well headspace for H_2S, mercaptans, and ammonia.

   d. Visual observation and ratings (using VANDA® scale) of wet well concrete and metallic condition and wastewater turbulence.

   In addition, V&A will provide input on the following:

   a. Wet well design factors that will minimize H_2S release from the wastewater.

   b. Materials of construction resistant to low pH conditions caused by H_2S in the headspaces of the wet well and upstream gravity pipe.

   c. FOG Technology Evaluation process, with focus on H_2S release impacts.

   V&A will document the above activity in a Technical Memorandum (TM) in WORD format for K-H to incorporate into preliminary engineering report (PER), and will review and comment on the draft PER prepared by K-H.

4. **60% & 90% Odor Control Design**. V&A will provide input to K-H on development of 60% and 90% design documents for the VPOC system and LPOC system incorporation into the LS 8 60% and 90% designs. This task includes the following activities by V&A:

a. Drawings:
   i. Provide general arrangement plan and section drawings for the VPOC & LPOC systems.
   ii. Provide P&IDs for both systems.
   iii. Provide input on site layout. duct system drawings, utilities, and chemical piping as prepared by K-H.
b. Specifications/Opinion of Probable Construction Cost (OPCC):
   i. Provide product technical specifications & OPCC for the selected VPOC system.
   ii. Review and provide input on specifications for odor control duct and appurtenances as prepared by K-H.
c. Coordinate with K-H on design elements provided by other disciplines such as civil, structural, electrical, instrumentation and controls, HVAC, and others in concert with the corrosion and odor control mitigation strategy. This includes a review of full draft 60% plans and technical specifications.
d. Internal Technical Review – Perform internal quality review on Task 4 Deliverables.
e. Address 60% & 90% Design Comments - Receive, review, and address up to one round of comments on the 60% & 90% design submittals.

5. **Existing LS 8 Gravity Sewer Collection System Survey**: A survey of the exiting sanitary manholes within the collection area of Lift Station 08 (as depicted in yellow portion of below figure) shall include x, y, and z values of the manholes, invert elevations, pipe material, and size. Horizontal coordinates values will be based upon State Plane Coordinates NAD 1983(2011) and vertical values on NAVD88 as published by City of Bradenton Bench Mar Data Sheets. Deliverables shall consist of a Map of Survey prepared in AutoCAD Civil 3D 2020. Final submittal shall also include signed and sealed drawings by a Professional Surveyor responsible for the charge.



6. **Post PER Topographic Surveys:** V&A will perform topographic surveys for the following four areas (as shown in figure on page 1 of this proposal) as follows:
   a. Finalized gravity sewer route from existing LS 8 to new LS 8 location. A route survey from right of way line to right of way line including all observed improvements will be depicted on the Map of Survey.
   b. Existing LS 8 site. Topography survey to include all observed improvements within the existing lift station will be depicted on the Map of survey.
   c. New LS 8 site. A topographic survey AND a boundary survey of the proposed site will include all observed improvements on the Map of Survey.
   d. Gravity sewer upgrades along 10th St W. A route survey from right of way line to right of way line including all observed improvements will be depicted on the Map of Survey.

   All Map of Surveys deliverables shall be prepared in AutoCAD Civil 3D 2020. Final submittal shall also include signed and sealed drawings by a Professional Surveyor in responsible charge. The order of deliverables to be determined by K&H at a later date.

7. **Subsurface Utility Location:**

   Prepare 25 ASCE Level A locations at locations identified by K&H. Deliverables include Test Hole Data Reports, Test Hole Photos, and x,z,y coordinates. Test Holes will be incorporated into the appropriate Map of survey.

Any changes to the following assumptions, exclusions and limitations, or proposed schedule may necessitate an adjustment to the proposed fee.

Assumptions

The following is a list of additional assumptions used to develop V&A's scope of work.

- V&A will submit monthly invoices in electronic format via email. Time spent submitting the invoice via a different method may incur additional charges.
- V&A assumes the work will start in the third quarter of 2026.
- No prevailing wage criteria applies.
- Not responsible for showing ANY Gravity Sewer, Storm drain, or any other small service lines and/or hose bib connections, underground storage tanks, or septic systems within the project limits.
- Items not specially listed in scope of services are NOT included.

Fee Proposal

V&A proposes to complete this work on a lump sum basis at a total cost not to exceed **$166,272** with terms of Net 15 days (Pay When Paid payment terms dependent on timely processing of V&A's submitted invoice). This fee is valid for 60 days from the date of this proposal (after which the total cost may be adjusted to reflect annual updates to the attached Fee Schedule). The scope of work was developed as a result of our discussions and represents our mutual understanding.

If unforeseen circumstances should arise which indicate that more work is required, V&A will provide a written estimate of additional required work and cost. The attached Resource Allocation Estimate will serve as the basis for developing future cost estimates. V&A will not proceed with work beyond the not-to-exceed figure without written authorization from your office.

We are prepared to begin work on your project upon receiving written approval, a notice to proceed (NTP), or a purchase order from your office.

On behalf of our staff and myself, I would like to thank you for the opportunity to be of service to you, Kimley-Horn, Woodruff & Sons, and City of Bradenton. We look forward to working with you.

Sincerely,
V&A Consulting Engineers, Inc.



David Hunniford, P.E.(FL)
Client Services Manager

Resource Allocation Estimate

JOB NO: 26-0115 5/21/2026

CLIENT: Kimley Horn

PROJECT NAME: LS 8 DB

Task	Description	Principal-in-Charge	Senior Project Manager	Senior Professional Land Surveyor	Project Engineer	Graduate Engineer	CAD Designer	Survey Manager	Survey Technician	Project Admin.	Total Labor Hours	Subtotal Labor Cost	Subtotal ODC	Total Labor Cost and ODC by Task
1	Project Management		18	19	8	4		4		7	60	$ 13,451.00		$ 13,451.00
2	Background Information Review		4	3	3	2		7			19	$ 3,832.00		$ 3,832.00
3	30% Odor Control Design	1	12		19	29	9				70	$ 13,577.00	$ 850.00	$ 14,427.00
4	60% & 90% Odor Control Design	1	14		24	22	8				69	$ 13,948.00		$ 13,948.00
5	Existing LS 8 Gravity Sewer Survey		4	13			30	130	130	5	312	$ 43,323.00	$ 2,250.00	$ 45,573.00
6	Post PER Survey		8	18			20	100	92	5	243	$ 35,454.00	$ 3,125.00	$ 38,579.00
7	Subsurface Utility Location			20			20	100	96	5	241	$ 34,212.00	$ 2,250.00	$ 36,462.00
	Subtotal Direct Labor Hours	2	60	73	54	57	87	341	318	22	1014			
	Hourly	$ 312.00	$ 278.00	$ 257.00	$ 212.00	$ 156.00	$ 153.00	$ 143.00	$ 117.00	$ 96.00				
	Subtotal Direct Labor Cost	$ 624.00	$ 16,680.00	$ 18,761.00	$ 11,448.00	$ 8,892.00	$ 13,311.00	$ 48,763.00	$ 37,206.00	$ 2,112.00		$ 157,797.00	$ 8,475.00	$ 166,272.00
Other Direct Costs		**Unit Cost**	**Units**	**No. of Units**									**Subtotal ODC**	
	4G H2S Monitor	$ 300.00	per week	1									$ 300.00	
	Grab Sampling Equipment	$ 150.00	per event	2									$ 300.00	
	Truck	$ 125.00	per day	63									$ 7,875.00	
	Subtotal Other Direct Costs												$ 8,475.00	
GRAND TOTAL ESTIMATED COST														**$ 166,272.00**

UES
1748 Independence Blvd Suite B-1
Sarasota, Florida, 34234
941.358.7410 | TeamUES.com

May 20, 2026

Kimley-Horn and Associates
200 Central Avenue
St. Petersburg, FL 33701

Attention: Mike Semago

RE: **PROPOSAL TO PROVIDE GEOTECHNICAL SERVICES**
Proposed New Lift Station 8 and Gravity Sewer Replacement
1st Avenue West and 10th Street West
City of Bradenton, Manatee County; FL
UES Project Number: A26148.01419.000

UES Professional Solutions, LLC (UES) appreciates this opportunity to submit this proposal to provide geotechnical services at the above referenced project. Our understanding of this project with our proposed scope of services and cost estimates, are presented below.

PROJECT DESCRIPTION

The project under consideration involves the design of a new lift station and the replacement of a gravity sewer located in the City of Bradenton, FL. An aerial plan showing the project locations was provided to us. We were also provided with the project requirements.

The purpose of our services is to explore and evaluate the soil conditions with respect to the planned design and provide recommendations to aid in groundwater considerations, and soil design parameters.

If this information is incorrect, please contact UES so that we modify our proposal, if necessary.

SCOPE OF SERVICES

Based upon your request and our current understanding of the project, we have included the following scope of services for the project.

- Contact the local underground utility clearance agency prior to beginning the field exploration
- Perform GRP for underground utilities
- Six (6) SPT borings to a depth of 50 feet below grade for the following:
  - One (1) boring near the existing lift station
  - One (1) boring near the new station
  - Four (4) borings for the proposed runs- Streets: 10th, 14th, 15th, and 3rd (one boring on each street)
- MOT
- All boring locations will be backfilled/grouted to grade upon work completion

Standard Penetration Test (ASTM D 1586) will be performed in the boring continuous to a depth of 10 feet and at five feet intervals to the boring termination. Our field representative will visually classify the soil samples at each test interval and place them in clean containers which are labeled for future identification. Groundwater levels will be obtained in the boring upon initial encounter.

The soil samples will be transported to our laboratory for visual classification testing, and to evaluate the pertinent engineering properties. At the completion of the field and laboratory testing services we will prepare a report under the direction of a registered professional engineer which contains the following information at a minimum:

- Soil boring logs and visual soil classifications
- Existing groundwater levels
- Soil Design Parameters
- Laboratory testing results

SCHEDULE

Based upon our current schedule at the time of this proposal, we anticipate completing the field exploration and laboratory testing program and issuing a geotechnical report within 4 to 5 weeks upon receipt of written authorization to proceed. Preliminary findings can be provided via email prior to the release of the final report upon completion of the field and laboratory testing program to expedite your civil engineering design schedule.

FEE

UES is prepared to perform the geotechnical exploration for the total fee of **$15,400.00.**

Enclosed you will find our Work Authorization/Proposal Acceptance Form. If you wish for us to proceed, please have the party responsible for payment sign the appropriate space on the Work Authorization/Proposal Acceptance Form and return one copy to us.

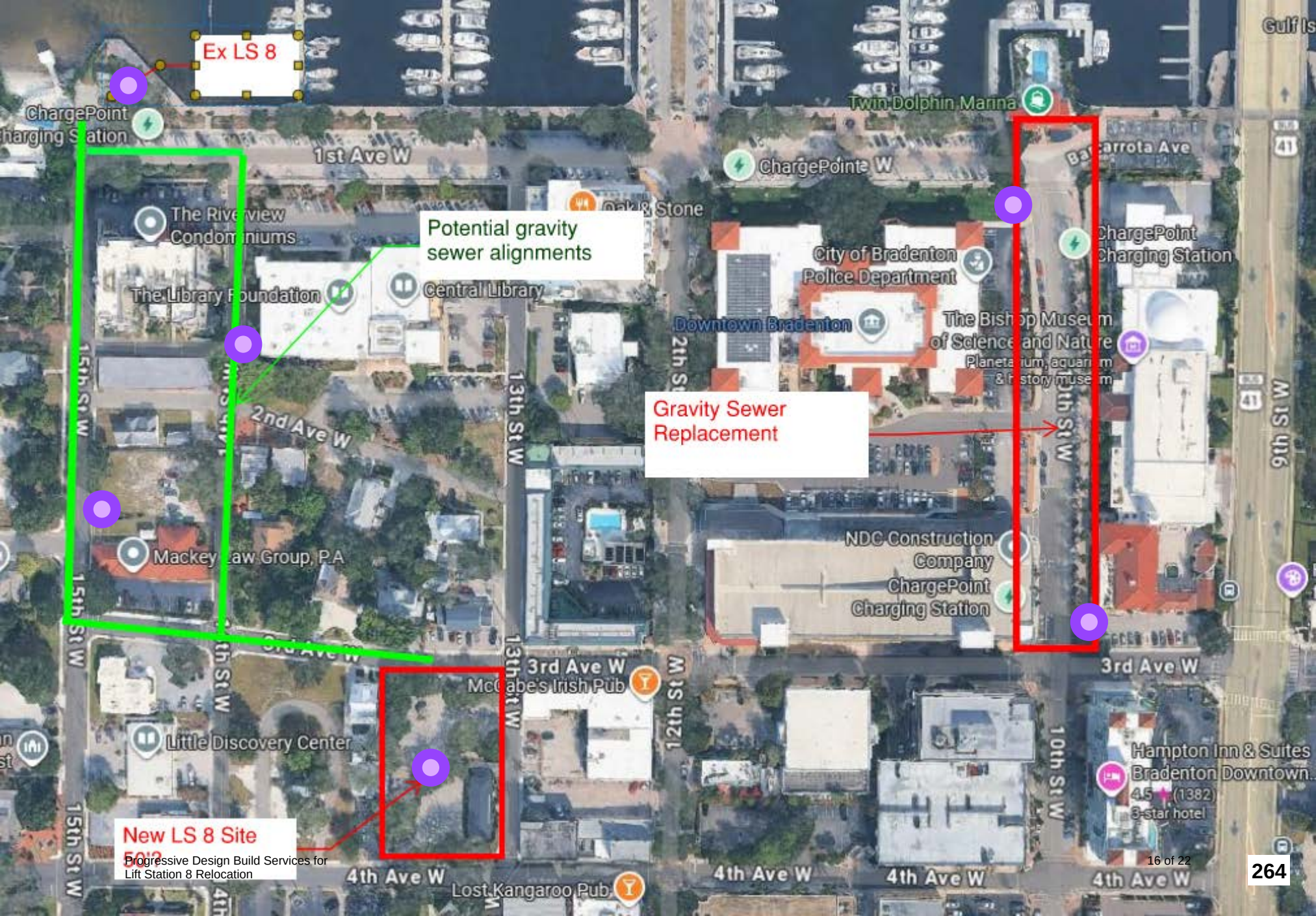
UES Professional Solutions, LLC appreciates this opportunity to offer our services, and we are looking forward to the assignment. Please call if you have any questions.

Sincerely,

UES PROFESSIONAL SOLUTIONS, LLC

Yudelsy Epler
Project Engineer

Robert Gomez, P.E.
Regional Manager


Ex LS 8
Potential gravity sewer alignments
Gravity Sewer Replacement
New LS 8 Site
1st Ave W
2nd Ave W
3rd Ave W
4th Ave W
15th St W
13th St W
12th St W
10th St W
9th St W
Twin Dolphin Marina
ChargePoint Charging Station
The Riverview Condominiums
The Library Foundation
Central Library
City of Bradenton Police Department
Downtown Bradenton
Mackey Law Group, P.A
NDC Construction Company
McGabe's Irish Pub
Little Discovery Center
Hampton Inn & Suites Bradenton Downtown
Lost Kangaroo Pub

Create • Communicate • Connect

Summary of Task Descriptions

Progressive Design-Build Services

For

Lift Station 8 Relocation &
Collection System Improvements (Phase 1)
City of Bradenton

Design Phase (7 Months)

Prepared by:

The Valerin Group, Inc. (Valerin)
13014 N. Dale Mabry Highway
#820
Tampa, FL 33618

Submitted: 5/26/2026

SCOPE OF SERVICES FOR PUBLIC ENGAGEMENT | COMMUNITY OUTREACH SERVICES
Lift Station 8 Relocation & Collection System Improvements (Phase 1)

Community Outreach Services
The Valerin Group, Inc. (Valerin) will provide proactive, transparent, and responsive public engagement and community outreach communications with property and business owners, residents, tenants and other interested parties regarding the Lift Station 8 Relocation and Collection System Improvements to be constructed in the City of Bradenton's downtown area. Public engagement and community outreach efforts during the design phase will include the following:

Stakeholder Database | Communications Log
Valerin will identify impacted property and business owners, residents, and tenants for the development of a stakeholder database and communications log. In addition, the database will include city and county government officials, local law enforcement, emergency management services, fire and rescue, schools, hospitals, homeowner associations, local chambers of commerce, Manatee County Area Transit (MCAT) (if applicable), and other interested parties. Information contained in the database/communications log will include contact information as well as documentation of all correspondence with stakeholders. The database will be maintained and updated throughout the duration of the project.

Project Contact Phone Number | Email Address
Valerin will establish a project phone contact number and email address that will be monitored during the project. The contact information will be included on all notifications, collateral, and project communication materials.

Project Collateral
Valerin will develop the following collateral for the design phase of the project. All collateral will be in "plain language" and will be ADA compliant for placement on the project website.

- Fact Sheet with QR Code (including contact information)
- Initial Notification (preliminary activities such as survey and geotechnical services)
- Frequently Asked Questions (FAQs)

All deliverables will be provided to the City for review and approval prior to distribution.

Public Information Meeting (In-Person)
Valerin will work with the City to coordinate and facilitate one (1) in-person public meeting to be held in an open house format *(no formal presentation)* at approximately 60% design plans, to engage the public about the improvements associated with the project. Valerin will perform the following tasks for the implementation of the meeting:

- Identifying an ADA compliant meeting facility
- Researching local agency calendars to ensure no conflict with public meeting date/time

- Preparing and printing of public meeting collateral (fact sheet, meeting notification, press release, project information content for posting to the City's social media platforms, name badges, sign-in sheets, comment forms, etc.)
- Performing mail out of notifications regarding public meeting
- Creating one (1) 24" x 36" foam core Title VI board and one (1) 24" x 36" Welcome board
- Coordinating with the Design-Build Team regarding 36" x 48" foam boards/exhibits to display at the meeting such as:
    - Project Location
    - Project Overview
    - Benefits
    - Maintenance of Traffic (MOT)
    - What to Expect During Construction
    - Cost & Schedule
- Attending the public meeting with the appropriate number of staff to assist with setup/tear-down, staffing sign-in table(s), and assisting attendees
- Preparing a meeting summary following the public meeting.

Other Public Engagement & Outreach Activities
Valerin will perform regular public engagement and community outreach activities that include the following:

- Participating in regular progress meetings via Teams
- Developing and distributing door hanger notifications prior to early on-site investigations such as survey, geotechnical, etc.
- Monitoring the project phone number and email address and responding to inquiries and concerns

Project Management
Project management duties related to public engagement and outreach services include contract administration, oversight of assigned staff, schedule and budget, coordination of tasks, and QC/review of deliverables prior to submitting to the City for final approval.

TOTAL FEE (7-MONTH PERIOD): $26,980

Kimley»Horn

ATTACHMENT 2 - HOURLY FEE SCHEDULE

Project Name: LS 8 - City of Bradenton
Project Number:
Date Prepared: 5/22/2026
Estimated By: Michael Semago, PE

Task # Subtask ID Number	Task Name Subtask Name/Description	Principal 375.0	Senior Project Manager 350.0	Project Manager 275.0	Senior Project Engineer 230.0	Project Engineer 165.0	Senior Designer 120.0	Administrative Assistant 85.0	Labor Total	Other Direct Cost	Subcons Cost	Subcons Cost Markup 5%	Total Fee
1	**Project Management/Meetings**												
	Kick Off Meeting			4		4			$ 1,760.00	$ 50.00			$ 1,810.00
	Design Build Project Management/Coordination		4	24				30	$ 10,550.00				$ 10,550.00
	Internal Project Virtual Meetings			15		30			$ 9,075.00				$ 9,075.00
	Biweekly Design Meetings			40		70			$ 22,550.00				$ 22,550.00
	Hydraulic Analysis Workshop			8		8			$ 3,520.00	$ 50.00			$ 3,570.00
	60% Design Workshop			8		8			$ 3,520.00	$ 50.00			$ 3,570.00
	60% GMP Review Meeting			4		4			$ 1,760.00	$ 50.00			$ 1,810.00
	90% Design Workshop			8		8			$ 3,520.00	$ 50.00			$ 3,570.00
	Final GMP Review Meeting			4		4			$ 1,760.00	$ 50.00			$ 1,810.00
	100% Design Workshop			8		8			$ 3,520.00	$ 50.00			$ 3,570.00
	Subtotal (Hours)	0	4	123	0	144	0	30					
	Subtotal (Dollars)	$0	$1,400	$33,825	$0	$23,760	$0	$2,550	$ 61,535.00	$ 350.00	$ -	$ -	$ 61,885.00
2	**Data Collection/Hydraulic Analysis**												
	Wastewater Development and Pump Runtime Coordination with City			12	8	16			$ 7,780.00				$ 7,780.00
	Pump Runtime Data Analysis			8	24	12			$ 9,700.00				$ 9,700.00
	Create Hydraulic Model		2	10	32	24			$ 14,770.00				$ 14,770.00
	Draw Down Testing/Site Visit			8		16			$ 4,840.00	$ 100.00			$ 4,940.00
	Alternative Anlaysis		1	4	8	20			$ 6,590.00				$ 6,590.00
	Odor Control			4		6			$ 2,090.00		$ 18,259.00	$ 912.95	$ 21,261.95
	Draft Technical Memorandum		2	10	20	60			$ 17,950.00				$ 17,950.00
	Final Technical Memorandum			8	10	20			$ 7,800.00				$ 7,800.00
	Subtotal (Hours)	0	5	64	102	174	0	0					
	Subtotal (Dollars)	$0	$1,750	$17,600	$23,460	$28,710	$0	$0	$ 71,520.00	$ 100.00	$ 18,259.00	$ 912.95	$ 90,791.95
3	**Survey and Geotechnical Engineering**												
	Basin 8 Gravity Sewer Survey			4		2		2	$ 1,600.00		$ 45,573.00	$ 2,278.65	$ 49,451.65
	Gravity Route and Lift Station Survey			4		2		2	$ 1,600.00		$ 38,579.00	$ 1,928.95	$ 42,107.95
	SUE			6		3		2	$ 2,315.00		$ 36,462.00	$ 1,823.10	$ 40,600.10
	Geotechnical Engineering			6		2		2	$ 2,150.00		$ 15,400.00	$ 770.00	$ 18,320.00
	Public Outreach			4		12			$ 3,080.00		$ 26,980.00	$ 1,349.00	$ 31,409.00
	Subtotal (Hours)	0	0	24	0	21	0	8					
	Subtotal (Dollars)	$0	$0	$6,600	$0	$3,465	$0	$680	$ 10,745.00	$ -	$ 162,994.00	$ 8,149.70	$ 181,888.70
4	**Design and Permitting**												
	Sunshine 811 - Utility Coorindation			6		12	24		$ 6,510.00				$ 6,510.00
	Record Drawing Review			2		8	16		$ 3,790.00				$ 3,790.00
	Site Visits				10	10			$ 3,950.00	$ 150.00			$ 4,100.00
	60% Design Submittal												
	LS 8 Design												
	Civil Plans		4	20		36	40		$ 17,640.00				$ 17,640.00
	Mechanical Plans			12	20	50			$ 16,150.00				$ 16,150.00
	Structural Plans		12	8	24		48		$ 17,680.00				$ 17,680.00
	Odor Control			4		4			$ 1,760.00		$ 13,699.50	$ 684.98	$ 16,144.48
	Electrical/I&C		20	8	40		34		$ 22,480.00				$ 22,480.00
	Details			6	8	16	22		$ 8,770.00				$ 8,770.00
	Gravity/Force Main Improvements												
	Plan and Profiles			20	12	60	120		$ 32,560.00				$ 32,560.00
	Details			4		8	20		$ 4,820.00				$ 4,820.00
	60% QA/QC	4	8	12					$ 7,600.00				$ 7,600.00
	60% Design Specifications		2	4	8	24			$ 7,600.00				$ 7,600.00
	60% GMP Support/Shop Drawing Review		8	24	36	40			$ 24,280.00				$ 24,280.00
	90% Design Submittal												
	LS8 Design								$ -				$ -
	Civil Plans			8		36	40		$ 12,940.00				$ 12,940.00
	Mechanical Plans			12	20	34			$ 13,510.00				$ 13,510.00
	Odor Control			4		4			$ 1,760.00		$ 13,699.50	$ 684.98	$ 16,144.48
	Structural Plans		8	8	20		32		$ 13,440.00				$ 13,440.00
	Electrical/I&C		20	4	36		24		$ 19,260.00				$ 19,260.00
	Details		2	4		6	10		$ 3,990.00				$ 3,990.00
	Gravity/Force Main Improvements								$ -				$ -
	Plan and Profiles			10	6	20	60		$ 14,630.00				$ 14,630.00
	Details			4		2	10		$ 2,630.00				$ 2,630.00
	90% Design Specifications		1	2	4	20			$ 5,120.00				$ 5,120.00
	90% QA/QC	2	4	10					$ 4,900.00				$ 4,900.00
	Final GMP Support/Shop Drawing Review		6	16	24	32			$ 17,300.00				$ 17,300.00
	FDEP Permits			8		20	36		$ 9,820.00				$ 9,820.00
	City of Bradenton Electrical Permit		4	8		12			$ 5,580.00				$ 5,580.00

Kimley»Horn

ATTACHMENT 2 - HOURLY FEE SCHEDULE

Project Name: LS 8 - City of Bradenton
Project Number:
Date Prepared: 5/22/2026
Estimated By: Michael Semago, PE

Task # Subtask ID Number	Task Name Subtask Name/Description	Principal 375.0	Senior Project Manager 350.0	Project Manager 275.0	Senior Project Engineer 230.0	Project Engineer 165.0	Senior Designer 120.0	Administrative Assistant 85.0	Labor Total	Other Direct Cost	Subcons Cost	Subcons Cost Markup 5%	Total Fee
	100% Design Submittal		12	40	36	50	72		$ 40,370.00				$ 40,370.00
	Subtotal (Hours)	6	111	268	304	504	608	0					
	Subtotal (Dollars)	$2,250	$38,850	$73,700	$69,920	$83,160	$72,960	$0	$ 340,840.00	$ 150.00	$ 27,399.00	$ 1,369.95	$ 369,758.95
								Project Total	**$ 484,640.00**	**$ 600.00**	**$ 208,652.00**	**$ 10,432.60**	**$ 704,324.60**

CONTRACT 26-028EJ PROGRESSIVE DESIGN BUILD LIFT STATION 8
EXHIBIT C - SCOPE OF WORK & HOURLY RATES

WOODRUFF & SONS INCORPORATED Contractors

Woodruff Hourly Fee Schedule
LS 8 City of Bradenton

Task #	Task	Principal	Project Manager	Estimator	Superintendent	Safety Director	Field Crew	Administration	Kimley- Horn Mark Up	Totals
		$270	$190	$175	$125	$115	$250	$55	5%	
1	**Project Management / Meetings**									
	Kickoff Meeting		1	1	1					$490.00
	Progress Meetings		20	20	20					$9,800.00
	Hydraulic Analysis		2	2	2					$980.00
	60% Design Workshop		2	2	2					$980.00
	90% Design Workshop		2	2	2					$980.00
	100% Design Workshop		2	2	2					$980.00
	Subtotal (Dollars)								$ 3,092.75	*$17,302.75*
2	**Data Collection / Hydraulic Analysis**		2	2						$730.00
	Subtotal (Dollars)								$ 4,539.60	$5,269.60
3	**Survey & Geotechnical Engineering**									
	Surveying		2	2			5			$1,980.00
	Geotechnical Testing		2	2						$730.00
	Public Relations		5	1	1					$1,250.00
	Odor & Corrosion Control		2	2						$730.00
	Subtotal (Dollars)								$ 9,094.44	*$13,784.44*
4	**Design And Permitting**									
	Sunshine 811 - Utility Coordination		1			1				$305.00
	Record Drawing Review		3	5	3					$1,820.00
	Site Visits	2	5	5	5	3				$3,335.00
	60% Design Submittal		5	5	5	1				$2,565.00
	90% Design Submittal		5	5	5	1				$2,565.00
	Permits		2					2		$490.00
	100% Design Submittal		5	5	5	1				$2,565.00
	Subtotal (Dollars)								$ 18,487.95	*$32,132.95*
5	**Guaranteed Maximum Price**									
	60% ROM	5	30	60	20			2		$20,160.00
	90% GMP	5	30	40	10			2		$15,410.00
	100% GMP	1	5	5				2		$2,205.00
	Project Schedule	1	5	3	2			1		$2,050.00
	Subtotal (Dollars)								$ -	*$39,825.00*
	Subtotal (Hours)	14	138	171	85	7	5	9		
	Subtotal (Dollars)	$3,780	$26,220	$29,925	$10,625	$805	$1,250	$495	$35,215	**$108,314.73**

CONTRACT 26-028EJ PROGRESSIVE DESIGN BUILD LIFT STATION 8
EXHIBIT D – INSURANCE REQUIREMENTS

1. The Design-Build Firm shall obtain and maintain such insurance as will protect it from: (1) claims under workers' compensation laws, disability benefit laws, or other similar employee benefit laws; (2) claims for damages because of bodily injury, occupational sickness or disease or death of its employees including claims insured by usual personal injury liability coverage; (3) claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees including claims insured by usual personal injury liability coverage; and (4) from claims for injury to or destruction of tangible property including loss of use resulting there from -- any or all of which claims may arise out of, or result from, the services, Work and operations carried out pursuant to and under the requirements of the Contract Documents, whether such services, Work and operations be by the Design-Build Firm, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

2. This insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

3. The Design-Build Firm shall require, and shall be responsible for ensuring throughout the time the Agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

4. The Design-Build Firm shall obtain, have and maintain during the entire period of the Agreement insurance policies, which contain the following information and provisions:
    a. The name and type of policy and coverages provided;
    b. The amount or limit applicable to each coverage provided;
    c. The date of expiration of coverage;
    d. The designation of the City as an additional insured and a certificate holder (This requirement may be excepted for workers' compensation and professional liability Insurance);
    e. The following clause must appear on the Certificate of Insurance:

5. Should any material change occur in any of the above described policies or should any of said policies be canceled before the expiration date thereof, the issuing company shall mail at least thirty (30) days' written notice to the City.

6. If the initial, or any subsequently issued Certificate of Insurance expires prior to the completion of the Work or termination of the Agreement, the Design - Build Firm shall furnish to the City, in triplicate, renewal or replacement Certificate(s) of Insurance not later than thirty (30) days prior to the date of their expiration. Failure of the Design-Build Firm to provide the City with such renewal certificate(s) shall be considered justification for the City to terminate the Agreement

7. Design-Build Firm shall include the City, the City's agents, officers and employees in the Design-Build Firm's General Liability and Automobile Liability policies as additional insureds.

8. If the City has any objection to the coverage afforded by other provisions of the insurance required to be purchased and maintained by Design-Build Firm in accordance with the requirements of the Contract Documents on the basis of its not complying with the Contract Documents, the City shall notify Design-Build Firm in writing thereof within thirty (30) days of the delivery of such certificates to the City. Design-Build Firm shall provide to the City such additional information with respect to its insurance as may be requested.

9. The Design-Build Firm shall obtain and maintain the following insurance coverages as provided hereinbefore, and in the type, amounts and in conformance with the following minimum requirements:

10. Minimum Insurance Requirements: The City in no way represents that the insurance required is sufficient or adequate to protect the Vendor's interest or liabilities. The following are the required minimums the Vendor must maintain throughout the duration of this Contract. The City reserves the right to request additional documentation regarding insurance provided.

    a. Commercial General Liability - Coverage shall apply to premises and/or operations, products and completed operations, independent Design-Build Firms, and contractual liability exposures with minimum limits of

        General Aggregate:
        Products/Completed Operations Aggregate $1,000,000
        Personal and Advertising Injury $1,000,000
        Each Occurrence $1,000,000
        Fire Damage (Any One Fire) $Nil
        Medical Expense (Any One Person) $Nil

    b. Business Auto Liability - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

        Each Occurrence Bodily Injury and
        Property Damage Liability Combined $300,000
        Annual Aggregate (if applicable) $1,000,000

    c. Workers' Compensation - Statutory benefits as defined by Chapter 440, Florida Statutes, encompassing all operations contemplated by this Contract or Agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers' Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

        $100,000 per accident
        $500,000 disease limit

$100,000 disease – policy limit

d. Builders Risk Insurance - This coverage will be provided by all Design-Build Firms involved in the construction of a new building, or the improvement, alteration or renovation of an existing structure with project value of $500,000 or more. This coverage should be considered automatic on projects involving new construction or major additions to existing structures and in addition to the general liability and workers' compensation requirements found in this manual. Coverage shall include, but not be limited to

   i. Storage and transport of materials, equipment, supplies of any kind whatsoever to be used on or incidental to a resulting contract;

   ii. Theft coverage;

   iii. Waiver of Occupancy clause endorsement;

   iv. Limits of insurance to equal 100% of the insurable completed agreement amount of such additions, or structures, on an agreed amount/replacement cost basis;

   v. Maximum deductible clause of $50,000 each claim.

e. Errors and Omissions - Coverage shall include professional liability insurance to cover claims arising out of negligent acts, errors or omissions of professional advice or other professional services.

$1,000,000 combined single limit of bodily injury and property damage

ADDITIONAL INSURED: The City of Bradenton, a political subdivision of the State of Florida, shall be specifically named as additional insured on the Commercial General Liability Policy, Business Auto Policy, and Professional Liability Policy.

Miscellaneous Insurance

All other types of insurance as required by the scope of work or specifications.

Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the Contract. A certificate of insurance will be provided to the City for review and approval. The certificate shall provide for the following

   a. The certificate holder shall be:
   The City of Bradenton, A political subdivision of the State of Florida
   101 Old Main Street
   Bradenton, FL 34205-7865

   b. Certificate shall be mailed to:
   The City of Bradenton

101 Old Main Street
Bradenton, FL 34205
Attn: Purchasing

2. "The City of Bradenton, a political subdivision of the State of Florida, its agents, employees, and public officials" will be named as an "Additional Insured" on the General Liability policy, including Products and Completed Operations coverage.

Certificates of Insurance and Copies of Policies

Certificates of Insurance in triplicate evidencing the insurance coverage specified herein shall be filed with the Purchasing Division before services begin. The required certificates of insurance shall name the types of policy, policy number, date of expiration, amount of coverage, companies affording coverage, and also shall refer specifically to the Agreement. All insurance policies required herein shall be issued by companies that are authorized to do business under the laws of the State of Florida and hold an A.M. Best rating of A- or better. Insurance, as specified herein, shall remain in force and effect for the duration of the Agreement, including any warranty periods.

Complete Policies:

The entire and complete insurance policies required herein shall be provided to the City on request. If the initial insurance expires prior to the completion of services by the awarded Offeror, renewal certificates of insurance and required copies of policies shall be furnished by the awarded Offeror and delivered to the Purchasing Official thirty (30) days prior to the date of their expiration. Nothing herein shall in any manner create any liability of the City in connection with any claim against the awarded Offeror for labor, services, or materials, or of subcontractors; and nothing herein shall limit the liability of the awarded Offeror or its sureties to the City, or to any workers, suppliers, material men or employees in relation to the resulting contract.

By way of its execution of the resulting contract, awarded Offeror:

A. Represents that awarded Offeror maintains, and will maintain during the term of the resulting contract, insurance coverage from responsible companies duly authorized to do business in the State of Florida and deemed acceptable to the City; and

B. Agrees that insurance should not be cancelled without thirty (30) days' notice to the City and must be endorsed to provide same. Failure of the awarded Offeror to obtain and maintain proper amounts of insurance at all times as called for herein shall constitute a material breach of the resulting contract, which may result in immediate termination.

AGENDA ITEM NO. 6.n

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: June 10, 2026

SUBMITTED BY: Marcus Kerber, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Fourth Contract Extension of PB-22-042MK with Biosafe Systems, Inc.

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City and BioSafe Systems, LLC agree to utilize the final one-year renewal and extend the Contract to July 20, 2027.

FINANCIAL IMPACT:
Funded by account 40253320 552900.

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed and edited by Attorney Rudacille.

SUGGESTED MOTION:
Motion to approve Fourth Contract Extension of PB-22-042MK with Biosafe Systems, Inc.

ATTACHMENTS:
Fourth Contract Extension of PB-22-042MK with Biosafe Systems, Inc.

Fourth Contract Extension of PB-22-042MK between Biosafe Systems, LLC and the City of Bradenton

This FOURTH CONTRACT EXTENSION of PB-22-042MK (the "Extension"), is made this 10th day of June 2026, between the CITY OF BRADENTON (hereinafter referred to as "City"), a municipal corporation of the State of Florida located at 101 Old Main Street, Bradenton, Florida 34205, and BIOSAFE SYSTEMS, LLC, a foreign limited liability company (hereinafter referred to as "Contractor"), with a principal office located at 7901 4th Street N., Suite 300, St. Petersburg, Florida 33702.

WITNESSETH:

WHEREAS, the City and Contractor entered into PB-22-042MK (the "Contract") on July 20, 2022, whereby Contractor was to provide the City with sodium percarbonate algaecide;

WHEREAS, the Contract with the City provided for an initial one-year term, through July 20, 2023, with the option to renew for four (4) additional one-year periods;

WHEREAS, the Parties have used three of the four additional one-year renewal periods to extend the term of the Contract to July 20, 2026;

WHEREAS, the Parties desire to utilize the fourth of four additional one-year renewal periods to extend the Contract to July 20, 2027;

WHEREAS, the City and the Contractor desire to make certain amendments to the Contract as indicated herein;

WHEREAS, the City and the Contractor desire that except as amended by the terms of this Extension, all other terms, covenants and conditions of the Contract, and the rights and obligations of the City and the Contractor, shall remain in full force and effect and are hereby ratified and affirmed.

NOW, THEREFORE, the City and the Contractor, for and in consideration of the provisions, mutual promises, covenants and conditions hereinafter set forth or recited, agree as follows:

1. **Recitals**. The recitals in the WHEREAS clauses are incorporated by reference and made a part of this Extension.
2. **Amendments to the Contract**. The following provisions are hereby added to the Contract as follows, and such additional terms shall prevail over conflicting provisions of the Contract:
   a. Term. The Contract is hereby extended an additional one-year term, and the Contract shall now expire on July 20, 2027.
3. **Affirmation**. Except as amended by the terms of this Extension, all other terms, covenants and conditions of the Contract, and the rights and obligations of the City and

the Contractor thereunder, shall remain in full force and effect and are hereby ratified and affirmed.

4. **Counterparts**. This Extension may be executed in separate counterparts by the parties as may be deemed necessary and convenient, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. A party's original signature on the Extension hereto may be provided by facsimile or scanned and e-mailed and shall be effective upon transmission to the other party hereto.

IN WITNESS WHEREOF, the parties hereto accepted, made, and executed this Extension, upon the terms and conditions above stated, this 10th day of June, 2026.



05/27/2026

Thomas Warmuth, as LPM Divsion Mgr. — Date
Biosafe Systems, LLC

Gene Brown — Date
Mayor, City of Bradenton

Erin Jones Digitally signed by Erin Jones Date: 2026.06.02 16:07:20 -04'00' — 06/02/2026

Erin Jones, NIGP-CPP, CPPO, CPPB, FCCM, — Date
Purchasing Manager, City of Bradenton

AGENDA ITEM NO. 7.a

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: June 10, 2026

SUBMITTED BY: Hannah Gordon, Planning & Community Development

ITEM TYPE: Resolution

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: **Quasi-Judicial:** Resolution 26-41 - PUBLIC HEARING A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON GRANTING SPECIAL USE PERMIT PLN-SUP-26-0008 APPROVING CONSTRUCTION OF A PRIVATE DOCK EXTENDING 426 FEET IN TOTAL LENGTH AND 162 LINEAR FEET FROM THE SHORELINE OF PROPERTY LOCATED AT 1215 50TH STREET COURT EAST, BRADENTON, FLORIDA (PARCEL ID NO. 1127249751), WITH A 5-FOOT REDUCTION FROM THE SIDE SETBACK REQUIREMENT OF 10 FEET; AS MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. APPLICATION FILED BY MARK PARSONS OF DUNCAN SEAWALL, DOCK AND BOAT LIFT, LLC (AGENT) FOR DON BARRY JACKSON JR. AND CATHERINE FREELEY (OWNERS).

SUGGESTED ACTION: Motion to either approve or deny Resolution 26-41, with the stipulations recommended by staff.

Is this item Quasi-Judicial?
Yes

Does this item require a public hearing?
Yes

EXPLANATION:
The applicant is requesting a special use permit to construct a new private dock that extends 162 linear feet from the shoreline of the subject property. The subject dock, if approved, will be 426 feet in length and 1,800 square feet in total

size. From the shoreline, the dock will be extending 162 feet in length with a total size of 744 square feet over mangroves. There will be 106 total pilings, and all deck boards will be pressure treated wood. A Special Use Permit is required because the length of the dock exceeds the limit of 80 linear feet and encroaches into the required 10-foot side setbacks at the rear property line.

FINANCIAL IMPACT:
N/A

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

SUGGESTED MOTION:
Motion to either approve or deny Resolution 26-41, with the stipulations recommended by staff.

ATTACHMENTS:
Resolution 26-41
Staff Report
Application Materials
DEP Permit

RESOLUTION 26-41

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON GRANTING SPECIAL USE PERMIT PLN-SUP-26-0008 APPROVING CONSTRUCTION OF A PRIVATE DOCK EXTENDING 426 FEET IN TOTAL LENGTH AND 162 LINEAR FEET FROM THE SHORELINE OF PROPERTY LOCATED AT 1215 50TH STREET COURT EAST, BRADENTON, FLORIDA (PARCEL ID NO. 1127249751), WITH A 5-FOOT REDUCTION FROM THE SIDE SETBACK REQUIREMENT OF 10 FEET; AS MORE PARTICULARLY DESCRIBED HEREIN; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. APPLICATION FILED BY MARK PARSONS OF DUNCAN SEAWALL, DOCK AND BOAT LIFT, LLC (AGENT) FOR DON BARRY JACKSON JR. AND CATHERINE FREELEY (OWNERS).

WHEREAS, Don Barry Jackson Jr. and Catherine Freeley, (collectively, the "Property Owners"), own the property located at 1215 50th Street Court East, Bradenton, Florida (Parcel ID No. 1127249751), more particularly described in Exhibit "A" (the "Property"); and

WHEREAS, the City of Bradenton Comprehensive Plan's Future Land Use Map designates the Property as RESLOW (Low Density Residential); and

WHEREAS, the City of Bradenton Official Zoning Map classifies the Property as R-1 (Single Family); and

WHEREAS, docks are listed as a permissible land use in the R-1 zoning district under City of Bradenton Land Use Regulations, Schedule 3.2.1.1; and

WHEREAS, the City of Bradenton Land Use Regulations, Section 5.1.2.14, provides that docks and piers shall maintain a minimum of a 10-foot setback from the side lines of property or extension thereof into the water body and that the maximum length of any dock shall not exceed 80 feet; and

WHEREAS, a residential dock, which does not meet the dimensional criteria of Section 5.1.2.14 requires special use permit approval; and

WHEREAS, the City of Bradenton Land Use Regulations, Section 3.3.3, addresses docks requiring a special use permit; and

WHEREAS, Mark Parsons of Duncan Seawall, Dock and Boat Lift, LLC, as authorized agent for Property Owners ("Applicant"), submitted an application for a Special Use Permit to construct a private, residential dock that extends 426 feet in total length and 162 linear feet from the shoreline of the Property, with a 5-foot reduction from the side setback requirement of 10 feet, as generally depicted on the Site Plan attached hereto as Exhibit "B"; and

WHEREAS, a Special Use Permit is required because the total length of the dock exceeds the maximum length of 80 feet;

WHEREAS, a Special Use Permit is required because the dock encroaches 5 feet into the 10-foot side setbacks requirement at the rear line of the Property; and

WHEREAS, the Planning Commission held a noticed public hearing on May 20, 2026, at which the Commission received testimony and evidence from the Applicant, City Planning staff, and members of the public in attendance; and

WHEREAS, the City Council held a noticed public hearing on June 10, 2026, at which the City Council received testimony and evidence from the Applicant, City Planning staff and members of the public in attendance.

NOW, THEREFORE, be it resolved by the City Council for the City of Bradenton, Florida:

Section 1. Findings of Fact and Conclusions of Law. After considering the evidence on the record and that presented during the public hearing, including the City Planning staff report and the recommendation of the Planning Commission, the City Council hereby makes the following Findings of Fact and Conclusions of Law:

a. The Whereas clauses contained herein are hereby adopted as Findings of Fact.

b. The Property Owners are requesting approval of a Special Use Permit to construct a private, residential dock that extends 426 feet in total length and 162 linear feet from the shoreline of the Property, with a 5-foot reduction from the side setback requirement of 10 feet, as generally depicted on the Site Plan attached hereto as Exhibit "B".

c. The City's professional Planning staff determined that the project as proposed is consistent with the Comprehensive Plan and meets the criteria for approval under the Land Use Regulations.

d. The Planning Commission, which is designated as the local planning agency, determined that the project as proposed is consistent with the Comprehensive Plan and meets the criteria for approval under the Land Use Regulations.

e. The Planning Commission recommended approval of the Special Use Permit with stipulations.

f. The proposed use, with applicable stipulations, meets the requirements of Section 3.3.3 of the City of Bradenton Land Use Regulations, as described below:

    1. The dock, pier or appurtenance shall not be attached to a seawall or other structure located in the public right-of-way.

    2. Setbacks as specified by the Department of Environmental Protection must be complied with in the dock design.

3. The Property Owners shall execute an Easement Encroachment agreement with the City of Bradenton for usage of the waterfront property and construction of the dock.

4. The dock, pier or appurtenance will be compatible and appropriate with adjacent properties or other properties within the district.

5. All required permits shall be obtained from the Florida Department of Environmental Protection prior to construction.

Section 2. Order. Based upon the foregoing, a Special Use Permit is hereby approved and issued for the Property, to construct a private, residential dock that extends 426 feet in total length and 162 linear feet from the shoreline of the Property, with a 5-foot reduction from the side setback requirement of 10 feet, as generally depicted on the Site Plan attached hereto as Exhibit "B", subject to the following stipulations:

1. The dock shall be kept in good working order and condition, to not degrade from the value of nearby properties. Dock design, including amenities, shall meet the requirements of all City of Bradenton ordinances.

2. All other applicable state or federal permits be obtained before commencement of the development. Any conditions associated with the required Florida Department of Environmental Protection permit will be met at time of construction, as well as proper maintenance of mangrove growth and removal of invasive species required leading up to and after construction.

3. The proper erosion and sediment control practices that minimize the amount of pollutants entering the Braden River will be taken during and after construction in compliance with the Erosion and Sedimentation Control Standards enforced by the City's Public Works and Utilities department.

Section 3. State and Federal Permits. Issuance of this development permit by the City does not in any way create any right on the part of the Property Owners to obtain a permit from a state or federal agency and does not create any liability on the part of the City for issuance of the permit if the Property Owners fail to obtain requisite approvals or fulfill the obligations imposed by a state or federal agency or undertakes actions that result in a violation of state or federal law. The Property Owners must obtain all applicable state and federal permits before commencing development or use.

Section 4. Severability. In the event that any portion or section of this Resolution is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such decisions shall in no manner affect the remaining portions or sections of the Resolution which shall remain in full force and effect.

Section 5. Effective Date. The effective date of this Resolution shall be upon adoption.

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 10TH DAY OF JUNE, 2026.

ATTEST:

_____	_____
Tamara Melton	Gene Brown
CITY CLERK	MAYOR

APPROVED AS TO FORM:

_____
Scott Rudacille
CITY ATTORNEY

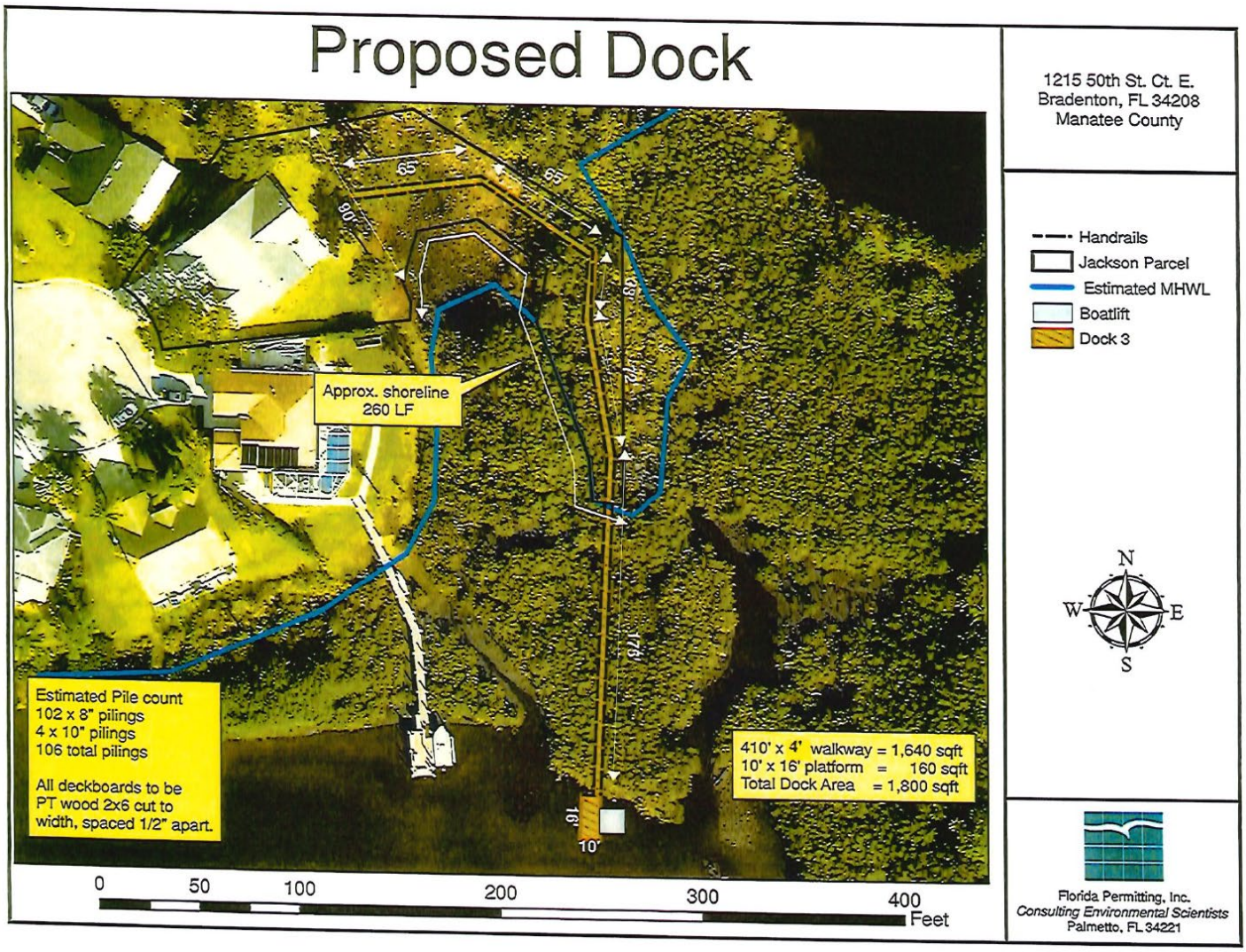
EXHIBIT "A"

Legal Description

LOT 16, IN BLOCK "B", OF BRADEN RIVER LAKES PHASE IV, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN PLAT BOOK 27, AT PAGE 65, OF THE PUBLIC RECORDS OF MANATEE CONTY, FLORIDA.

EXHIBIT "B"

Proposed Site Plan



5587620v1

City of Bradenton
Planning and Community Development Department
City Council Public Hearing
June 10, 2026

Staff Report

Case Number: PLN-SUP-26-0008; RES-WTR-26-0002
Applicant: Mark Parsons, Duncan Seawall, Dock and Boat Lift, LLC, agent for Don Barry Jackson Jr., owner
Address: 1215 50th Street Court East, Bradenton, FL 34208
Parcel ID: 1127249751
Zoning/Future Land Use: R-1/RESLOW
Flood Zone: AE/Floodway

Surrounding Property:

Zoning:

North: R-1 (Single Family)
East: Manatee County Unincorporated
West, South: R-1 (Single Family)

Future Land Use:

North: RESLOW
East: Manatee County Unincorporated
West, South: RESLOW

Summary of Request:

The applicant is requesting a special use permit to construct a new private dock that extends 162 linear feet from the shoreline of the subject property.

The subject dock, if approved, will be 426 feet in length and 1,800 square feet in total size. From the shoreline, the dock will be extending 162 feet in length with a total size of 744 square feet over mangroves. There will be 106 total pilings, and all deck boards will be pressure treated wood.

A Special Use Permit is required because the length of the dock exceeds the limit of 80 linear feet and encroaches into the required 10-foot side setbacks at the rear property line. These are the dimensional requirements per the Land Use Regulations section 5.1.2.14 that shall be met unless otherwise stipulated by special use permit.

The applicant acquired an Environmental Resource Permit (ERP) by the Florida Department of Environmental Protection (FDEP) which approves

construction of this dock with several stipulations. Due to the unavoidable impacts to the site's salt marsh and mangrove swamp, the permit included stipulations to offset said impacts such as requiring the removal of invasive plant species and maintaining a certain percentage of mangrove regrowth. The permit provided by FDEP requires a separate permit or authorization from the U.S. Army Corps of Engineers, which the applicant is currently in the process of acquiring. The complete permit packet is included in the attachments of the agenda item.

All other requirements listed in the Land Use Regulations that would allow a dock to be erected beyond the mean high water line of public waterways are met.

General Standards:

3.3.1 All special uses shall comply at minimum with the following standards. Additional requirements may be made by city council to ensure compatibility of uses.

3.3.1.1 All special uses shall be subject to the general regulations of these LURs for single lot development, structures, lots, yards and vehicular use areas as well as the specific dimensional regulations for lots and structures for the zoning district in which the special use is proposed.

Review Criteria:

5.1.2.14 Docks and piers may be erected beyond the mean high water line of public waterways or beyond the shorelines of ponds or lakes of over an acre in size, subject to the following:

a. The applicant shall furnish proof of ownership of the property at the mean high water line or pond shoreline where the dock is to be located, or other documentation of his right to use the shorelines and waterbody. Owners of waterfront property without riparian rights may apply for a special use for a dock on public waterfront provided there is no private property intervening between the proposed dock location and the applicant's property.

Staff response: Proof of ownership of the property at the mean high water line has been provided in the form of a boundary survey and a site plan depicting the mean high water line. Additionally, the parcel demonstrated sufficient upland interest per the approved Florida Department of Environmental Protection (FDEP) Environmental Resource Permit (ERP)

which determines that the owner has riparian rights necessary to conduct the proposed activity.

b. If the dock is proposed to be constructed or repaired in a public waterway or over wetlands, the applicant must provide authorization from the appropriate state or federal agency, prior to local permit review and approval. If a dock is proposed on a public right-of-way, or easement, the applicant, prior to the issuance of a permit, shall sign an affidavit acknowledging the right of the city council to issue an order for removal of the dock any time without compensation to the owner of the dock.

Staff response: The applicant provided an approved ERP issued by the FDEP that allows this activity in the public waterway. The dock encroaches an easement on the property, to which the owner provided a signed Easement Encroachment Agreement form. This form requires the signature of the Mayor, Gene Brown, and City Clerk, Tamara Melton, and must be recorded at the Manatee County Clerk of Courts. This form is included in the attachments of the agenda item.

c. A permit or exemption letter from the DEP (Department of Environmental Protection).

Staff Response: The applicant provided an approved ERP issued by the FDEP.

d. The following dimensional requirements shall be met unless otherwise stipulated by special use permit:
    I. Docks and piers shall maintain a minimum of a ten-foot setback from the side lines of property or the extension thereof into the water body.

Staff response: The rear lot line is 15.70 feet in length, and the dock is encroaching into the 10-foot side setbacks by nearly 5 feet on either side.

    II. The height of the flooring of any dock shall not exceed five feet above mean sea level or average water level in the case of a retention pond or lake.

Staff response: The proposed dock is not located in a retention pond or lake.

    III. Superstructures on any dock shall require a special use permit.

Staff response: A superstructure is not included in the proposed construction.

IV. In a public waterway, the maximum length of any dock shall not exceed 80 feet or 25 percent of the width of the waterway or closer than 25 feet to the center of any public channel, whichever is less.

Staff response: The total length of the dock is 426 feet, which exceeds the limit of 80 feet in length.

V. In a retention pond or lake, the maximum width shall be five feet, and the maximum length of any dock shall not exceed whichever is the lesser of the following dimensions: 20 feet or ten percent of the width of the lake measured from the foot of the dock, in line with the dock, to the opposite side of the lake.

Staff response: The proposed dock is not located in a retention pond or lake.

On May 20th, 2026, Planning Commission unanimously voted to recommend approval of the subject request with the following stipulations:

1. The dock shall be kept in good working order and condition, to not degrade from the value of nearby properties. Dock design, including amenities, shall meet the requirements of all City of Bradenton ordinances.
2. All other applicable state or federal permits be obtained before commencement of the development. Any conditions associated with the required FDEP permit will be met at time of construction, as well as proper maintenance of mangrove growth and removal of invasive species required leading up to and after construction.
3. The proper erosion and sediment control practices that minimize the amount of pollutants entering the Braden River will be taken during and after construction in compliance with the Erosion and Sedimentation Control Standards enforced by the City's Public Works and Utilities department.

Respectfully submitted,

Hannah Gordon

Hannah Gordon, CFM, City Planner
Planning & Community Development

ATTACHMENTS:
Exhibit 1: Location Map
Exhibit 2: Future Land Use Map
Exhibit 3: Zoning Map
Exhibit 4: Special Use Site Plan
Exhibit 5: Mangrove Impacts
Exhibit 6: Boundary Survey Sketch

EXHIBIT 1: LOCATION MAP

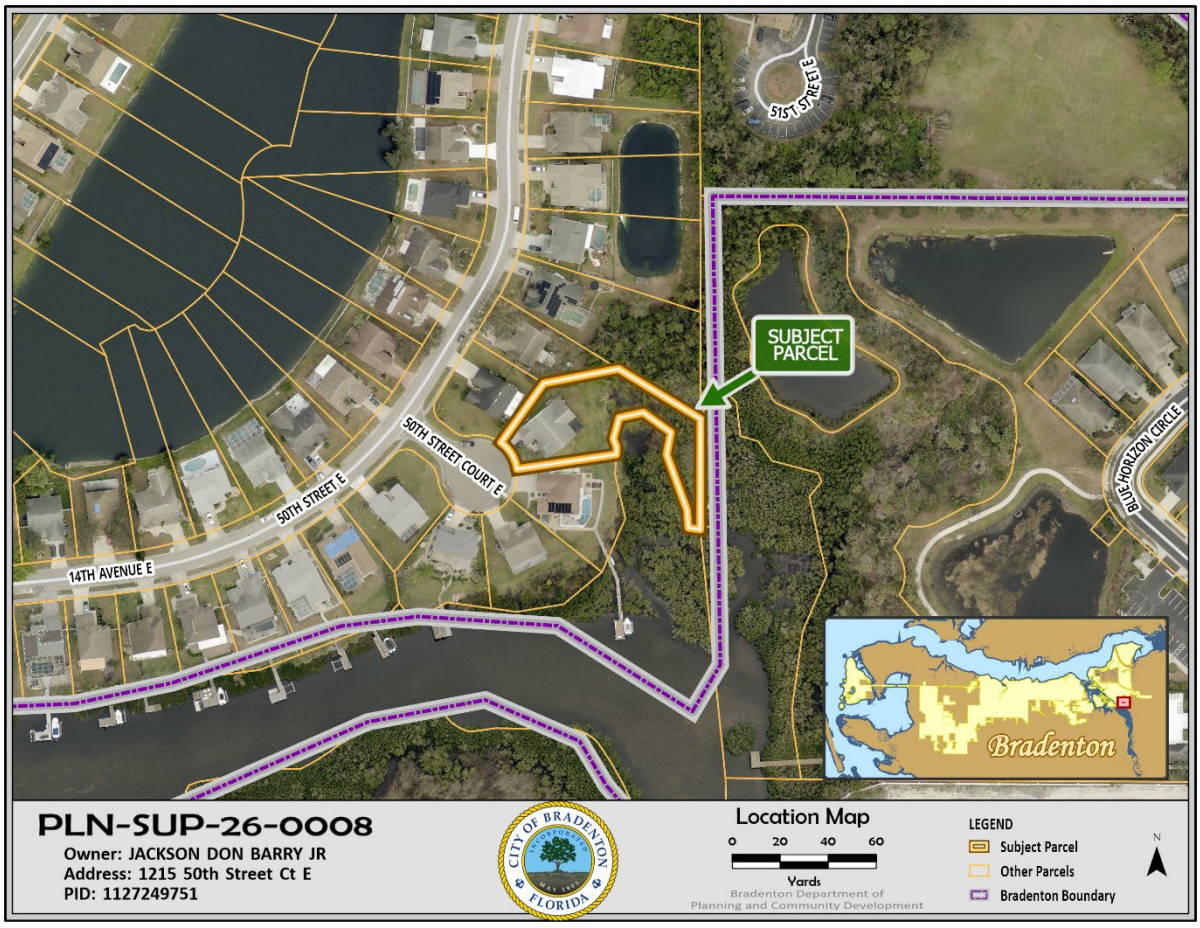


EXHIBIT 2: FUTURE LAND USE MAP

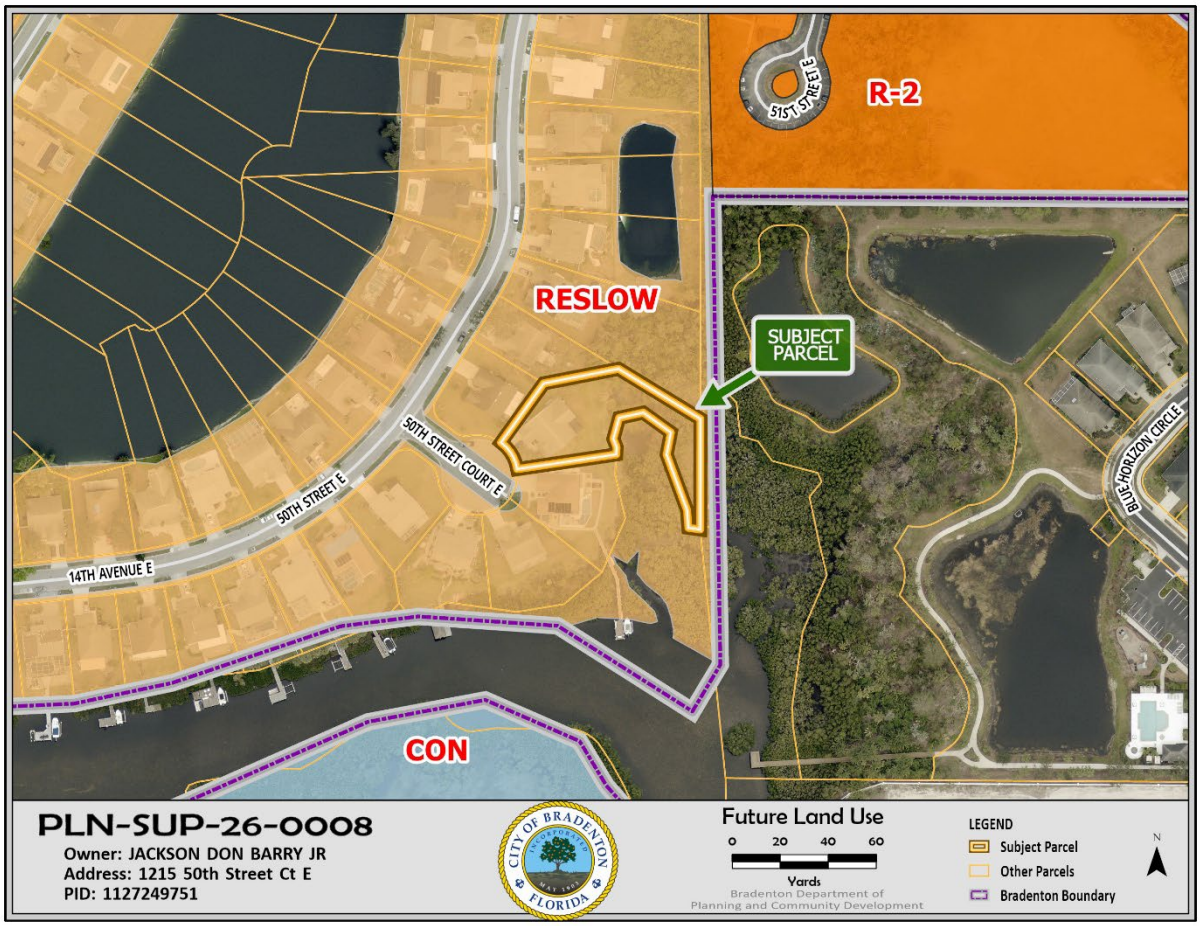


EXHIBIT 3: ZONING MAP

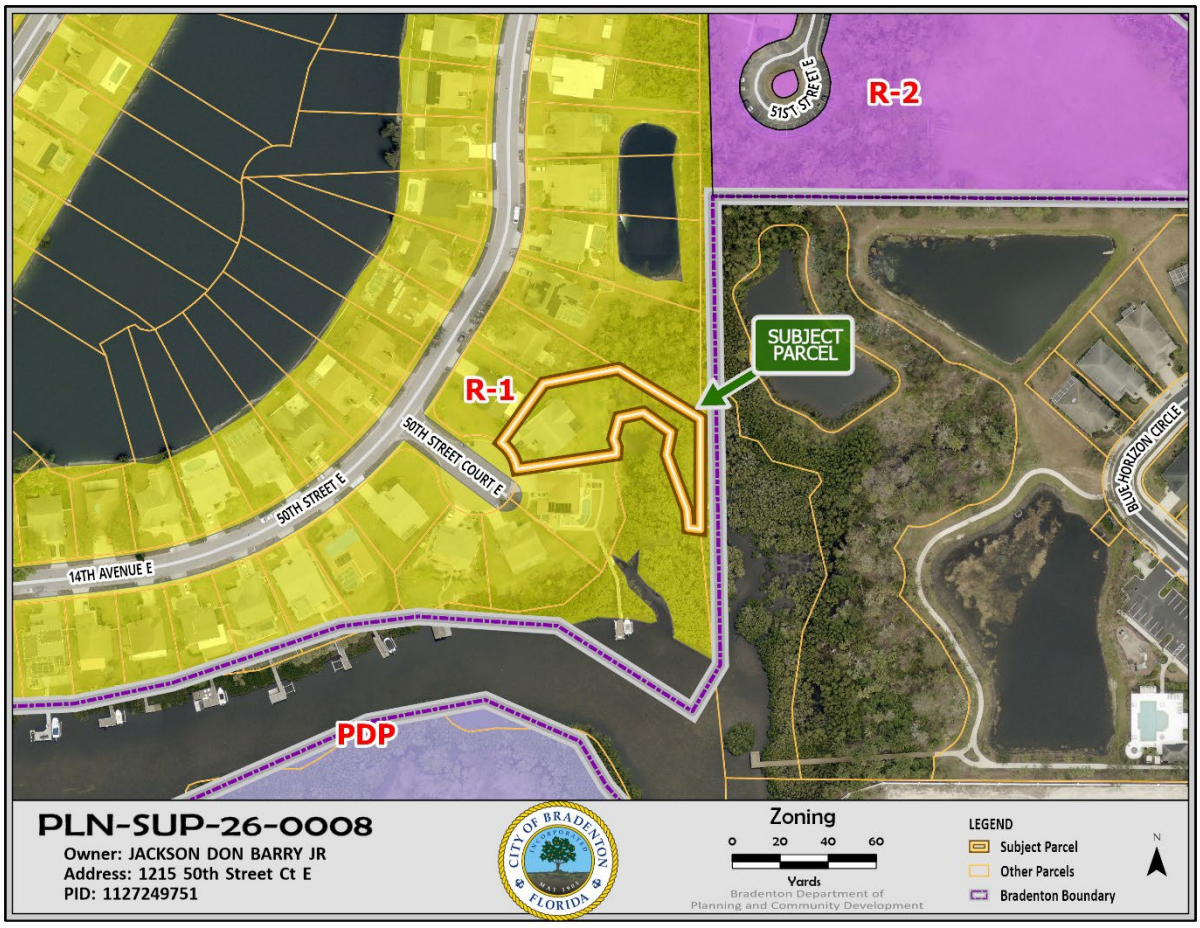


EXHIBIT 4: SPECIAL USE SITE PLAN

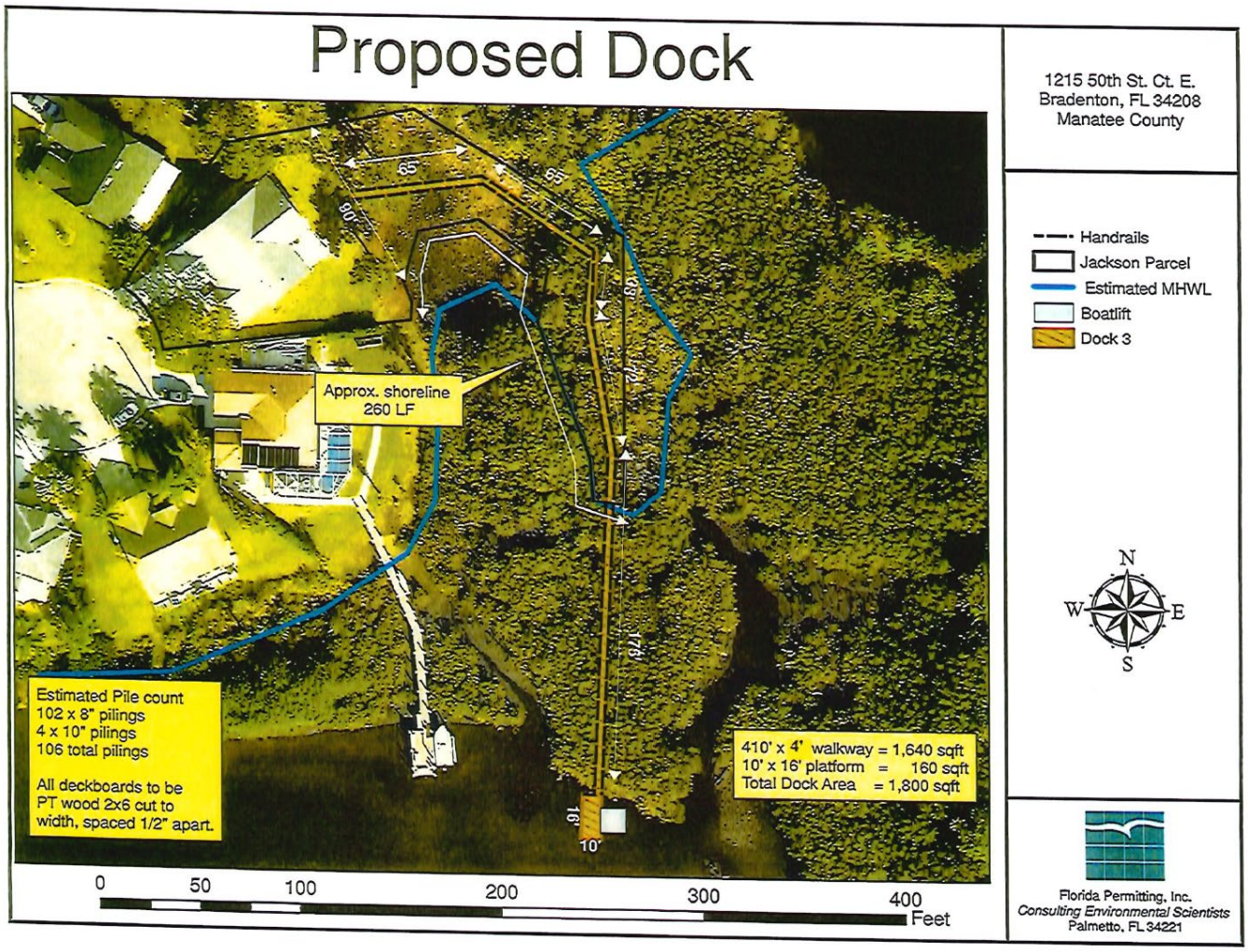


EXHIBIT 5: Mangrove Impacts

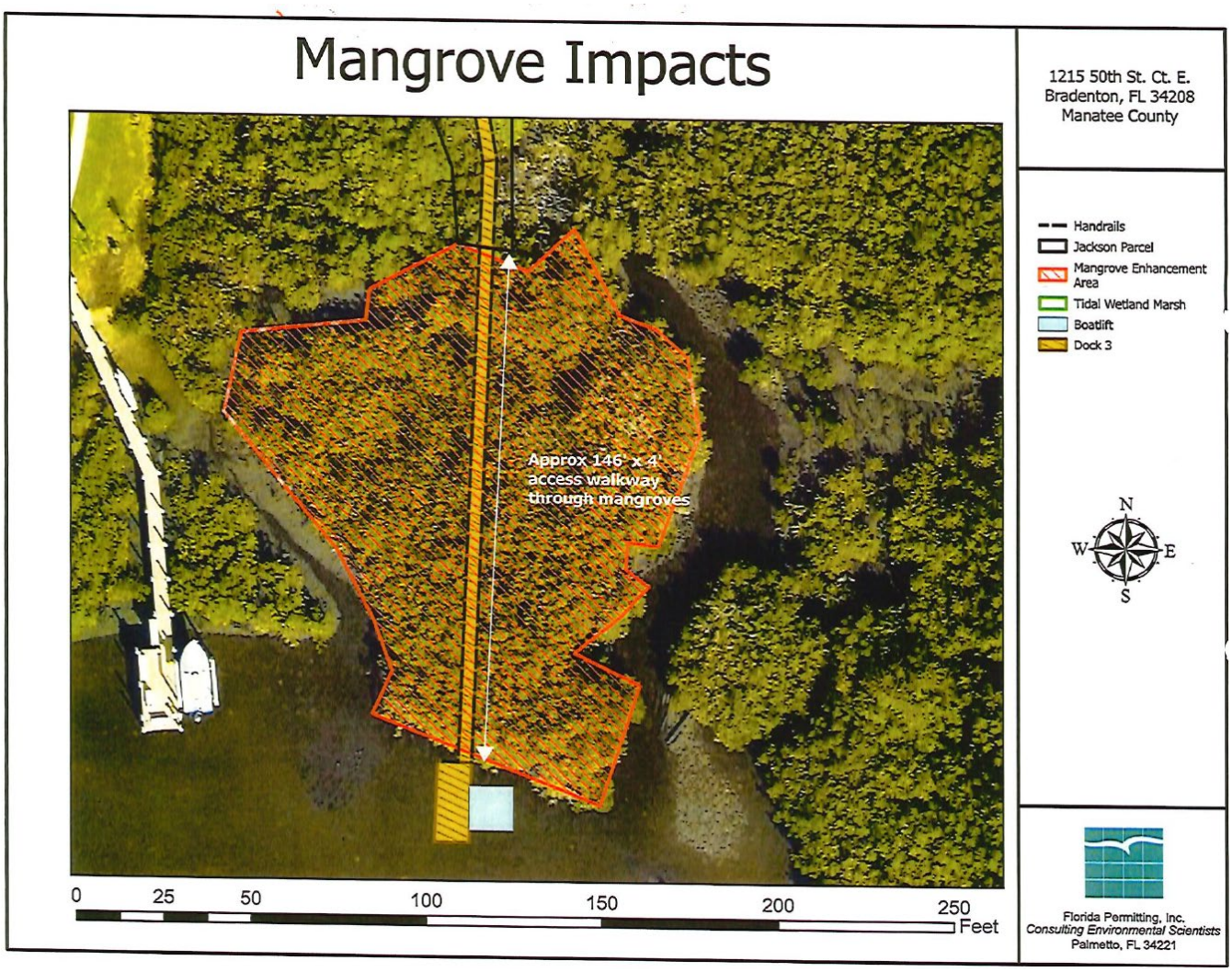
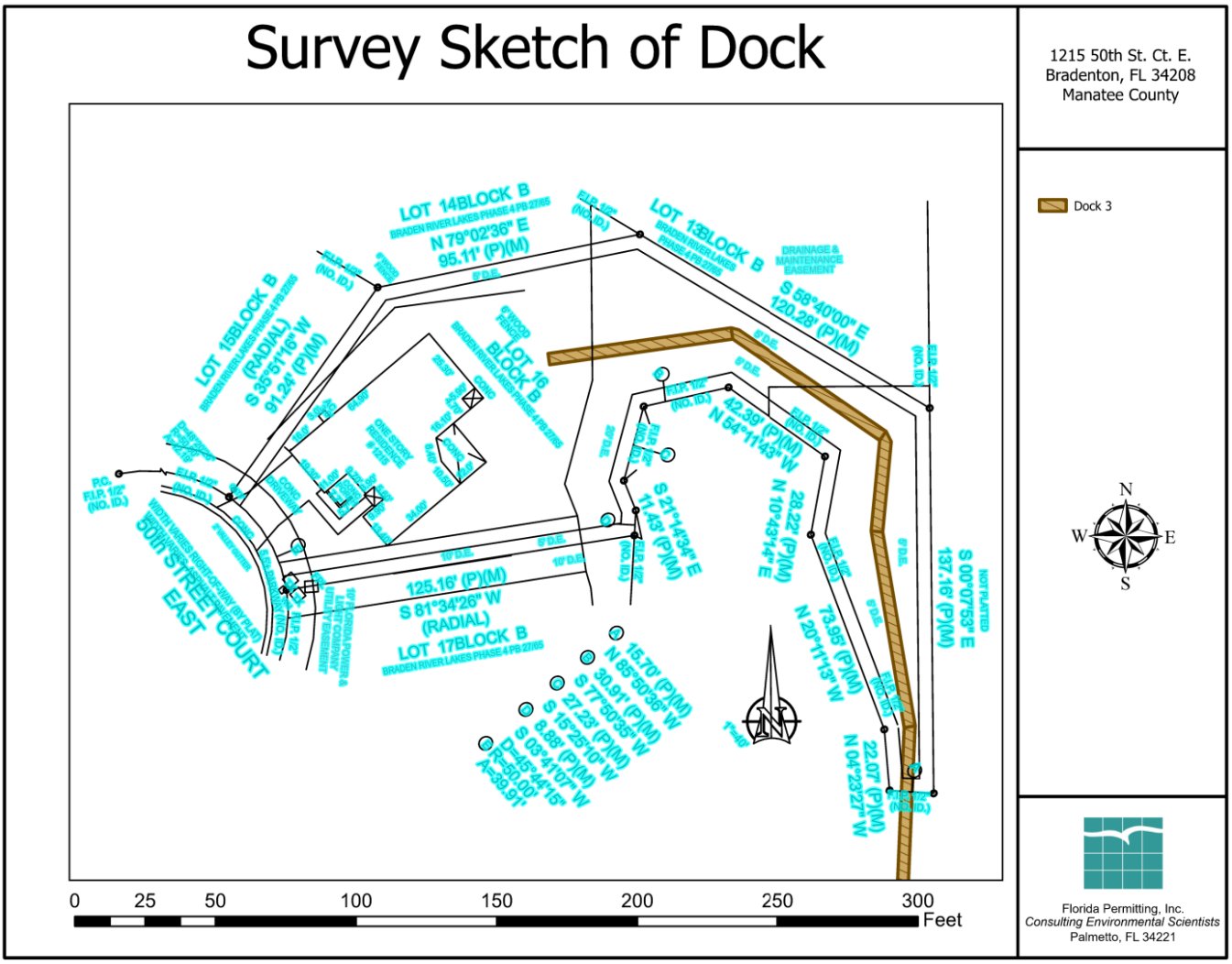


EXHIBIT 6: Boundary Survey Sketch



bradenton
The Friendly City

Agent Authorization Form

Department of Planning & Community Development
101 Old Main Street, Bradenton, FL 34205
Ph: (941) 932-9400
www.cityofbradenton.com

PLANNING & ZONING AGENT AUTHORIZATION FORM

Property Address: 1215 50th Street Ct E

I, Don Jackson, the registered property owner(s) of the above noted property, do hereby authorize

Mark Parsons — Print Name of Agent

Duncan Seawall, Dock and Boat Lift, LLC — Company Name

to act on my behalf and take all actions necessary for the processing, issuance and acceptance of this permit or certification and any and all standards and conditions applicable.

AGENT AUTHORIZATION — REQUIRED

Signature of Owner(s)

same as above — Owner(s) Address (if different than property above)

1714 Independence Blvd, Sarasota, FL 941-351-1553

Signature of Agent — Agent Address and Phone

STATE OF FLORIDA, MANATEE COUNTY

The Foregoing instrument was acknowledged before me by means of DL physical presence or online notarization, this 12 day of March, produced Known respectively, as identification and who did (did not) take an oath:

NOTARY — REQUIRED

Signature

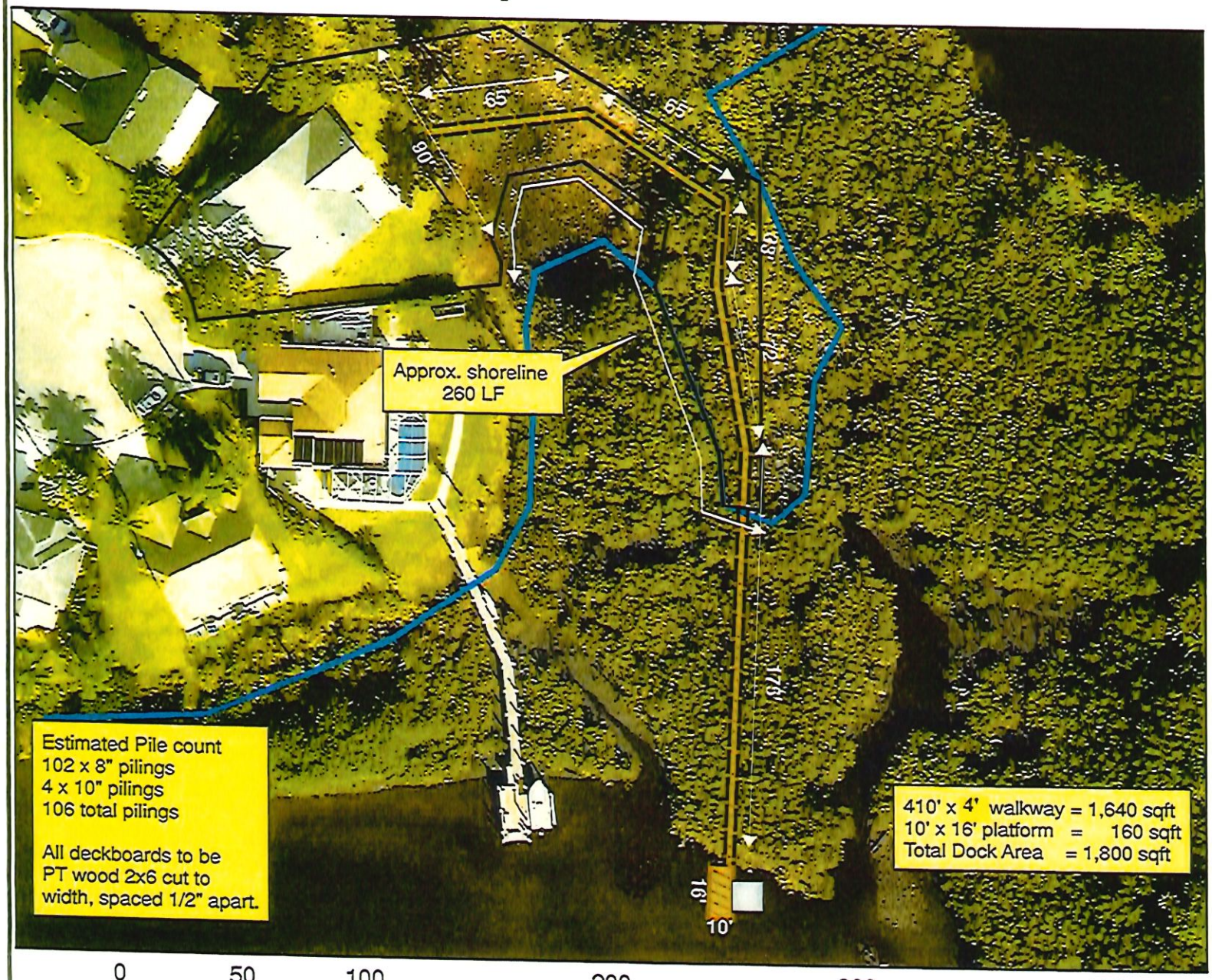
Yuliya Shinkevich, Notary Public

Print Name

State of Florida
My Commission Expires: 10/29/2029

Yuliya Shinkevich
Notary Public
State of Florida
My Commission Expires10/29/2029
Commission No: HH725912

Proposed Dock



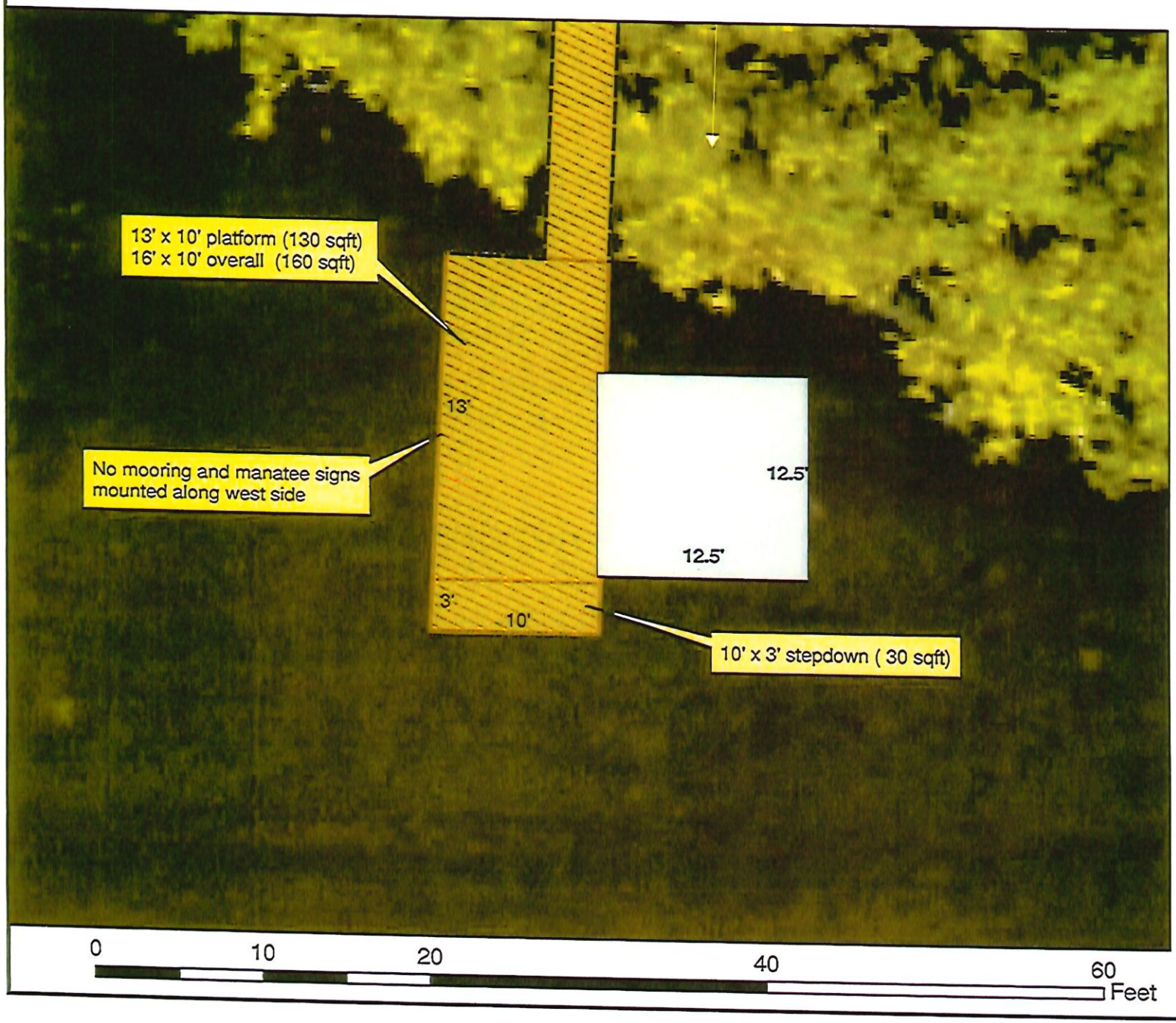
1215 50th St. Ct. E.
Bradenton, FL 34208
Manatee County

- Handrails
- Jackson Parcel
- Estimated MHWL
- Boatlift
- Dock 3

N
W
E
S

Florida Permitting, Inc.
Consulting Environmental Scientists
Palmetto, FL 34221

Platform Detail



1215 50th St. Ct. E.
Bradenton, FL 34208
Manatee County

- Handrails
- Jackson Parcel
- Estimated MHWL
- Boatlift
- Dock 3

Survey Date April 24, 2024
9:30-11:10 A.M
-0.0' Tide at 10:15 A.M.
Ellenton Tide Station

N
W E
S

Florida Permitting, Inc.
Consulting Environmental Scientists
Palmetto, FL 34221

Mangrove Impacts



1215 50th St. Ct. E.
Bradenton, FL 34208
Manatee County

- Handrails
- Jackson Parcel
- Mangrove Enhancement Area
- Tidal Wetland Marsh
- Boatlift
- Dock 3

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W E
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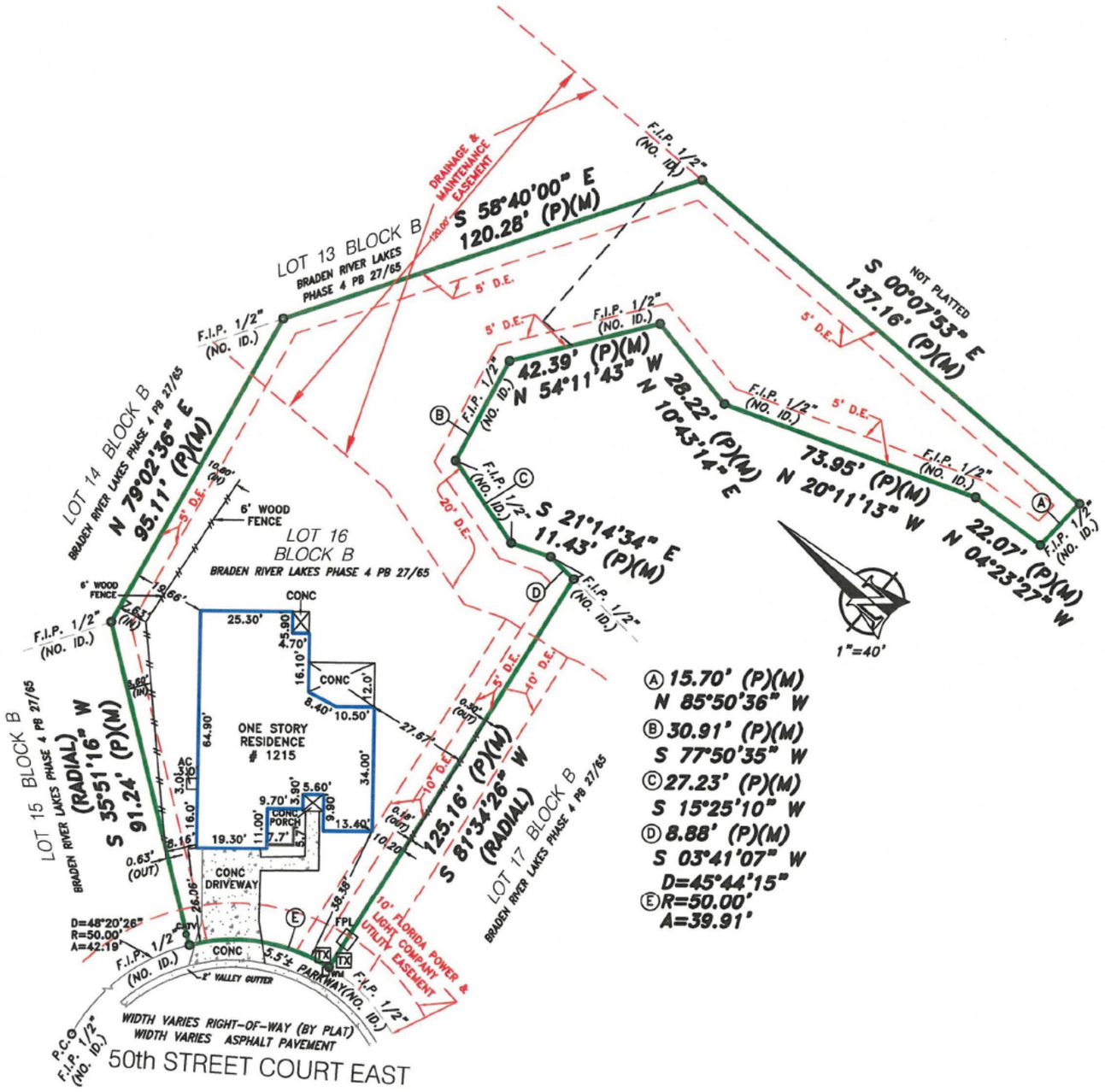
Florida Permitting, Inc.
Consulting Environmental Scientists
Palmetto, FL 34221



Proudly Serving the Florida Real Estate Community for Over 20 Years

WWW.MELANDSERVICES.COM

This survey shall not be used for construction/permitting purposes without written consent from the land surveyor who has signed and sealed this survey.



Accepted By: _____

Property Address:
1215 50th Street Court E.
Bradenton, FLORIDA 34208

Notes: CONCRETE ENCUMBERS 10' EASEMENT ALONG WEST PROPERTY LINE. CONCRETE AND FENCE ENCUMBER 5' EASEMENT ALONG NORTH PROPERTY LINE.

SURVEYOR'S CERTIFICATION I HEREBY CERTIFY THAT THIS BOUNDARD SURVEY IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY PREPARED UNDER MY DIRECTION, THIS COMPLIES WITH THE MINIMUM TECHNICAL STANDARDS, AS SET FORTH BY THE STATE OF FLORIDA BOARD OF PROFESSIONAL LAND SURVEYOR'S IN CHAPTER 5J-I7-052, FLORIDA ADMINISTRATIVE CODE PURSUANT TO 472.027 FLORIDA STATUTES.

MIGUEL ESPINOSA LICENSE NUMBER NO. 5101 PROFESSIONAL SURVEYOR AND MAPPER STATE OF FLORIDA 12/14/22

SIGNED _____ **FOR THE FIRM**

Miguel Espinosa **P.S.M. No. 5101**
STATE OF FLORIDA

NOT VALID WITHOUT AN AUTHENTIC ELECTRONIC SIGNATURE AND AUTHENTICATED ELECTRONIC SEAL AND / OR THIS MAP IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A LICENSED SURVEYOR AND MAPPER

M.E. Land Surveying, LLC
P.O. Box 970685
Miami, FL 33197
Phone: (305) 740-3319
Fax: (305) 669-3190
LB#: 7989

Surveyor's Legend

	LIMITED ACCESS RIGHT-OF-WAY LINE						
	PROPERTY LINE						
	STRUCTURE LINE	FND	FOUND IRON PIPE / PIN AS NOTED ON PLAT	B.R.	BEARING REFERENCE	TEL.	TELEPHONE FACILITES
	CONCRETE BLOCK WALL			Δ	CENTRAL ANGLE OR DELTA	U.P.	UTILITY POLE
	CHAIN LINK FENCE OR WIRE FENCE	LB#	LICENSE # - BUSINESS	R	RADIUS	E.U.B.	ELECTRIC UTILITY BOX
	WOOD FENCE	LS#	LICENSE # - SURVEYOR	RAD	RADIAL	SEP.	SEPTIC
	IRON FENCE	CALC	CALCULATED POINT	N.R.	NON RADIAL	D.F.	DRAINFIELD
	EASEMENT	SET	SET PIN	TYP.	TYPICAL	A/C	AIR CONDITIONER
	CENTER LINE	▲	CONTROL POINT	I.R.	IRON ROD	S/W	SIDEWALK
	WOOD DECK	■	CONCRETE MONUMENT	I.P.	IRON PIPE	DWY	DRIVEWAY
	ASPHALT	⊕	BENCHMARK	N&D	NAIL & DISK	SCR.	SCREENED
	BRICK / TILE	ELEV	ELEVATION	PK NAIL	PARKER-KALON NAIL	GAR.	GARAGE
	WATER	P.T.	POINT OF TANGENCY	D.H.	DRILL HOLE	ENCL.	ENCLOSURE
	APPROXIMATE EDGE OF WATER	P.C.	POINT OF CURVATURE	W	WELL	N.T.S.	NOT TO SCALE
	COVERED AREA	P.R.M.	PERMANENT REFERENCE MONUMENT	FH	FIRE HYDRANT	F.F.	FINNISHED FLOOR
	TREE	P.C.C.	POINT OF COMPOUND CURVATURE	M	MANHOLE	T.O.B.	TOP OF BANK
	POWER POLE	P.R.C.	POINT OF REVERSE CURVATURE	O.H.L.	OVERHEAD LINES	E.O.W.	EDGE OF WATER
	CATCH BASIN	P.O.B.	POINT OF BEGINNING	TRANS.	TRANSFORMER	E.O.P.	EDGE OF PAVEMENT
		P.O.C.	POINT OF COMMENCEMENT	CATV	CABLE TV RISER	C.V.G	CONCRETE VALLEY GUTTER
		P.C.P.	PERMANENT CONTROL POINT	W	WATER METER	B.S.L.	BUILDING SETBACK LINE
		M	FIELD MEASUREMENT	P/E	POOL EQUIPTMENT	S.T.L.	SURVEY TIE LINE
		D	DEED	CONC.	CONCRETE SLAB	℄	CENTER LINE
C.U.E.	COUNTY UTILITY EASEMENT	C	CALCULATED	ESMT	EASEMENT	R/W	RIGHT-OF-WAY
I.E./E.E.	INGRESS / EGRESS EASEMENT	L.M.E.	LAKE OR LANDSCAPE MAINTENANCE EASEMENT	D.E.	DRAINAGE EASEMENT	P.U.E.	PUBLIC UTILITY EASEMENT
U.E.	UTILITY EASEMENT	R.O.E.	ROOF OVERHANG EASEMENT	L.B.E.	LANDSCAPE BUFFER EASEMENT	C.M.E.	CANAL MAINTENANCE EASEMENT
EP	ELECTRIC POLE	CONC.	CONCRETE	L.A.E.	LIMITED ACCESS EASEMENT	A.E.	ANCHOR EASEMENT
PG.	PAGE	CSW	CONCRETE SIDEWALK	B.C.R.	BROWARD COUNTY RECORDS	ID	IDENTIFICATION
P.B.	PLAT BOOK	L	CURVE LENGHT	F.I.R.	FOUND IRON PIN / REBAR	BC	BLOCK CORNER
				WF	WOOD FENCE		

Property Address:

1215 50th Street Court E.
Bradenton, FLORIDA 34208

Flood Information:

Community Number: 120155
Panel Number: 12081C0326
Suffix: C
Date of Firm Index: 05/18/1992
Flood Zone: X
Base Flood Elevation:
Date of Field Work: 12/09/2022
Date of Completion: 12/14/2022

General Notes:

1.) The Legal Description used to perform this survey was supplied by others. This survey does not determine or is not to imply ownership
2.) This survey only shows above ground improvements. Underground utilities, footings, or encroachments are not located on this survey map
3.) The minimum relative distance accuracy for this type of Survey is 1 foot in 10,000 feet. The accuracy obtained by measurement and calculation of closed geometric figures was found to exceed this requirement. Well-identified features as depicted on the Survey Map were measure to an estimated horizontal positional accuracy of 1/10 foot.
4.) If there is a septic tank, well, or drain field on this survey, the location of such items was shown to us by others and the information was not verified.
5.) Examination of the abstract of title will have to be made to determine recorded instruments, if any, affect this property. The lands shown herein were not abstracted for easement or other recorded encumbrances not shown on the plat.
6.) Wall/fence ties shown are from the inside face of the wall/fence to the property line.
7.) Fence ownership is not determined.
8.) Bearings referenced to line noted B.R also are assumed.
9.) Dimensions shown are platted and measured unless otherwise shown.
10.) No identification found on property corners unless noted.
11.) Not valid unless sealed with the signing surveyors embossed seal.
12.) Boundary survey means a drawing and/or graphic representation of the survey work performed in the field, could be drawn at a shown scale and/or not to scale.
13.) Elevations if shown are based upon NGVD 1929 unless otherwise noted.
14.) This is a BOUNDARY SURVEY unless otherwise noted.
15.) This survey is exclusive for the use of the parties to whom it is certified. The certifications do not extend to any unnamed parties.
16.) This survey shall not be used for construction/permitting purposes without written consent from the land surveyor who has signed and sealed this survey.

Legal Description:

Lot 16, in Block "B", of Braden River Lakes Phase IV, according to the map or plat hereof, recorded in Plat Book 27, at Page 65, of the Public Records of Manatee County, Florida.

Printing Instructions:

While viewing the survey in any PDF Reader, select the File Drop-down and select "Print". Select a color printer, if available; or at least one with 8.5" x 14" (legal) paper.
Select ALL for Print Range, and the # of copies you would like to print out.
Under the "Page Scaling" please make sure you have selected "None".
Do not check the "Auto-rotate and Center" box.
Check the "Choose Paper size by PDF" checkbox, then click OK to print.

Certified To:
Don Jackson and Catherine Freeley
Suncoast One Title & Closings, Inc.
Agents National Title Insurance Company
Home Point Financial Corporation
its successors and/or assigns as their interest may appear.

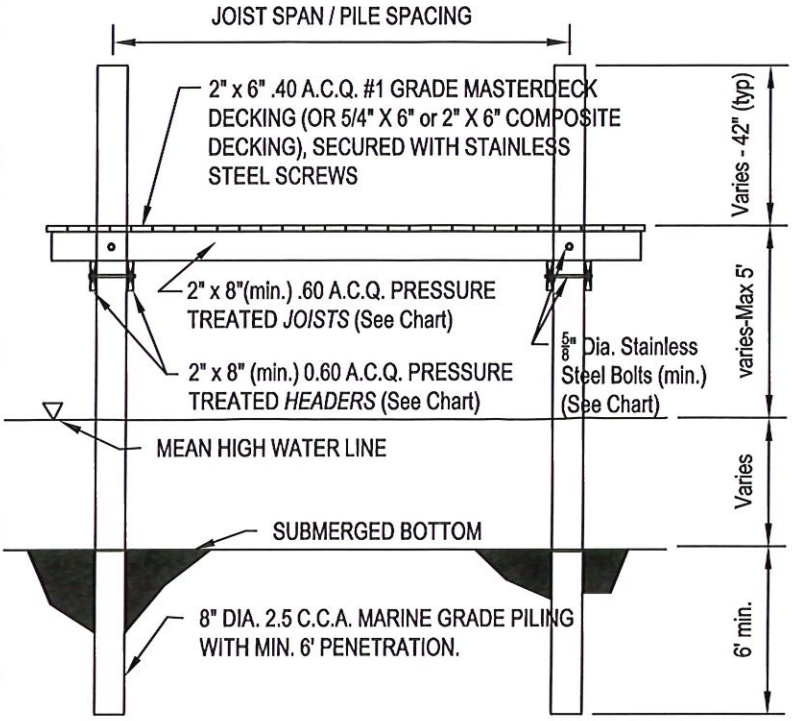
Please copy below for policy preparation purposes only:

This policy does not insure against loss or damage by reason of the following exceptions: Any rights, easements, interests, or claims which may exist by reason of, or reflected by, the following facts shown on the survey prepared by *Miguel Espinosa* *, for M.E. Land Surveying Inc., dated* *12/14/2022* *bearing Job #* *B-121308* *:*

a. *CONCRETE ENCUMBERS 10' EASEMENT ALONG WEST PROPERTY LINE. CONCRETE AND FENCE ENCUMBER 5' EASEMENT ALONG NORTH PROPERTY LINE.*

M.E. Land Surveying, LLC

P.O. Box 970685 Miami, FL 33197
Phone: (305) 740-3319
Fax: (305) 669-3190
LB#: 7989

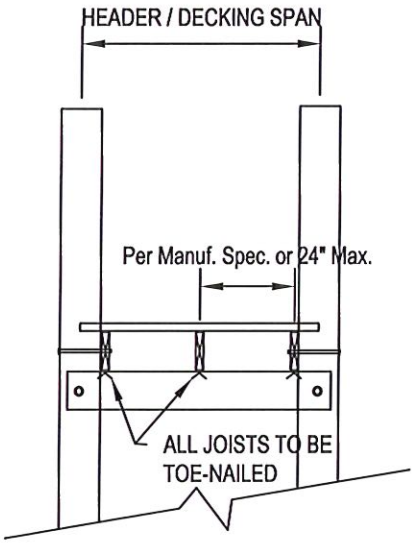


LONGITUDINAL DOCK CROSS SECTION

GENERAL NOTES:

1. IN LIEU OF SPECIFIC CODE REQUIREMENTS, RESIDENTIAL DOCK HAS BEEN DESIGNED FOR THE FOLLOWING MINIMAL CONDITIONS:
   - LIVE LOAD: 40 PSF
   - DEAD LOAD: 10 PSF
   - HURRICANE UPLIFT: 30 PSF
   - DEFLECTION LIMITS: L/360 (LIVE LOAD)
2. ALL DIMENSIONAL LUMBER SHALL BE MINIMUM NO. 2 SOUTHERN YELLOW PINE.
3. DESIGN MEETS MINIMUM REQUIREMENTS OF THE 2023 8th Edition FLORIDA BUILDING CODE. WIND SPEED 170 MPH EXP. D.

HEADER SPAN (Feet)	JOIST SPAN (Feet)	HEADER SIZE (Nominal Inches)	JOIST SIZE (Nominal Inches)	BOLT SIZE (Qty, Inches)
<6	10	2X8	2x8	1-5/8
8	10	2x8	2x8	2-5/8
10	10	2x10	2x8	2-5/8
12	10	2x12	2x10	2-5/8
<6	12	2X8	2x8	1-5/8
7	12	2x8	2x8	2-5/8
9	12	2x10	2x8	2-5/8
11	12	2x12	2x10	2-3/4



TRANSVERSE DOCK CROSS SECTION



John Henry Kampmann Jr. 2025.03.13 00:02:17-04'00'

MEA ENGINEERS, INC.
2352 Appaloosa Circle
Sarasota, Florida 34240
(941) 922-3854

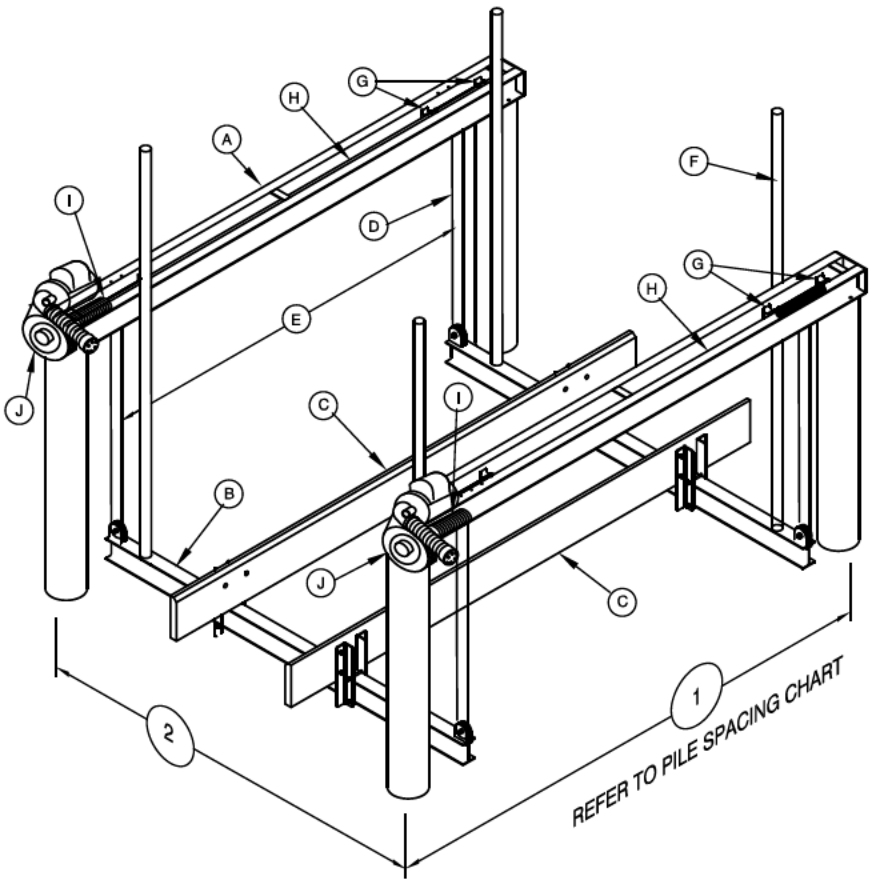
John Kampmann, PE
FL Reg. No. 47516
CA: 6752

TYPICAL CROSS SECTIONS FOR RESIDENTIAL DOCKS

DUNCAN SEAWALL
1714 INDEPENDENCE BLVD, SRQ 34234

PROJECT #	BY:
---	JK
DATE: 12/20/24	SHEET # 1 OF 1

GOLDEN ENGINEERED 4 POST, 2 MOTOR SEA DRIVE BOAT LIFTS



STRUCTURAL ENGINEERING REVIEW

THIS CONSTRUCTION HAS BEEN DESIGNED AS A MAIN WIND FORCE RESISTING SYSTEM, WITH CALCULATED GRAVITY AND WIND LOADS IN COMPLIANCE WITH THE FLORIDA BUILDING CODE, 8th EDITION, 2023, ADM 2020, AND ASCE/SEI 7-22 "MINIMUM DESIGN LOADS AND ASSOCIATED CRITERIA FOR BUILDINGS AND OTHER STRUCTURES" TO WITHSTAND THE WIND LOADS ASSOCIATED WITH AN ULTIMATE WIND SPEED OF 180 MPH, EXPOSURE "D", RISK CATEGORY I. J.L. SANDERS, P.E. HAS NO CONTROL OF THE MANUFACTURING, PERFORMANCE, OR INSTALLATION OF THIS PRODUCT. THESE GENERIC SPECIFICATIONS WERE ENGINEERED IN ACCORDANCE WITH ACCEPTED ENGINEERING PRACTICES BASED ON DATA PROVIDED BY THE MANUFACTURER. THIS STRUCTURAL REVIEW IS LIMITED TO THE PRIMARY FRAMING AND CONNECTIONS AND IS NOT INTENDED TO COVER MECHANICAL AND ELECTRICAL COMPONENTS. THESE SPECIFICATIONS ARE BASED ON STRUCTURAL CALCULATIONS TITLED "4 POST SEA DRIVE LIFT", WHICH CONTAIN ADDITIONAL DESIGN REQUIREMENTS AND CRITERIA AND ARE AVAILABLE UPON REQUEST. THE BOAT LIFTS DEPICTED IN THESE SPECIFICATIONS AND RELATED CALCULATIONS WERE ENGINEERED AS MANUFACTURED PRODUCT FOR NON-SITE SPECIFIC USE AND NOT INTENDED TO COVER SITE SPECIFIC CONDITIONS.

THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY J.L. SANDERS, PE ON THE DATE ADJACENT TO THE SEAL. PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

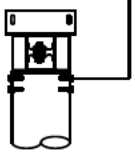
J.L. Sanders, P.E.
2515 Gratis Road NW
Monroe, GA 30656
Phone: 239-671-1578

J.L. SANDERS, P.E. Reg. Florida No. 66361 Date:

PILE SPACING CHART
The boat center of gravity needs to be set in the center of the top beam

Lift Capacity	"1" Dimension	"2" Dimension	Recommended Pile Diameters
Lb.	Ft.	Ft.	In.
5,000	11	10	8
7,500	12	12	
10,000		12.5	10
12,000			
14,000			
16,000		14	
20,000	14	16	
24,000	16		
28,000			12

STAINLESS STEEL PILING MOUNT BRACKET- RECOMMENDED ATTACHMENT BASED ON BRACKET CONFIGURATION. VERIFY ADEQUACY BASED ON ACTUAL SITE CONDITIONS:
4-3/8" STAINLESS STEEL LAG SCREWS USED TO CONNECT THE BRACKETS TO THE PILING AND
2-3/8" STAINLESS STEEL CARRIAGE BOLTS USED TO CONNECT THE BRACKETS TO THE LIFT CHANNELS



NOTE: THIS STRUCTURE HAS BEEN DESIGNED FOR LOADS ASSOCIATED WITH AN ULTIMATE WIND SPEED OF 180 MPH,EXPOSURE "D", RISK CATEGORY I, CALCULATED PER FLORIDA BUILDING CODE 8th EDITION, 2023, ASCE/SEI 7-22 AND ADM-2020. BOATS SHALL NOT BE STORED ON LIFTS DURING HIGH WIND EVENTS.

IN GENERAL, PILING PENETRATION TO BE A MINIMUM OF 10' INTO THE SAND BOTTOM OR 5' INTO THE ROCK STRATA. SUB-SURFACE CONDITIONS CAN VARY GREATLY, THE CONTRACTOR SHALL VERIFY ALL PILE CAPACITIES. ALL PILINGS TO BE 2.5 C.C.A. PRESSURE TREATED WOOD. ALL STRUCTURAL MEMBERS TO BE 6061-T6 ALUMINUM.

SUMMARY OF DESIGN FEATURES

	(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)		
LIFT CAPACITY	TOP BEAM CHANNEL 2 EACH	CRADLE I-BEAM 2 EACH	BUNK BOARDS (PT)	CABLE SIZE	CABLE SPREAD	GUIDE POST HGTH	BRGS	DRIVE SHAFT	WINDER DIA	MOTOR HP VOLTAGE	INCHES OF LIFT PER MIN	RECOM PILING SIZES
Lbs	INCHES	INCHES		INCHES	IN							
5,000#	4 H x .15 2 W x .23 141" OAL	6 H x .19 4 W x .29 120" LGTH	2x6x144 ROUGH SAWN CARPETED	4 - 5/16" x15' ST ST 1 PART	107.75	80"	10 - 2" H.D. EXTRUDED 6061-T6 ALUM.	1-15/16" DIA. SCH 40 GALV PIPE	3-1/2" DIA SCH 80 ALUM PIPE W/ CABLE GROOVES	2 - 3/4 HP 120V/20A 240V/10A	39.70"	8" DIA
7,500#	5 H x .15 2.25 W x .26 x 153" OAL	6 H x .19 4 W x .29 144" LGTH			120.75					2 - 1 HP 120V/28A 240V/14A		
10,000#	6 H x .17 2.5 W x .29 x 153" OAL	8 H x .23 5 W x .35 150" LGTH		4 - 5/16" x30' ST ST 2 PART	116.75					2 - 3/4 HP 120V/20A 240V/10A	19.85"	10" DIA
12,000#	7 H x .17 2.75 W x .29 x 153" OAL	8 H x .25 5 W x .41 150" LGTH										
14,000#	7 H x .17 2.75 W x .29 x 153" OAL	8 H x .25 5 W x .41 150" LGTH								2 - 1 HP 120V/28A 240V/14A		
16,000#	8 H x .19 3 W x .35 x 153" OAL	10 H x .25 6 W x .41 168" LGTH	3x10x192 ROUGH SAWN CARPETED			120"		1-15/16" DIA. SCH 80 GALV PIPE				
20,000#	8 H x .25 3.75 W x .41 x 177 OAL	10 H x .25 6 W x .41 192" LGTH		4- 5/16" x45' ST ST 3 PART	127.75						13.20"	
24,000#	8 H x .25 3.75 W x .41 x 201 OAL	10 H x .29 6 W x .50 192" LGTH			151.75							
28,000#	10 H x .526 2.88 W x .437 x 206 OAL	12 H x .29 7 W x .47 192" LGTH		4- 5/16" x60' ST ST 4 PART	150.3125					2 - 1-1/2 HP 120V/30A 240V/15A	8.57"	12" DIA

EASEMENT ENCROACHMENT AGREEMENT

This EASEMENT ENCROACHMENT AGREEMENT (the "Agreement") is made as of the date set forth below by and between the City of Bradenton (the "City"), a municipal corporation of the State of Florida, and Don Barry Jackson Jr. and Catherine Freeley, and their successors and assigns in title (collectively, the "Owner").

RECITALS

WHEREAS, the Owner is the owner of certain real property which is located in Manatee County, Florida, and more particularly described in Exhibit "A" (the "Property"), attached hereto and incorporated herein by reference; and

WHEREAS, the City is the owner and holder of a drainage and maintenance easement as described and depicted on the plat of Braden River Lakes Phase IV, recorded in Plat Book 27, Pages 65 through 68, of the Official Records of Manatee County, Florida (the "Easement"); and

WHEREAS, Owner intends to construct, install, or place certain improvements and structures within the Easement, specifically, a dock, as depicted in Exhibit "B" attached hereto and incorporated herein by reference (the "Encroachment"); and

WHEREAS, the City has agreed to allow the Encroachment to be constructed within the Easement in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the aforesaid premises, the mutual covenants and promises, terms, and conditions set forth in this Agreement and other good and valuable consideration, the adequacy, sufficiency, and receipt of which are hereby acknowledged; the parties agree as follows:

1. **Recitals**. The foregoing recitals are true and correct and are incorporated herein by reference.

2. **Easement**. The Encroachment is the only improvement and/or structure which is permitted to be constructed, installed, or placed by Owner within the Easement. The Encroachment within the Easement shall not be modified or expanded beyond the scope described herein and depicted on Exhibit "B". City shall not be responsible for any damage, demolition, or destruction of the Encroachment within the Easement arising out of or in connection with the City's exercise of its rights pursuant to the Easement. If the Encroachment within the Easement is damaged, demolished, or destroyed during the term of this Agreement, Owner may rebuild or reconstruct the Encroachment, at Owner's sole expense, in the same location and of the same size as existed before the Encroachment was demolished or destroyed.

3. **Term**. This Agreement shall be for a term of twenty (20) years unless otherwise terminated by the City or modified by the parties in accordance with the terms and conditions set forth herein.

4. **Indemnification**. Owner shall indemnify, defend, and hold harmless the City (including its employees, agents, officers, and directors) from and against any and all claims, causes of action, demands, charges, judgments, losses, damages, or costs (including reasonable attorneys' fees) and other obligations and liabilities whatsoever which may arise, directly or indirectly, as a result of, or in connection with the construction, installation, placement, and/or use of the Encroachment.

5. **City's Use of Easement/Removal of Encroachment**. Owner shall remove, relocate, or replace the Encroachment within the Easement at Owner's sole expense in the event that the City, or any other entity with rights in the Easement, deems its removal, relocation, or replacement necessary to utilize the Easement for its intended purposes, or if the City or any other entity with rights in the Easement determines that any portion of the Encroachment is improperly installed or encroaching onto adjacent land.

6. **Default and Remedies**. If Owner fails to remove, replace, or relocate the Encroachment, or any portion thereof, within thirty (30) days of Owner's receipt of written notice from the City, the City shall have the right (but shall not be required) to remove the Encroachment and invoice Owner for the full cost of such removal. Owner shall reimburse the City for any such removal within thirty (30) days from Owner's receipt of the City's invoice.

7. **Termination**. The City shall have the right, in its sole discretion, to terminate this Agreement at any time and for any reason upon thirty (30) days' written notice to the Owner of such termination.

8. **Emergencies**. In the event of an emergency, the City shall have the right to remove the Encroachment or any non-permitted improvements or structures within the Easement at Owner's sole expense without notice to Owner and without any obligation or liability to Owner for damage to the Encroachment or non-permitted improvements or structures. Owner shall reimburse City its full cost and expense for any such emergency removal within thirty (30) days of receipt of an invoice from the City.

9. **Governing Law and Venue**. This Agreement shall be governed by the laws of the State of Florida and venue for any disputes arising from or in connection with this Agreement shall be in Manatee County, Florida.

10. **Severability**. Should any provision of this Agreement be found invalid, void, unenforceable, or illegal for whatever reason by a court of competent jurisdiction, such

provision(s) shall be null and void; provided, however, that the remaining provisions of this Agreement shall be unaffected thereby and shall continue to be valid and enforceable.

11. **Amendments**. The provisions of this Agreement may be modified only by written agreement of the parties.

12. **Counterparts**. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original, but all of which together will constitute one instrument.

13. **Assignment**. This Agreement, and the rights and obligations of the parties hereunder, shall not be assigned without the prior written approval of the other party.

14. **Binding Effect and Recording**. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and permitted assigns, and shall run with the land and bind Owner, its agents, heirs, successors, and permitted assigns, and any subsequent owners of the Property. All subsequent owners of the Property are fully responsible for the obligations of Owner as set forth in this Agreement which shall be recorded at Owner's sole cost and expense.

SIGNATURES AND ACKNOWLEDGEMENTS APPEAR ON THE FOLLOWING PAGES

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day, month, and year last written below.

WITNESSES:

R. P. Burback

Print Name: R. P. Burback

L. Shinkevich

Print Name: Yuliya Shinkevich

CATHERINE FREELEY

Catherine Freeley aka Catherine Jackson

By: _____

Print Name: Catherine Freeley aka Catherine Jackson

STATE OF Florida
COUNTY OF Manatee

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this 12 day of March, 2026, by Catherine Freeley,

☐ who is personally known to me,

☐ who has produced DL [redacted] as identification, and who has acknowledged before me that she executed the same freely and voluntarily for the purposes therein expressed.

L. Shinkevich

NOTARY PUBLIC

Printed Name: Yuliya Shinkevich

My Commission Expires: 10/29/29

Yuliya Shinkevich
Notary Public
State of Florida
My Commission Expires10/29/2029
Commission No: HH725912

5490730v1

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day, month, and year last written below.

WITNESSES:

R. P. Burback

Print Name: R. P. Burback

L. Shinkevich

Print Name: Yuliya Shinkevich

DON BARRY JACKSON JR.

By: _____

Print Name: Don Barry Jackson Jr

STATE OF Florida
COUNTY OF Manatee

The foregoing instrument was acknowledged before me, by means of □ physical presence or □ online notarization, this 12 day of March, 2026, by Don Barry Jackson Jr.,

□ who is personally known to me,

□ who has produced Fl DL as identification, and who has acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

Yuliya Shinkevich
Notary Public
State of Florida
My Commission Expires10/29/2029
Commission No: HH725912

L. Shinkevich

NOTARY PUBLIC
Printed Name: Yuliya Shinkevich
My Commission Expires: 10/29/29

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day, month, and year last written below.

WITNESSES:

_____

Print Name: _____

_____

Print Name: _____

CITY OF BRADENTON, FLORIDA

By: _____
Gene Brown, Mayor

ATTEST:

_____
Tamara Melton, City Clerk

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of □ physical presence or □ online notarization, this ____ day of _____, 2026, by Gene Brown, the Mayor of the City of Bradenton, a Florida municipal corporation, on behalf of the City,

□ who is personally known to me,

□ who has produced _____ as identification, and who has acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

_____
NOTARY PUBLIC
Printed Name: _____
My Commission Expires: _____

FLORIDA DEPARTMENT OF Environmental Protection

Southwest District
13051 North Telecom Parkway #101
Temple Terrace, Florida 33637-0926

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Alexis A. Lambert
Secretary

December 31, 2025

Don Jackson
1215 50th Street Court East
Bradenton, FL, 34208
[redacted]

00005

Dear Don Jackson:

Enclosed is the Environmental Resource Permit, DEP Project No. 41-0453264-001-EI, issued pursuant to Part IV of Chapter 373, Florida Statutes, and Title 62, Florida Administrative Code.

Appeal rights for you and for any affected third party are described in the text of the permit along with conditions that must be met when authorized activities are undertaken.

You, as the applicant, are responsible for all aspects of permit compliance. You should therefore review this permit document carefully to ensure compliance with the general conditions and specific conditions contained herein.

Please be aware of permit General Condition number 4, which states, "At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice"."

If you have any questions about this document, please contact me at [redacted] or 813-470-5956. Thank you for your participation in the permit process and in managing the natural resources of the State of Florida.

Sincerely,

Jessica Hamilton

Jessica Hamilton
Environmental Specialist III
Permitting and Waste Cleanup Program

Enclosure: Environmental Resource Permit with Attachments (66 pages)

FLORIDA DEPARTMENT OF Environmental Protection

Southwest District
13051 North Telecom Parkway #101
Temple Terrace, Florida 33637-0926

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Alexis A. Lambert
Secretary

Permittee/Authorized Entity:
Don Jackson
1215 50th Street Court East
Bradenton, FL, 34208

Jackson Dock

Authorized Agent:
Florida Permitting, Inc.
c/o John McKenna
5318 Bayshore Road
Palmetto, FL, 34221

Individual Environmental Resource Permit

State-owned Submerged Lands Authorization – Granted

U.S. Army Corps of Engineers Authorization – Separate Corps Authorization Required

Manatee County
Permit No.: 41-0453264-001-EI

Permit Issuance Date: 12/31/2025
Permit Construction Phase Expiration Date: 12/30/2030

FLORIDA DEPARTMENT OF
Environmental Protection

Southwest District
13051 North Telecom Parkway #101
Temple Terrace, Florida 33637-0926

Ron DeSantis
Governor

Jeanette Nuñez
Lt. Governor

Alexis A. Lambert
Secretary

Consolidated Environmental Resource Permit and Sovereignty Submerged Lands Authorization

Permittee: Don Jackson
Permit No: 41-0453264-001-EI

PROJECT LOCATION

The activities authorized by this permit and sovereignty submerged lands authorization are located at 1215 50th Street Court East, Bradenton, Florida 34208, in Section 33, Township 34 South, Range 18 East in Manatee County, at latitude 27°29'12.2953" and longitude -82°29'54.1186."

PROJECT DESCRIPTION

The permittee is authorized to install approximately 1,640 square feet of walkway, with a 160-square-foot terminal platform, and an associated boatlift, resulting in a total of 1,800 square feet of overwater structures, within Braden River, a Class III, Florida Waterbody. Construction of the dock will result in shading and piling-related fill impacts to approximately 0.009 acres of salt marsh, as well as clearing and piling fill-related impacts to approximately 0.015 acres of mangrove swamp. The terminal platform will begin on the waterward side of the mangroves, run north to south, include a 30-square-foot step-down at the southern end, and be designed to accommodate one vessel. Authorized activities are depicted on the attached exhibits. The proposed docking structure is the smallest size necessary to provide reasonable access to the water based on the immediate resources; therefore, the activity qualifies for a Letter of Consent.

To offset unavoidable impacts to 0.009 acres of salt marsh and 0.015 acres of mangrove swamp, the permittee shall remove nuisance and exotic species within 0.31 acres of tidal marsh and mangrove swamp. The removal of Brazilian pepper (*Schinus terebinthofolius*) and carrotwood trees (*Cupaniopsis anacardiodes*), along with vine species which encroach into the area from the adjacent upland island this provides a Functional Gain of 0.02.

AUTHORIZATIONS

Jackson Dock

Environmental Resource Permit
The Department has determined that the activity qualifies for an Environmental Resource Permit. Therefore, the Environmental Resource Permit is hereby granted, pursuant to Part IV of Chapter 373, Florida Statutes (F.S.), and Chapter 62-330, Florida Administrative Code (F.A.C.).

Sovereignty Submerged Lands Authorization

The activity is located on sovereignty submerged lands owned by the State of Florida. It therefore also requires authorization from the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees), pursuant to Article X, Section 11 of the Florida Constitution, and Section 253.77, F.S., and Chapter 258, F.S. As staff to the Board of Trustees of the Internal Improvement Trust Fund (Board of Trustees) under Sections 253.002, F.S., the Department has determined that the activity qualifies for and requires a Letter of Consent, as long as the work performed is located within the boundaries as described and is consistent with the terms and conditions herein.

During the term of this Letter of Consent you shall maintain satisfactory evidence of sufficient upland interest as required by paragraph 18-21.004(3)(b), Florida Administrative Code. If such interest is terminated or the Board of Trustees determines that such interest did not exist on the date of issuance of this Letter of Consent, this Letter of Consent may be terminated by the Board of Trustees at its sole option. If the Board of Trustees terminates this Letter of Consent, you agree not to assert a claim or defense against the Board of Trustees arising out of this Letter of Consent.

Federal Authorization

Your proposed activity as outlined on your application and attached drawings **does not qualify** for Federal authorization pursuant to the State Programmatic General Permit and a **SEPARATE permit** or authorization **shall be required** from the Corps. You must apply separately to the Corps using the Application for Department of the Army Permit (ENG 4345) or alternative as allowed by Corps regulations. More information on Corps permitting may be found online in the Jacksonville District Regulatory Division Sourcebook:

(https://www.saj.usace.army.mil/Missions/Regulatory/Source-Book/).
Authority for review - an agreement with the USACOE entitled "Coordination Agreement Between the U. S. Army Corps of Engineers (Jacksonville District) and the Florida Department of Environmental Protection (or Duly Authorized Designee), State Programmatic General Permit", Section 10 of the Rivers and Harbor Act of 1899, and Section 404 of the Clean Water Act.

Coastal Zone Management Consistent

Issuance of this authorization also constitutes a finding of consistency with Florida's Coastal Zone Management Program, as required by Section 307 of the Coastal Zone Management Act.

Water Quality Certification Granted

This permit also constitutes a *grant* of water quality certification under Section 401 of the Clean Water Act, 33 U.S.C. Section 1341. Pursuant to Rule 62-330.062, F.A.C. issuance of the individual or conceptual approval permit under this chapter shall constitute certification of compliance with water quality standards.

Other Authorizations

You are advised that authorizations or permits for this activity may be required by other federal, state, regional, or local entities including but not limited to local governments or municipalities. This permit does not relieve you from the requirements to obtain all other required permits or authorizations.

The activity described may be conducted only in accordance with the terms, conditions and attachments contained in this document. Issuance and granting of the permit and authorizations herein do not infer, nor guarantee, nor imply that future permits, authorizations, or modifications will be granted by the Department.

PERMIT/SOVEREIGNTY SUBMERGED LANDS CONDITIONS

The activities described must be conducted in accordance with:

- **The Specific Conditions**
- **The General Conditions**
- **The Special Consent Conditions**
- **The General Conditions for Sovereignty Submerged Lands Authorization**
- **The limits, conditions and locations of work shown in the attached drawings**
- **The term limits of this authorization**

You are advised to read and understand these conditions and drawings prior to beginning the authorized activities, and to ensure the work is conducted in conformance with all the terms, conditions, and drawings herein. If you are using a contractor, the contractor also should read and understand these conditions and drawings prior to beginning any activity. Failure to comply with these conditions, including any mitigation requirements, shall be grounds for the Department to revoke the permit and authorization and to take appropriate enforcement action. Operation of the facility is not authorized except when determined to be in conformance with all applicable rules and this permit and sovereignty submerged lands authorization, as described.

SPECIFIC CONDITIONS

1. Submittals required herein (e.g., progress reports, as-built drawings, etc.) shall include the permittee's name and permit number 41-0453264-001-EI and shall be directed by e-mail to [redacted] with a subject line of "Compliance: permit number 41-0453264-001-EI", or by mail to:

   Department of Environmental Protection
   Southwest District
   ATTN: ERP Compliance Assurance
   13051 North Telecom Parkway, Suite 101
   Temple Terrace, FL 33637-0926

2. The structure/work authorized by this permit shall not be placed/conducted on any property, other than that owned by the permittee, without the prior written approval of that property owner.

3. In the event the permittee files for bankruptcy prior to completion of work permitted and required by this permit, the permittee must notify the Department within 30 days of filing. The notification shall identify the bankruptcy court and case number and shall include a copy of the bankruptcy petition.

SPECIFIC CONDITIONS – PRIOR TO ANY CONSTRUCTION

4. Best management practices for erosion control shall be implemented prior to construction commencement and shall be maintained at all times during construction to prevent siltation and turbid discharges in excess of State water quality standards (>29 NTU's above background, pursuant to Rule 62-302, F.A.C. Methods may include, but are not limited to the use of staked hay bales, staked filter cloth, sodding, seeding, staged construction and the installation of turbidity screens around the immediate project site.

SPECIFIC CONDITIONS – CONSTRUCTION ACTIVITIES

5. Wetland areas or waterbodies that are outside the specific limits of construction authorized by this permit, must be protected from erosion, sedimentation, siltation, scouring, excess turbidity, and/or dewatering. There shall be no discharge in violation of the water quality standards in Chapter 62-302, F.A.C. Turbidity/erosion controls shall be installed prior to clearing, excavation or placement of fill material, shall be maintained until construction is completed, disturbed areas are stabilized, and turbidity levels have fallen to less than 29 NTU's above background. The turbidity and erosion control devices shall be removed within 14 days once these conditions are met.

6. Areas of exposed soils shall be isolated from wetlands or other surface waters to prevent erosion and deposition of these soils into wetlands or other surface waters during construction and operation of permitted activities.

7. Side slopes, exposed and/or disturbed land surfaces shall be stabilized with sod, seed or mulch within 48 hours following completion of final grades at the project site to prevent erosion, sedimentation, siltation or scouring.

8. The permittee shall be responsible for ensuring erosion control devices/procedures are inspected and maintained daily during all phases of construction authorized by this permit until areas disturbed during construction are sufficiently stabilized to prevent erosion, siltation, and turbid discharges.

9. The elevation of the decking shall be a minimum of 5 feet above mean high water. There shall be a minimum of 1/2-inch spacing between deck planks.

10. Wood pilings shall be entirely wrapped with High Density Polyethylene or vinyl sheeting with a minimum of 30-mil thickness from below the mud line to two feet above the mean high water line. Pilings that have to be replaced during the life of the facility shall meet the requirements of this condition.

11. Watercraft associated with the construction of the permitted structure shall operate within waters of sufficient depth to preclude bottom scouring/prop dredging. There shall be a minimum 12-inch clearance between the deepest draft of the vessel (with the motor in the down position) and the top of submerged resources or submerged bottom if resources are not present as measured at mean low water.

12. Handrails shall be installed along both sides of the access walkway concurrently with dock construction. Handrails shall be constructed as shown on the attached permit drawings to eliminate access by boaters and shall be maintained for the life of the facility.

13. Mooring is not authorized along the western side of the terminal platform. In order to ensure compliance with this condition, "No Mooring" signs shall be posted on the west side of the dock in such a manner as to be clearly visible by boaters using the facility.

14. Manatee signs shall be posted along the western side of the terminal platform.

15. This permit does not authorize the installation of water, sewer, cable or utility lines within wetlands or waterbodies.

16. Unauthorized impacts to wetlands as a result of the authorized construction shall be reported to the Department within 24 hours.

17. Storage or stockpiling of tools and materials (i.e., lumber, pilings, debris) within wetlands or other surface waters is prohibited.

SPECIFIC CONDITIONS – MITIGATION

18. To mitigate for 0.009 acres of impact to salt marsh and 0.015 acres of mangrove swamp, the permittee shall implement the on-site mitigation plan as described in Attachment 2 – "Mitigation Plan," and shown as the red and green hashed areas on page 15 of the project drawings.. The permittee shall remove nuisance and exotic species within the 0.31 acres of tidal marsh and mangrove swamp. This includes the removal of Brazilian pepper (*Schinus terebinthofolius*), carrotwood trees (*Cupaniopsis anacardiodes*), and vine species.

19. The Department's approval of the mitigation plan pursuant to this permit does not constitute a finding by the Department the mitigation will meet the required success criteria. The permittee acknowledges its obligation to meet the intent of the permit regarding the mitigation objective until the mitigation is determined by the Department to be successful.

20. Nuisance/Exotic species in the enhancement area will be removed by hand or small saw due to the delicate surrounding habitats and difficulties associated with bringing any equipment to the site. Small saplings may be sprayed with a herbicide approved for use in wetlands, while larger shrubs and trees will be cut and the stumps painted with approved herbicide such as Aquastar. Removal of Brazilian pepper trees (*Schinus terebinthofolius*) will be concentrated during the growing season before the shrub produces berries in the fall. This will help to minimize additional spread of the species. Any herbicide applications will be performed by a licensed applicator using herbicides approved for use in wetlands and estuaries.

21. Any modification of herbicides used will require Department review and approval.

22. An initial maintenance event will occur prior to the construction of the dock. A report shall be submitted at the three-month mark after the construction is completed. Follow up maintenance events will then be performed bimonthly for the first year, followed by quarterly each year for a total of three years minimum until the success criteria are met. Each maintenance event will be documented and discussed in the next monitoring report to be submitted to the Department. Photographs of the area will also be included in each report. Once success criteria are met and the area is released from monitoring, maintenance events will be performed on an "as-needed" basis in perpetuity.

23. A "Time Zero" Monitoring Report shall be submitted upon completion of the nuisance/exotic species removal of the mitigation area(s) and shall include the following:

    a. Dates of nuisance/exotic species removal;
    b. Methods of removal.
    c. Plant species composition in area along with % cover of each.
    d. Color photographs to provide an accurate representation of each mitigation area. The photographs shall be taken from fixed reference points and directions which are shown on a scaled plan view drawing, and

SPECIFIC MANATEE CONDITIONS

24. All personnel associated with the project shall be instructed about the presence of manatees and manatee speed zones, and the need to avoid collisions with, and injury to manatees. The permittee shall advise all construction personnel that there are civil and criminal penalties for harming, harassing, or killing manatees which are protected under the Marine Mammal Protection Act, the Endangered Species Act, and the Florida Manatee Sanctuary Act.

25. All vessels associated with the construction project shall operate at "Idle Speed/No Wake" at all times while in the immediate area and while in water where the draft of the vessel provides less than a four-foot clearance from the bottom. All vessels shall follow routes of deep water whenever possible.

26. Siltation or turbidity barriers shall be made of material in which manatees cannot become entangled, shall be properly secured, and shall be regularly monitored to avoid manatee entanglement or entrapment. Barriers shall not impede manatee movement.

27. All on-site project personnel are responsible for observing water-related activities for the presence of manatees. All in-water operations, including vessels, shall be shutdown if a manatee comes within 50 feet of the operation. Activities shall not resume until every manatee has moved beyond the 50-foot radius of the project operation, or until 30 minutes has elapsed wherein a manatee has not reappeared within 50 feet of the operation. Animals shall not be herded away or harassed into leaving.

28. Any collision with or injury to a manatee shall be reported immediately to the FWC Hotline at 1-888-404-FWCC. Collision and/or injury should also be reported to the U.S. Fish and

Wildlife Service in Jacksonville (1-904-731-3336) for north Florida or Vero Beach (1-772-562-3909) for south Florida..

SPECIFIC CONDITIONS FOR LISTED SPECIES

29. This permit does not authorize the permittee to cause any adverse impact to or "take" of state listed species and other regulated species of fish and wildlife. Compliance with state laws regulating the take of fish and wildlife is the responsibility of the owner or permittee associated with this project. Please refer to Chapter 68A-27 of the Florida Administrative Code for definitions of "take" and a list of fish and wildlife species. If listed species are observed onsite, Florida Fish and Wildlife Conservation Commission (FWC) staff are available to provide decision support information or assist in obtaining the appropriate FWC permits. Most marine endangered and threatened species are statutorily protected and a "take" permit cannot be issued. Requests for further information or review can be sent to ConservationPlanningServices@MyFWC.com.

30. If new information (e.g. listing of new species, new critical habitat, etc.) shows that the magnitude of impacts to federally listed species has the potential for adverse effects, the U.S. Fish and Wildlife Service (USFWS) will notify the Department. The Department will initiate coordination with the permittee and with the USFWS to determine what adverse impacts are likely and if additional minimization measures, reporting, or monitoring are required in order to be consistent with the Endangered Species Act, as deemed necessary by USFWS.

31. The Permittee shall report any injured, sick, or dead federally or state listed animal(s) discovered onsite to the Florida Fish and Wildlife Conservation Commission Wildlife Alert number at 888-404-FWCC (3922).

SPECIFIC CONDITIONS – CONSTRUCTION COMPLETION

The permittee shall comply with the following conditions prior to the transfer to operation phase of the facility. All documentation required below shall be included with the permittee's request to transfer the project to the operation phase [Form No. 62-330.310(3), F.A.C.].

32. Within 30 days after completion of construction of the permitted or authorized activity, and prior to transfer to operation, the permittee shall submit as-builts of the completed structure. The as-builts shall show the size and dimensions of all existing structures and activities within the permitted project area. Constructed deviations may require a permit modification and/or lease.

SPECIFIC CONDITIONS – OPERATION AND MAINTENANCE ACTIVITIES

33. The waterward end of the dock shall be marked with a sufficient number of reflectors (not red or green) so as to be visible from the water at night by reflected light. The reflective markers shall be maintained for the life of the facility.

34. The docking facility is limited to the mooring of one vessel with the slip depicted in the attached project drawing labelled "Platform Detail".

35. There shall be a minimum 12-inch clearance between the deepest draft of the vessel (with the motor in the down position) and the top of submerged resources or submerged bottom if no resources are present for all vessels associated with the use of the docking facility as measured at mean low water.

36. Fish cleaning stations shall not be allowed on structures over the water unless sufficient measures are in place (i.e., signage, sink screens, waste receptacles, etc.) to ensure that overboard discharges of trash and/or animal waste do not occur at the dock. The permittee shall submit a plan for Department review and approval prior to installation of any fish cleaning stations.

37. The handrails and no mooring signs required in Special Conditions No. 12 & 13 shall be maintained for the life of the facility.

38. Boat maintenance or repair activities that require the removal of a vessel from the water, or removal of major portions of the vessel, including the engine, for purposes of routine repair or maintenance on site are prohibited over water at the facility, except where such activities are necessitated by emergency conditions which have resulted in or can result in the sinking of a vessel. Specifically prohibited shall be hull scraping, stripping, sanding, painting, recoating, and other maintenance or repair activities that may result in degradation of water quality from discharges or release of potential contaminants into waters of the state.

39. The elevation of the decking shall be a minimum of 5 feet above mean high water. There shall be a minimum of 1/2-inch spacing between deck planks.

40. Pilings that have to be replaced during the life of the facility shall meet the requirements of Specific Condition No. 10.

41. Manatee signs shall be maintained for the life of the docking structure and meet the requirements in Specific Condition No. 14.

SPECIFIC CONDITIONS – MONITORING/REPORTING REQUIREMENTS

42. The responsibility to assess if the mitigation is meeting the permit-specified success criteria shall not fall solely on the Department. In the event the permittee becomes aware mitigation is not meeting the success criteria (based on either site observations or review of monitoring reports), the permittee, no later than six months before the permit construction phase expiration date, shall submit an alternative mitigation plan to the Department for review and approval.

43. Monitoring of the area will continue for 3 years on an annual basis with the exception of the first year. During the first year approximately 3 months after the initial nuisance/exotic species removal a monitoring report is to be submitted to the department. Each annual monitoring report will contain:

- Color photographic prints taken from the reference points established in the Time Zero Monitoring Report.
- Plant species composition with estimates of the contribution of each species to percent cover.
- Dates of each maintenance event occurring at the site during the past year.

44. The mitigation area will be considered successful when the site meets the following criteria:
    - Naturally recruited wetland species have achieved a minimum 80 % cover;
    - Total contribution to percent cover by non-native wetland species and species not listed in 62-340.450, F.A.C. shall be maintained below 5 %;
    - The Department's State Lands and Environmental Resource Program staff has inspected the mitigation area and determined that the mitigation area(s) meets the above success criteria.

45. Failure of the Department to notify the permittee of mitigation failure does not prevent the Department from requiring the permittee to meet mitigation success criteria as defined in specific condition No. 44.

GENERAL CONDITIONS FOR INDIVIDUAL PERMITS

The following general conditions are binding on all individual permits issued under this chapter, except where the conditions are not applicable to the authorized activity, or where the conditions must be modified to accommodate project-specific conditions.

1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.

2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.

3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the *State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007)*, and the *Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008)*, which are both incorporated by reference in subparagraph 62-330.050(9)(b)5., F.A.C., unless a

project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.

4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice," (October 1, 2013), (http://www.flrules.org/Gateway/reference.asp?No=Ref-02505), incorporated by reference herein, indicating the expected start and completion dates. A copy of this form may be obtained from the Agency, as described in subsection 62-330.010(5), F.A.C., and shall be submitted electronically or by mail to the Agency. However, for activities involving more than one acre of construction that also require a NPDES stormwater construction general permit, submittal of the Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities, DEP Form 62-621.300(4)(b), shall also serve as notice of commencement of construction under this chapter and, in such a case, submittal of Form 62-330.350(1) is not required.

5. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.

6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:

   a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex – "Construction Completion and Inspection Certification for Activities Associated With a Private Single-Family Dwelling Unit" [Form 62-330.310(3)]; or

   b. For all other activities – "As-Built Certification and Request for Conversion to Operational Phase" [Form 62-330.310(1)].

   c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.

7. If the final operation and maintenance entity is a third party:

   a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as- built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.3 of Volume I) as filed with the Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.

   b. Within 30 days of submittal of the as- built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation Entity" [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.

8. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.

9. This permit does not:

   a. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;

   b. Convey to the permittee or create in the permittee any interest in real property;

   c. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or

   d. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.

10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.

11. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.

12. The permittee shall notify the Agency in writing:

   a. Immediately if any previously submitted information is discovered to be inaccurate; and

   b. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.

13. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.

14. If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, stone tools, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are

encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section (DHR), at (850)245-6333, as well as the appropriate permitting agency office. Project activities shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and the proper authorities notified in accordance with section 872.05, F.S. For project activities subject to prior consultation with the DHR and as an alternative to the above requirements, the permittee may follow procedures for unanticipated discoveries as set forth within a cultural resources assessment survey determined complete and sufficient by DHR and included as a specific permit condition herein.

15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.

16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.

17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.

18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with subsection 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.

19. In addition to those general conditions in subsection (1), above, the Agency shall impose any additional project-specific special conditions necessary to assure the permitted activities will not be harmful to the water resources, as set forth in rules 62-330.301 and 62-330.302, F.A.C., Volumes I and II, as applicable, and the rules incorporated by reference in this chapter.

SPECIAL CONSENT CONDITIONS

1. The applicant agrees to indemnify, defend and hold harmless the Board of Trustees and the State of Florida from all claims, actions, lawsuits and demands in any form arising out of the authorization to use sovereignty submerged lands or the applicant's use and construction of structures on sovereignty submerged lands. This duty to indemnify and hold harmless will include any and all liabilities that are associated with the structure or activity including

special assessments or taxes that are now or in the future assessed against the structure or activity during the period of the authorization.

2. Failure by the Board of Trustees to enforce any violation of a provision of the authorization or waiver by the Board of Trustees of any provision of the authorization will not invalidate the provision not enforced or waived, nor will the failure to enforce or a waiver prevent the Board of Trustees from enforcing the unenforced or waived provision in the event of a violation of that provision.

3. Applicant binds itself and its successors and assigns to abide by the provisions and conditions set forth in the authorization. If the applicant or its successors or assigns fails or refuses to comply with the provisions and conditions of the authorization, the authorization may be terminated by the Board of Trustees after written notice to the applicant or its successors or assigns. Upon receipt of such notice, the applicant or its successors or assigns will have thirty (30) days in which to correct the violations. Failure to correct the violations within this period will result in the automatic revocation of this authorization.

4. All costs incurred by the Board of Trustees in enforcing the terms and conditions of the authorization will be paid by the applicant. Any notice required by law will be made by certified mail at the address shown on page one of the authorization. The applicant will notify the Board of Trustees in writing of any change of address at least ten days before the change becomes effective.

5. This authorization does not allow any activity prohibited in a conservation easement or restrictive covenant that prohibits the activity.

GENERAL CONDITIONS FOR SOVEREIGNTY SUBMERGED LANDS AUTHORIZATION

Any use of sovereignty submerged lands is subject to the following general conditions are binding upon the applicant and are enforceable under Chapter 253, F.S.

1. Sovereignty submerged lands may be used only for the specified activity or use. Any unauthorized deviation from the specified activity or use and the conditions for undertaking that activity or use will constitute a violation. Violation of the authorization will result in suspension or revocation of the applicant's use of the sovereignty submerged lands unless cured to the satisfaction of the Board of Trustees.

2. Authorization under Rule 18-21.005, F.A.C., conveys no title to sovereignty submerged lands or water column, nor does it constitute recognition or acknowledgment of any other person's title to such land or water.

3. Authorizations under Rule 18-21.005, F.A.C., may be modified, suspended or revoked in accordance with its terms or the remedies provided in Sections 253.04, F.S. and Chapter 18-14, F.A.C.

4. Structures or activities will be constructed and used to avoid or minimize adverse impacts to resources.

5. Construction, use, or operation of the structure or activity will not adversely affect any species which is endangered, threatened or of special concern, as listed in Rules 68A-27.003, 68A-27.004, and 68A-27.005, F.A.C.

6. Structures or activities will not unreasonably interfere with riparian rights. When a court of competent jurisdiction determines that riparian rights have been unlawfully affected, the structure or activity will be modified in accordance with the court's decision.

7. Structures or activities will not create a navigational hazard.

8. Activities shall not interfere with the public easement for traditional uses of the sandy beaches provided in section 161.141, F.S.

9. Structures will be maintained in a functional condition and will be repaired or removed if they become dilapidated to such an extent that they are no longer functional. This shall not be construed to prohibit the repair or replacement subject to the provisions of rule 18-21.005, F.A.C., within one year, of a structure damaged in a discrete event such as a storm, flood, accident, or fire.

10. Structures or activities will be constructed, operated, and maintained solely for water dependent purposes, or for non-water dependent activities authorized under paragraph 18-21.004(1)(g), F.A.C., or any other applicable law.

11. The applicant agrees to indemnify, defend and hold harmless the Board of Trustees and the State of Florida from all claims, actions, lawsuits and demands in any form arising out of the authorization to use sovereignty submerged lands or the applicant's use and construction of structures on sovereignty submerged lands. This duty to indemnify and hold harmless will include any and all liabilities that are associated with the structure or activity including special assessments or taxes that are now or in the future assessed against the structure or activity during the period of the authorization.

12. Failure by the Board of Trustees to enforce any violation of a provision of the authorization or waiver by the Board of Trustees of any provision of the authorization will not invalidate the provision not enforced or waived, nor will the failure to enforce or a waiver prevent the Board of Trustees from enforcing the unenforced or waived provision in the event of a violation of that provision.

13. Applicant binds itself and its successors and assigns to abide by the provisions and conditions set forth in the authorization. If the applicant or its successors or assigns fails or refuses to comply with the provisions and conditions of the authorization, the authorization may be terminated by the Board of Trustees after written notice to the applicant or its successors or assigns. Upon receipt of such notice, the applicant or its successors or assigns will have thirty (30) days in which to correct the violations. Failure to correct the violations within this period will result in the automatic revocation of this authorization.

14. All costs incurred by the Board of Trustees in enforcing the terms and conditions of the authorization will be paid by the applicant. Any notice required by law will be made by certified mail at the address shown on page one of the authorization. The applicant will notify the Board of Trustees in writing of any change of address at least ten days before the change becomes effective.

15. This authorization does not allow any activity prohibited in a conservation easement or restrictive covenant that prohibits the activity.

NOTICE OF RIGHTS

This action is final and effective on the date filed with the Clerk of the Department unless a petition for an administrative hearing is timely filed under Sections 120.569 and 120.57, F.S., before the deadline for filing a petition. On the filing of a timely and sufficient petition, this action will not be final and effective until further order of the Department. Because the administrative hearing process is designed to formulate final agency action, the hearing process may result in a modification of the agency action or even denial of the application.

Petition for Administrative Hearing

A person whose substantial interests are affected by the Department's action may petition for an administrative proceeding (hearing) under Sections 120.569 and 120.57, F.S. Pursuant to Rule 28-106.20 and 28-106.301, F.A.C., a petition for an administrative hearing must contain the following information:

(a) The name and address of each agency affected and each agency's file or identification number, if known;
(b) The name, address, any e-mail address, any facsimile number, and telephone number of the petitioner, if the petitioner is not represented by an attorney or a qualified representative; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;
(c) A statement of when and how the petitioner received notice of the agency decision;
(d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
(e) A concise statement of the ultimate facts alleged, including the specific facts that the petitioner contends warrant reversal or modification of the agency's proposed action;
(f) A statement of the specific rules or statutes that the petitioner contends require reversal or modification of the agency's proposed action, including an explanation of how the alleged facts relate to the specific rules or statutes; and
(g) A statement of the relief sought by the petitioner, stating precisely the action that the petitioner wishes the agency to take with respect to the agency's proposed action.

The petition must be filed (received by the Clerk) in the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@dep.state.fl.us. Also, a copy of the petition shall be mailed to the applicant at the address indicated above at the time of filing.

Time Period for Filing a Petition

In accordance with Rule 62-110.106(3), F.A.C., petitions for an administrative hearing by the applicant and persons entitled to written notice under Section 120.60(3), F.S., must be filed within 14 days of receipt of this written notice. Petitions filed by any persons other than the applicant, and other than those entitled to written notice under Section 120.60(3), F.S., must be filed within 14 days of publication of the notice or within 14 days of receipt of the written notice, whichever occurs first. You cannot justifiably rely on the finality of this decision unless notice of this decision and the right of substantially affected persons to challenge this decision has been duly published or otherwise provided to all persons substantially affected by the decision. While you are not required to publish notice of this action, you may elect to do so pursuant Rule 62-110.106(10)(a).

The failure to file a petition within the appropriate time period shall constitute a waiver of that person's right to request an administrative determination (hearing) under Sections 120.569 and 120.57, F.S., or to intervene in this proceeding and participate as a party to it. Any subsequent intervention (in a proceeding initiated by another party) will be only at the discretion of the presiding officer upon the filing of a motion in compliance with Rule 28-106.205, F.A.C. If you do not publish notice of this action, this waiver will not apply to persons who have not received written notice of this action.

Extension of Time

Under Rule 62-110.106(4), F.A.C., a person whose substantial interests are affected by the Department's action may also request an extension of time to file a petition for an administrative hearing. The Department may, for good cause shown, grant the request for an extension of time. Requests for extension of time must be filed with the Office of General Counsel of the Department at 3900 Commonwealth Boulevard, Mail Station 35, Tallahassee, Florida 32399-3000, or via electronic correspondence at Agency_Clerk@dep.state.fl.us, before the deadline for filing a petition for an administrative hearing. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

Mediation

Mediation is not available in this proceeding.

FLAWAC Review

The applicant, or any party within the meaning of Section 373.114(1)(a) or 373.4275, F.S., may also seek appellate review of this order before the Land and Water Adjudicatory Commission under Section 373.114(1) or 373.4275, F.S. Requests for review before the Land and Water Adjudicatory Commission must be filed with the Secretary of the Commission and served on the Department within 20 days from the date when this order is filed with the Clerk of the Department.

Judicial Review

Once this decision becomes final, any party to this action has the right to seek judicial review pursuant to Section 120.68, F.S., by filing a Notice of Appeal pursuant to Florida Rules of Appellate Procedure 9.110 and 9.190 with the Clerk of the Department in the Office of General Counsel (Station #35, 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000) and by filing a copy of the Notice of Appeal accompanied by the applicable filing fees with the appropriate district court

Permit Expiration: 12/30/2030

of appeal. The notice must be filed within 30 days from the date this action is filed with the Clerk of the Department.

Executed in Hillsborough County, Florida.

STATE OF FLORIDA DEPARTMENT
OF ENVIRONMENTAL PROTECTION

Sarah McWilliams
Environmental Manager
Submerged Lands & Environmental
Resource Program

Attachments:

1. Project Drawings and Design Specs., 15 pages
2. Mitigation Plan, 27 pages
3. Construction Commencement Notice/Form 62-330.350(1), 1 page
4. Construction Completion & Inspection Certification for Single-Family Activity/Form 62-330.310(3), 2 pages
5. Request to Transfer Permit/Form 62-330.340(1), 2 pages

Copies furnished to:

Jessica Hamilton, Southwest District, [redacted]
ERP Permitting, Southwest District, [redacted]
Shannon Herbon, Southwest District [redacted]
U.S. Army Corps of Engineers, [redacted]
John McKenna, Florida Permitting, [redacted]

Permit Expiration: 12/30/2030

CERTIFICATE OF SERVICE

The undersigned hereby certifies that this permit and authorization to use sovereignty submerged lands, including all copies, were mailed before the close of business on __December 31, 2025__, to the above listed persons.

FILING AND ACKNOWLEDGMENT

FILED, on this date, under 120.52(7) of the Florida Statutes, with the designated Department Clerk, receipt of which is hereby acknowledged.

_____ December 31, 2025_____
Clerk Date

Location Map



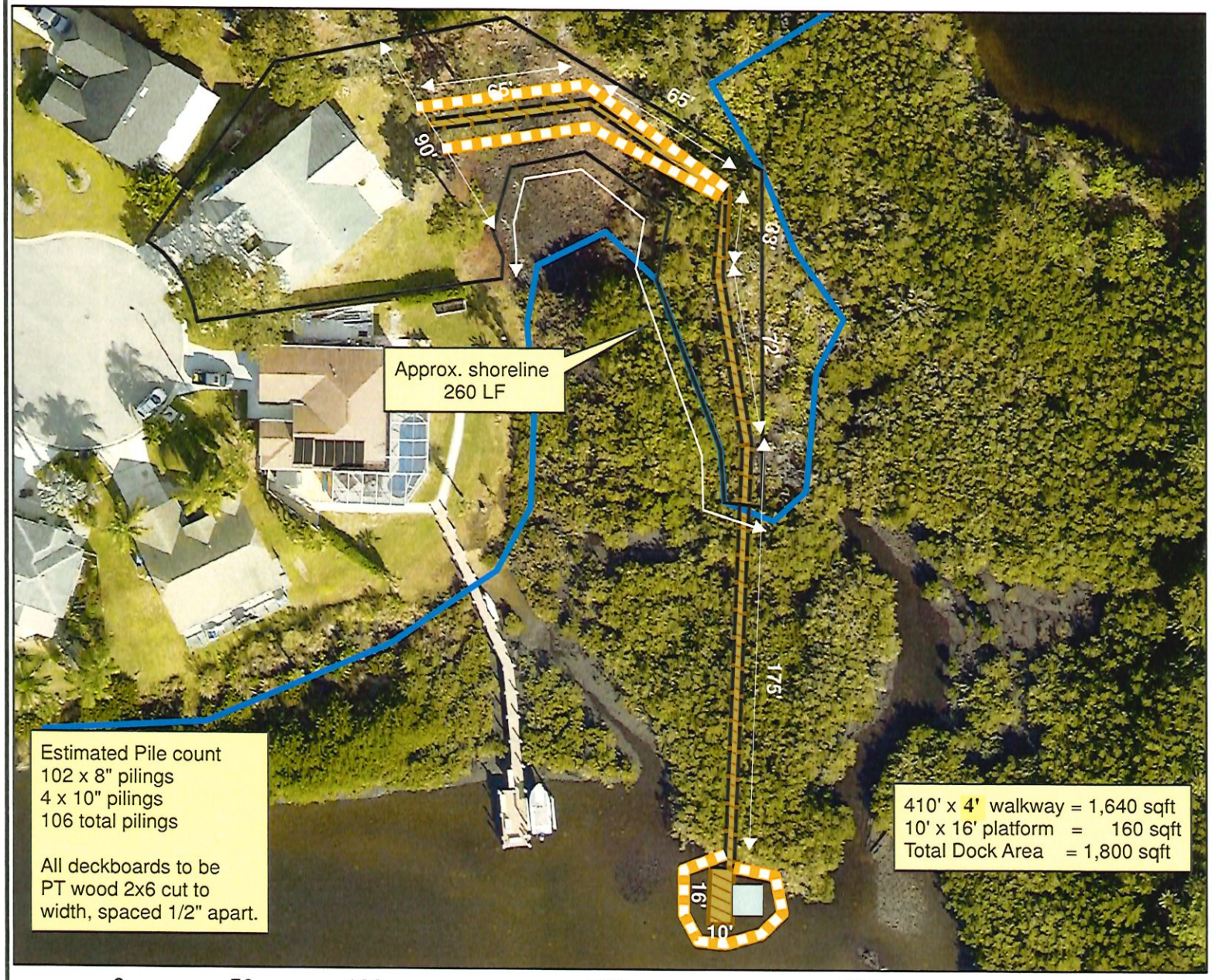
1215 50th St. Ct. E.
Bradenton, FL 34208
Manatee County

Jackson Parcel
Boatlift

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Florida Permitting, Inc.
Consulting Environmental Scientists
Palmetto, FL 34221

BMPs



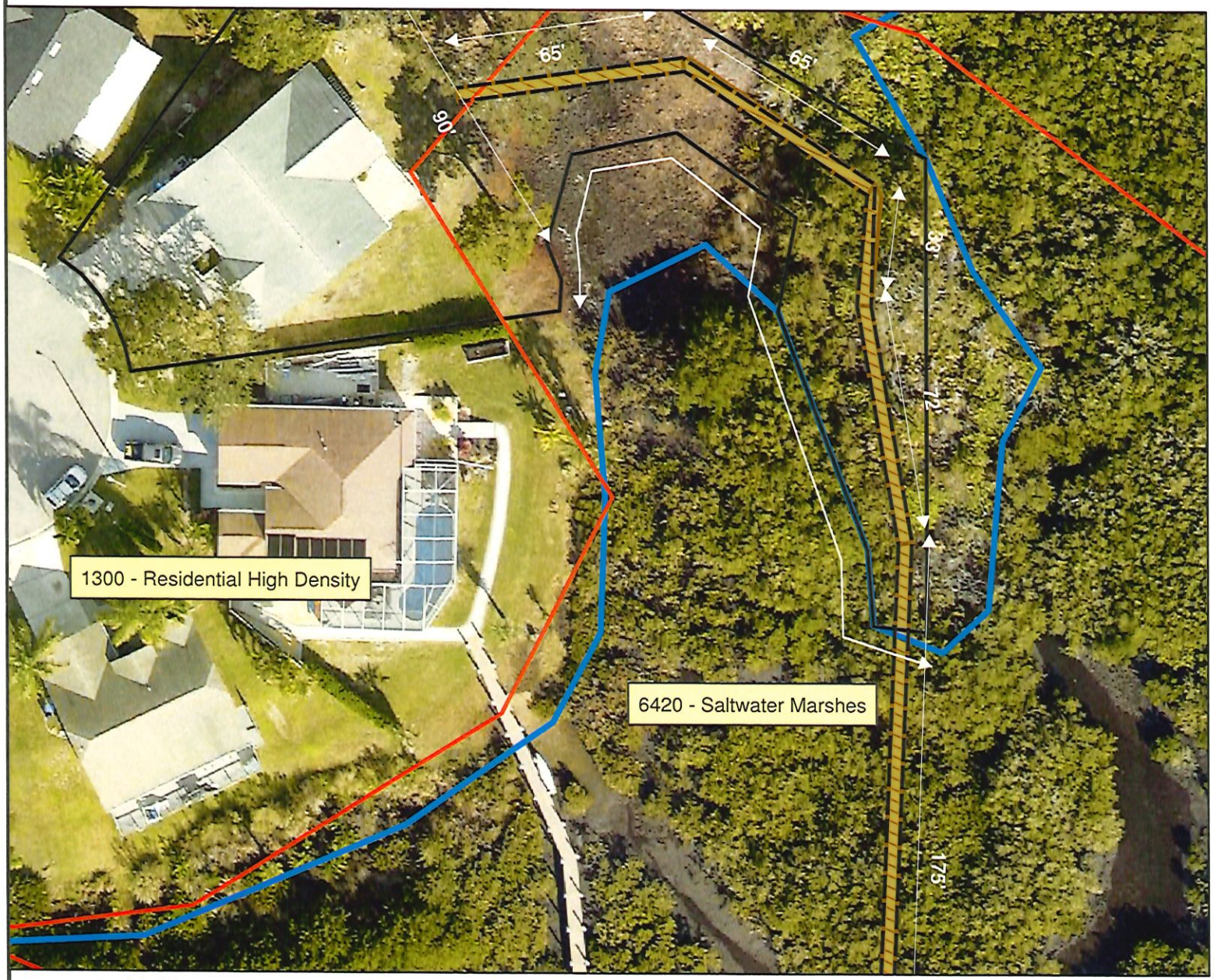
1215 50th St. Ct. E.
Bradenton, FL 34208
Manatee County

- Turbidity Barriers
- Handrails
- Jackson Parcel
- Estimated MHWL
- Boatlift
- Dock 3

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FLUCFCS Map



1215 50th St. Ct. E.
Bradenton, FL 34208
Manatee County

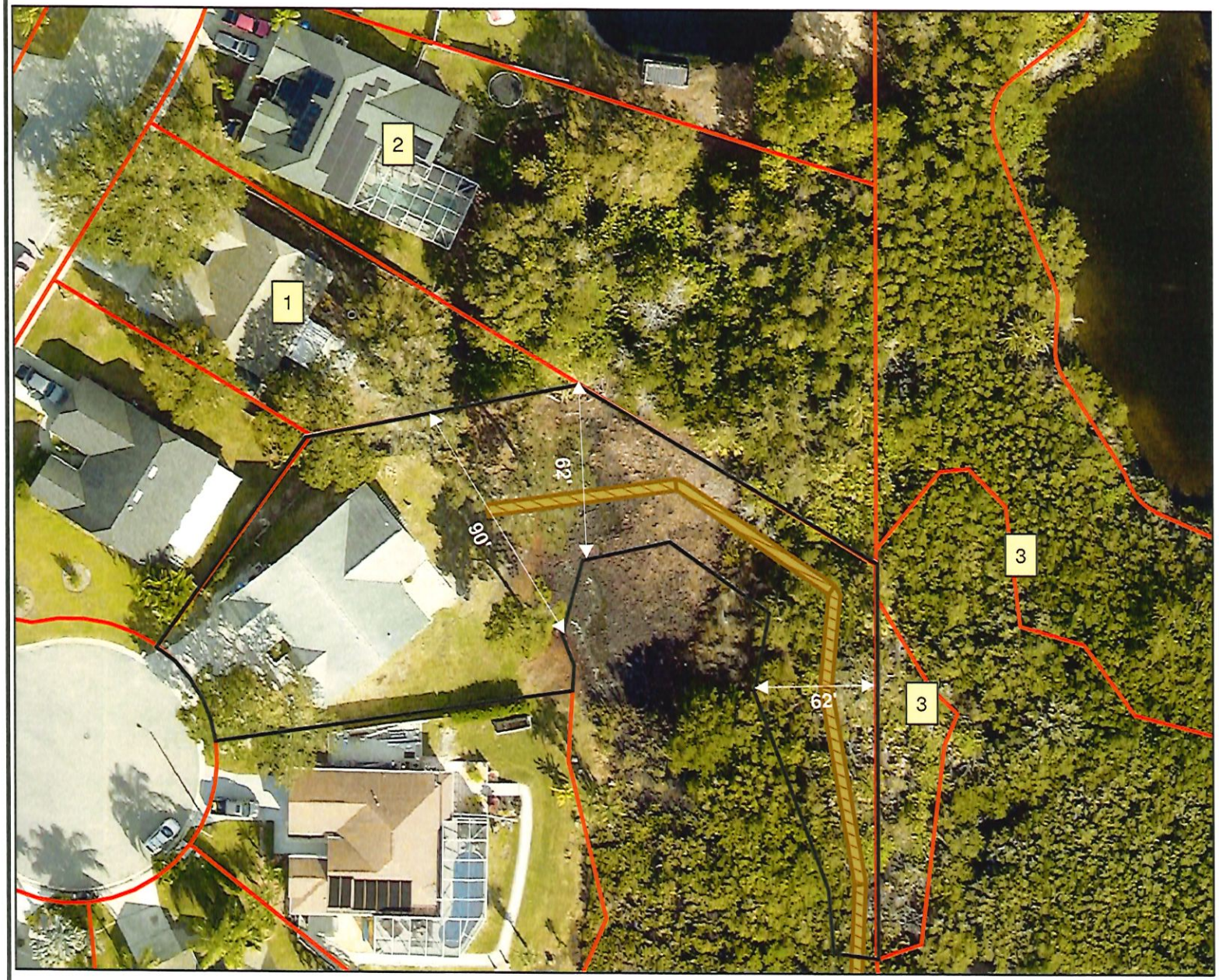
- Handrails
- LANDUSELA...
- Jackson Parcel
- Estimated MHWL
- Boatlift
- Dock 3

Survey Date April 24, 2024
9:30-11:10 A.M
-0.0' Tide at 10:15 A.M.
Ellenton Tide Station

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Consulting Environmental Scientists
Palmetto, FL 34221

Adjacent Propety Distances



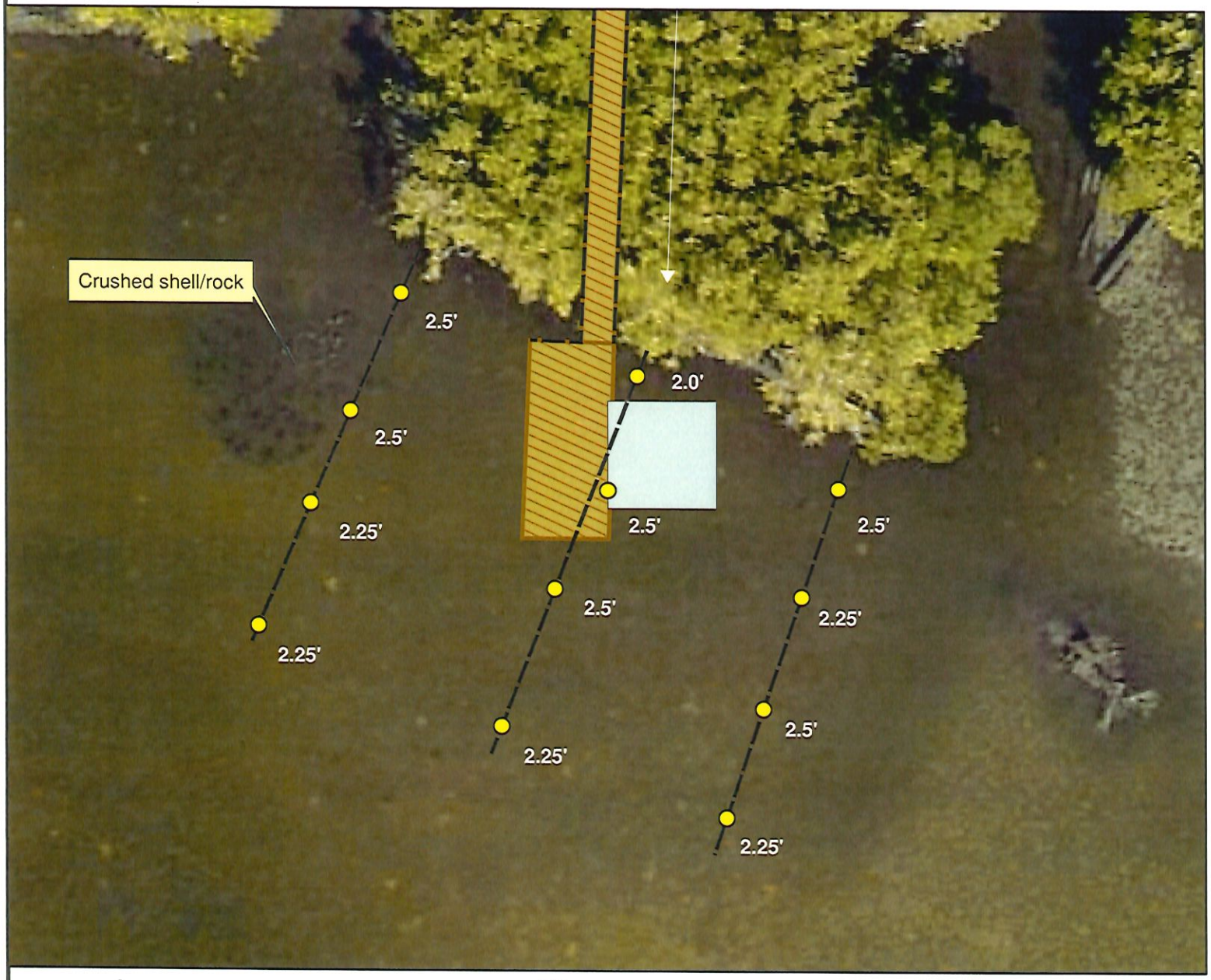
1215 50th St. Ct. E.
Bradenton, FL 34208
Manatee County

Jackson Parcel
Boatlift
Dock 3
Parcels_-_OpenData

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Palmetto, FL 34221

Benthic Survey



1215 50th St. Ct. E.
Bradenton, FL 34208
Manatee County

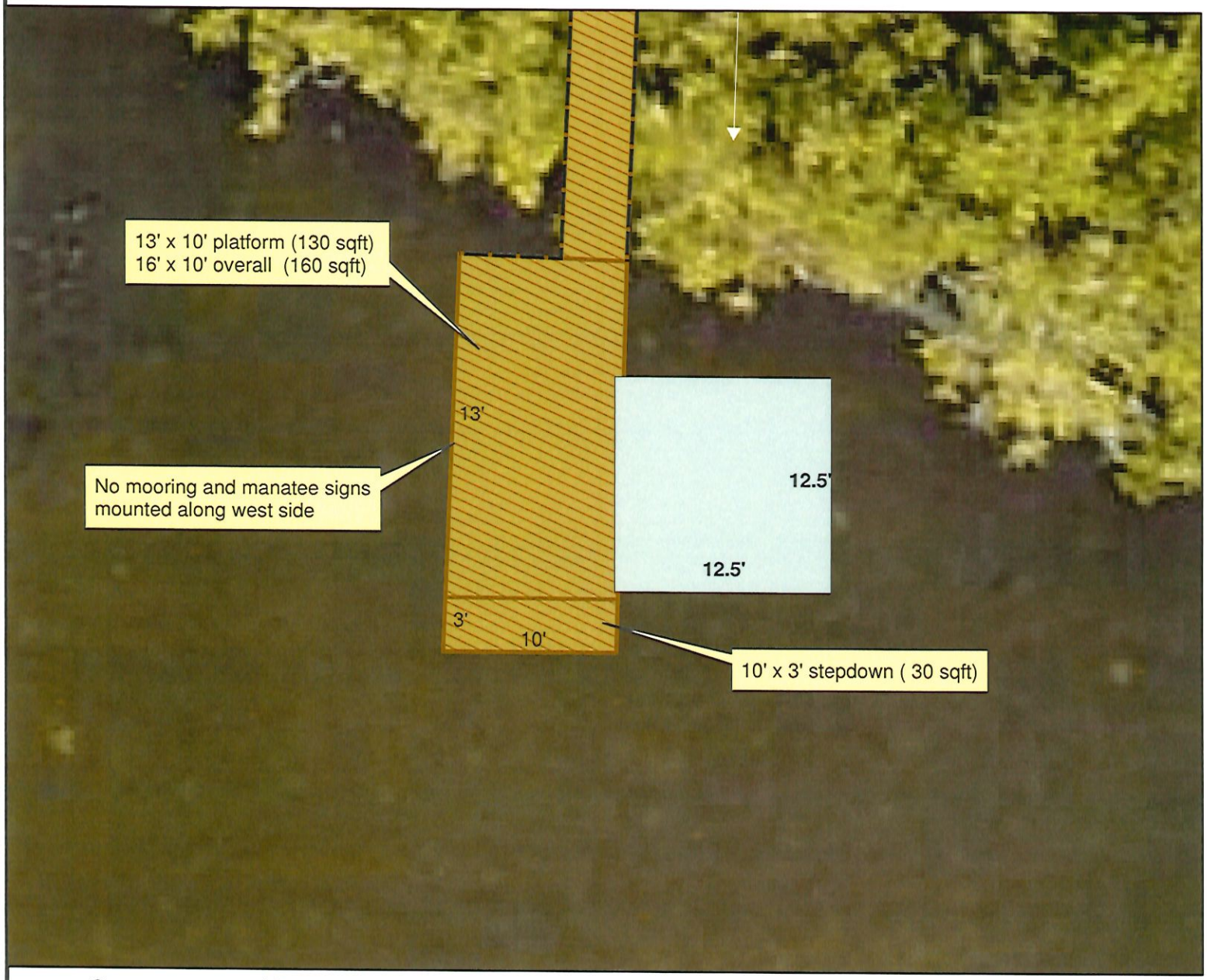
- MLW water depths
- Transects
- Handrails
- Jackson Parcel
- Estimated MHWL
- Boatlift
- Dock 3

Survey Date April 24, 2024
9:30-11:10 A.M
-0.0' Tide at 10:15 A.M.
Ellenton Tide Station

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Palmetto, FL 34221

Platform Detail



1215 50th St. Ct. E.
Bradenton, FL 34208
Manatee County

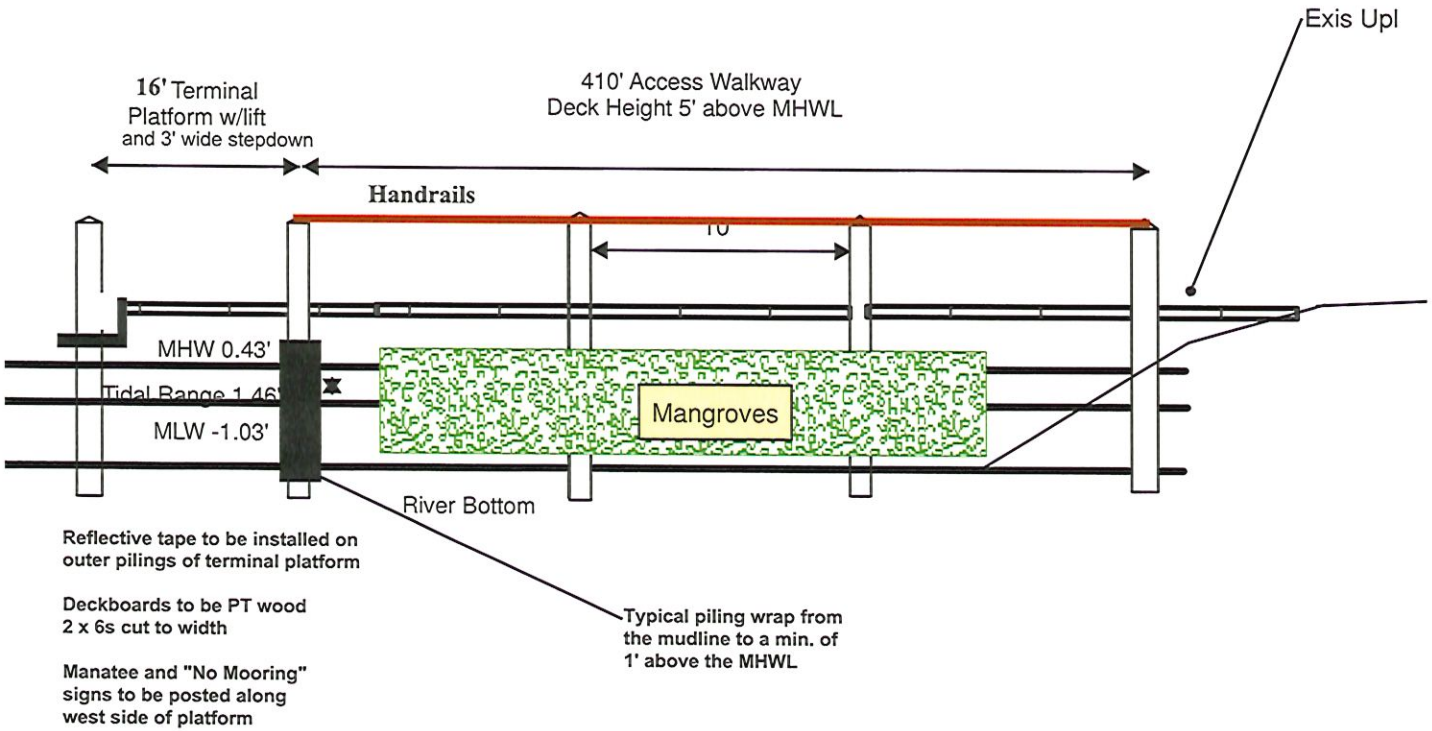
- Handrails
- Jackson Parcel
- Estimated MHWL
- Boatlift
- Dock 3

Survey Date April 24, 2024
9:30-11:10 A.M
-0.0' Tide at 10:15 A.M.
Ellenton Tide Station

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Florida Permitting, Inc.
Consulting Environmental Scientists
Palmetto, FL 34221

Profile View Proposed



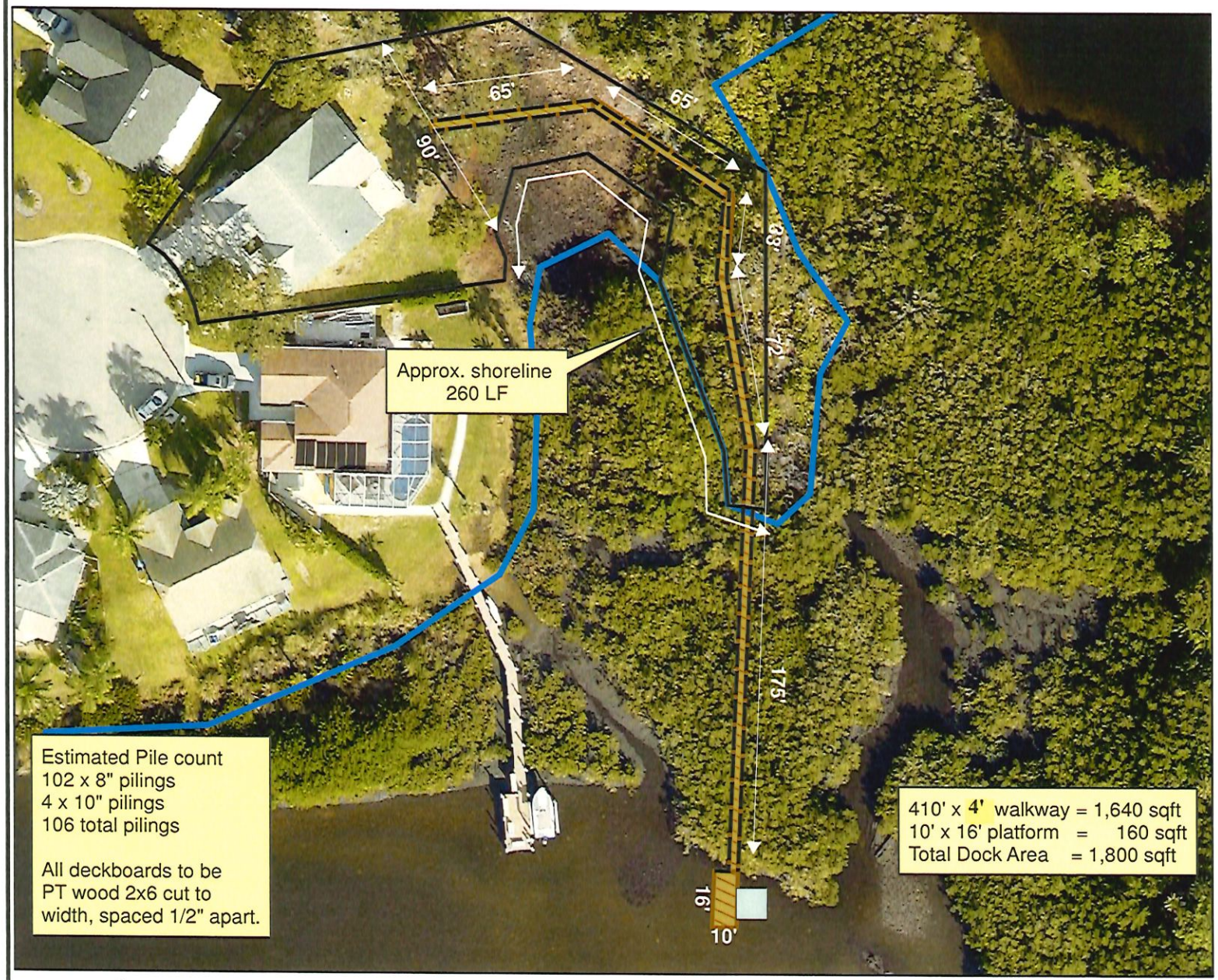
"Not to Scale"

1215 50th St. Ct. E.
Bradenton, FL 34208
Manatee County

Tidal elevations referenced to NAVD 88.
EllentonTide Station

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Consulting Environmental Scientists
Palmetto, FL 34221

Proposed Dock



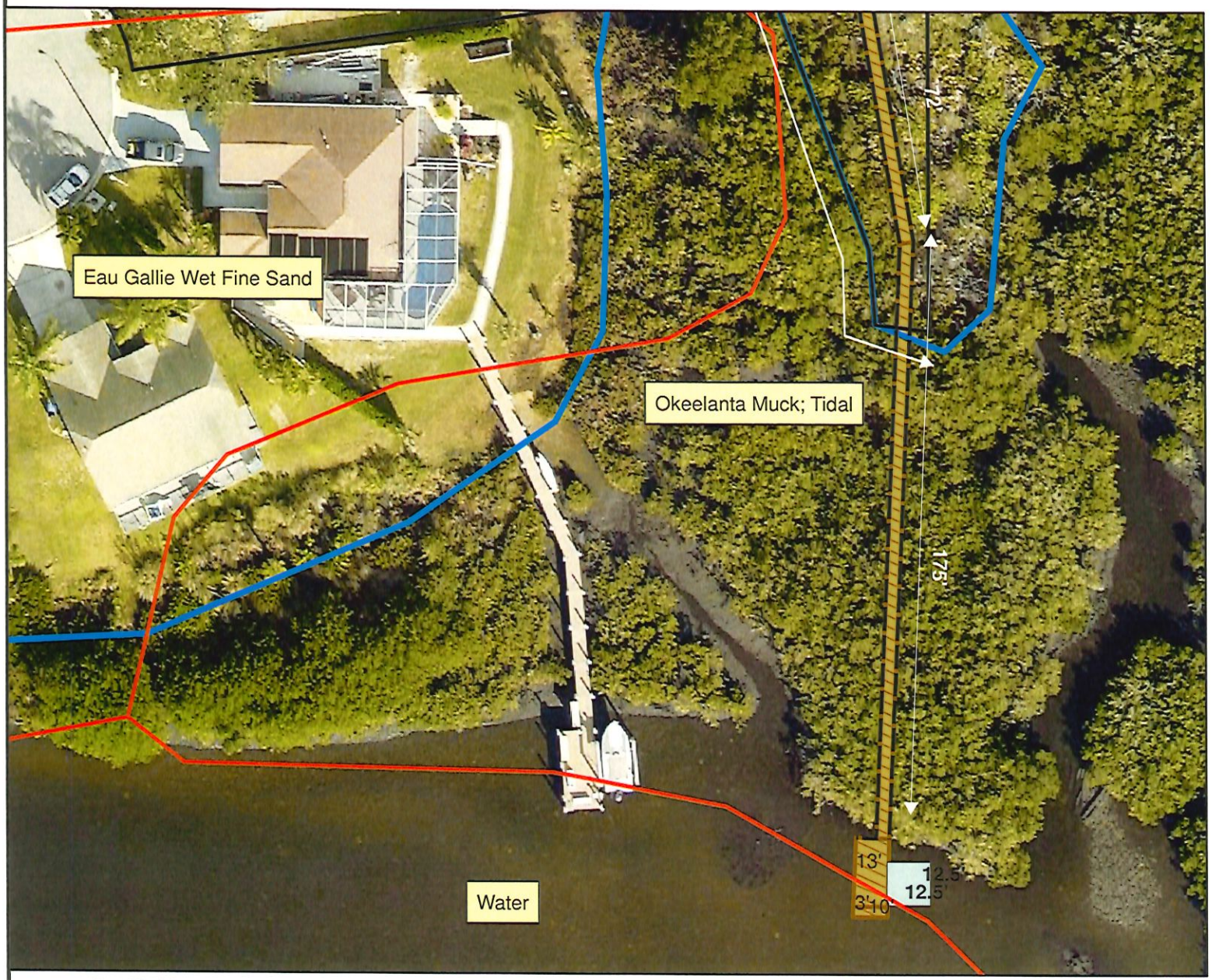
1215 50th St. Ct. E.
Bradenton, FL 34208
Manatee County

- Handrails
- Jackson Parcel
- Estimated MHWL
- Boatlift
- Dock 3

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Soil Map



1215 50th St. Ct. E.
Bradenton, FL 34208
Manatee County

- Handrails
- soilmu_a_aoi
- Jackson Parcel
- Estimated MHWL
- Boatlift
- Dock 3

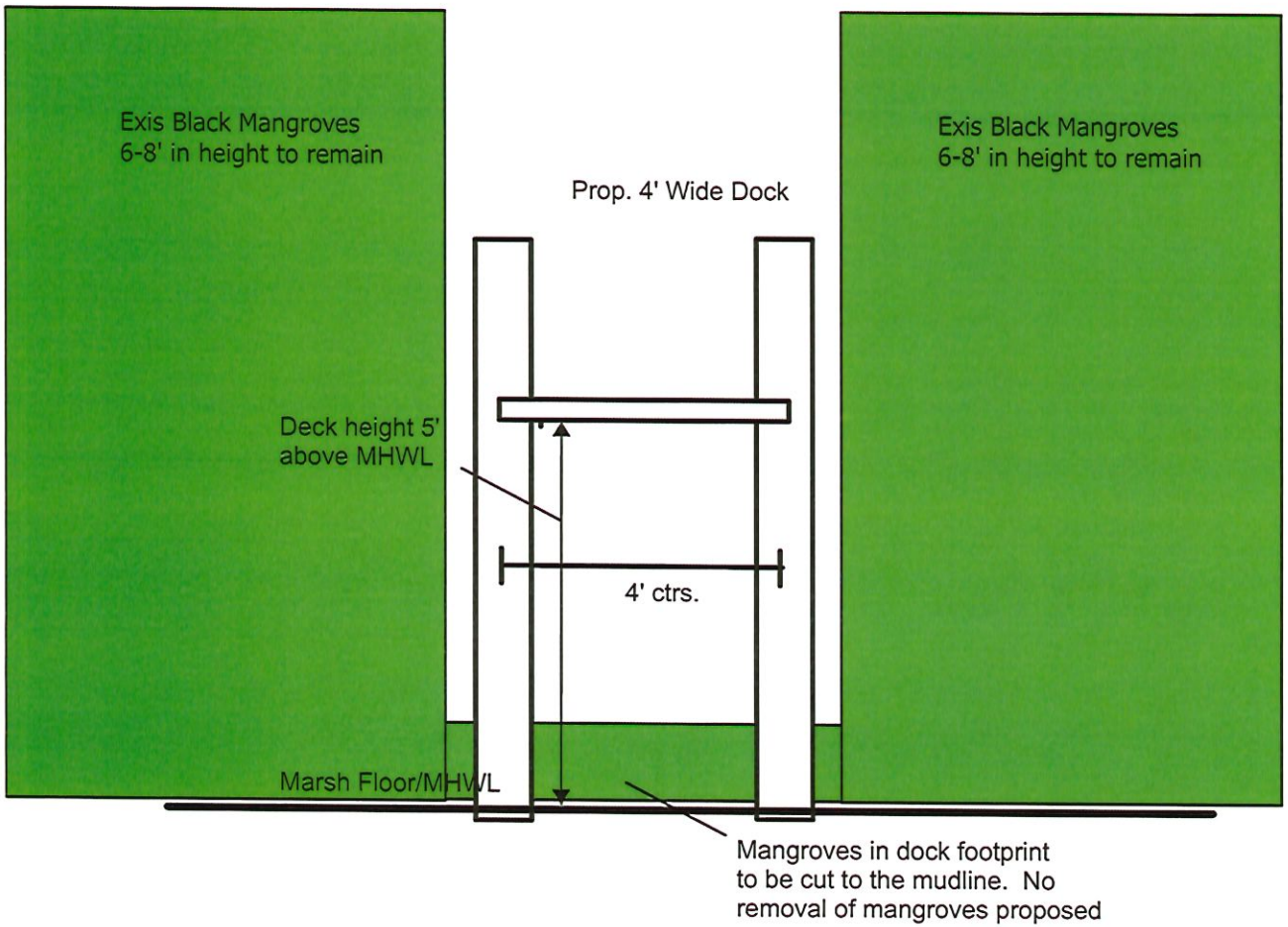
Survey Date April 24, 2024
9:30-11:10 A.M
-0.0' Tide at 10:15 A.M.
Ellenton Tide Station

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Florida Permitting, Inc.
Consulting Environmental Scientists
Palmetto, FL 34221

Prop. Cross Section

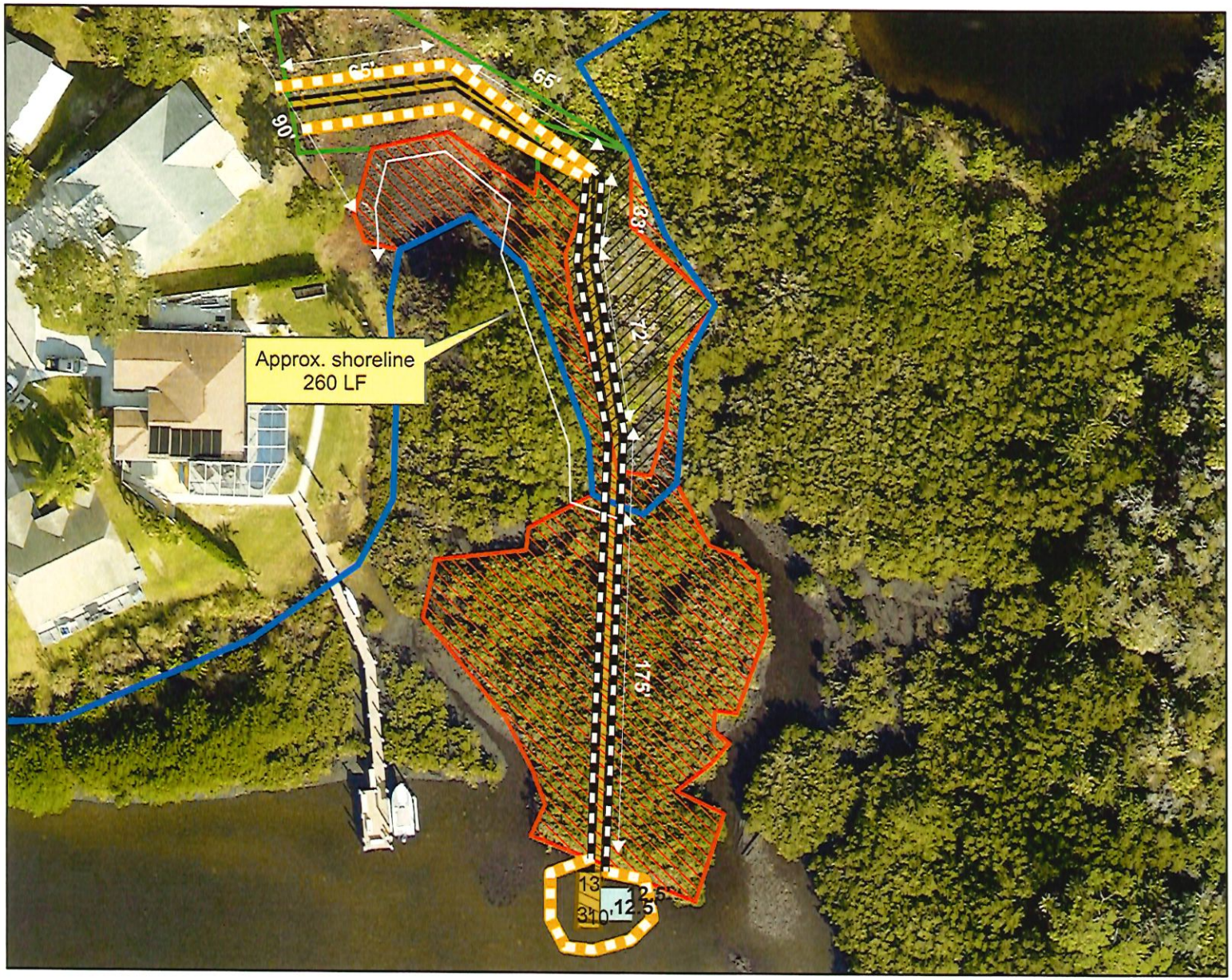
1215 50th St. Ct. E
Manatee County
S/T/R - 33/34/18



"Not to Scale"

Florida Permitting, Inc.
Consulting Environmental Scientists
Palmetto, FL 34221

BMP Map



0 10 20 40 60 80 100 120 140 160 180 200 220 240 260 280 300 320 340 360 380 400 Feet

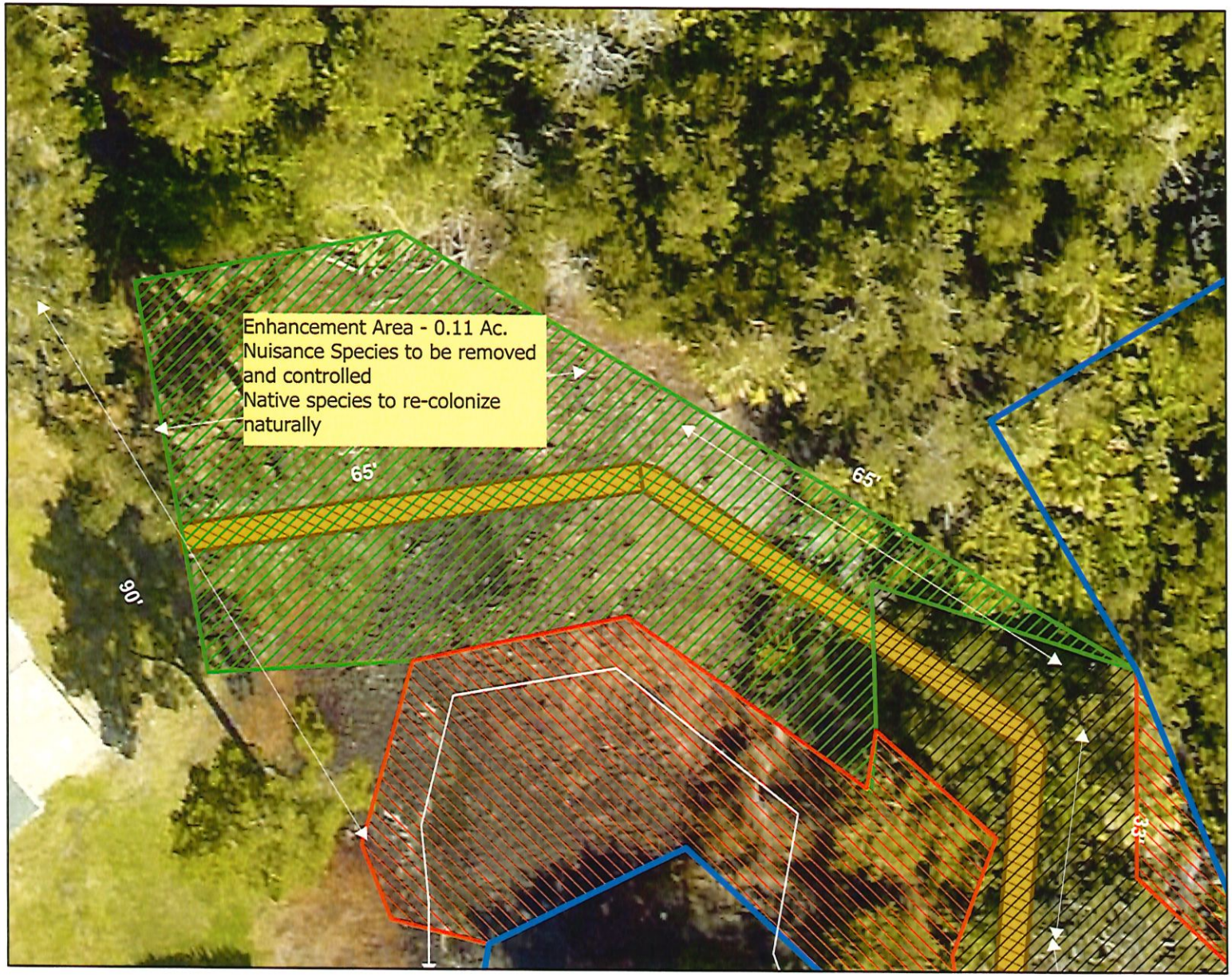
1215 50th St. Ct. E.
Bradenton, FL 34208
Manatee County

- Silt Fence
- Turbidity Barriers
- Handrails
- Estimated MHWL
- Mangrove Fringe
- Tidal Wetland Marsh
- Upland Peninsula
- Boatlift
- Dock 3

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Palmetto, FL 34221

Enhancement Area



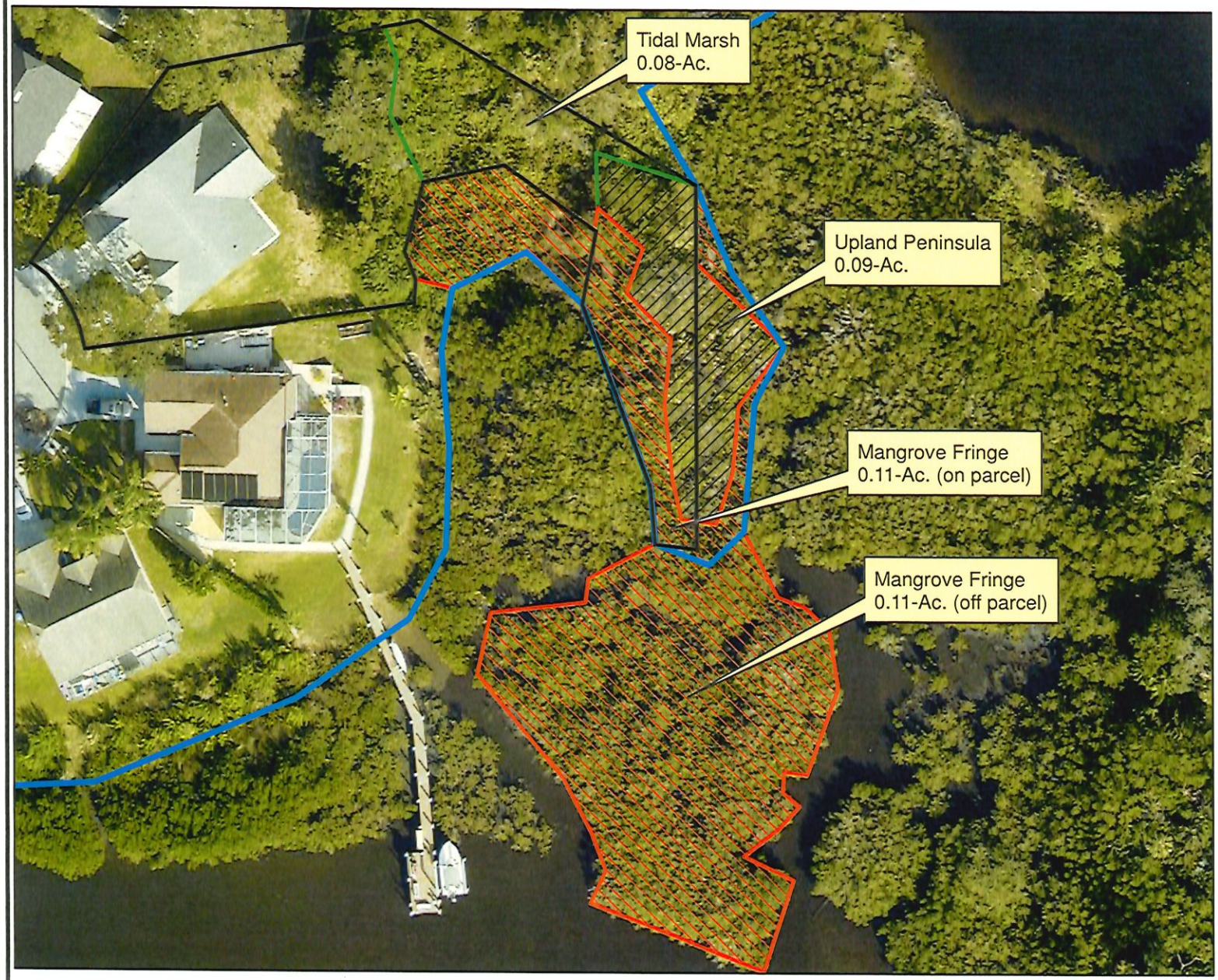
1215 50th St. Ct. E.
Bradenton, FL 34208
Manatee County

- Estimated MHWL
- Mangrove Fringe
- Tidal Wetland Marsh
- Upland Peninsula
- Dock 3

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Florida Permitting, Inc.
Consulting Environmental Scientists
Palmetto, FL 34221

Existing Conditions



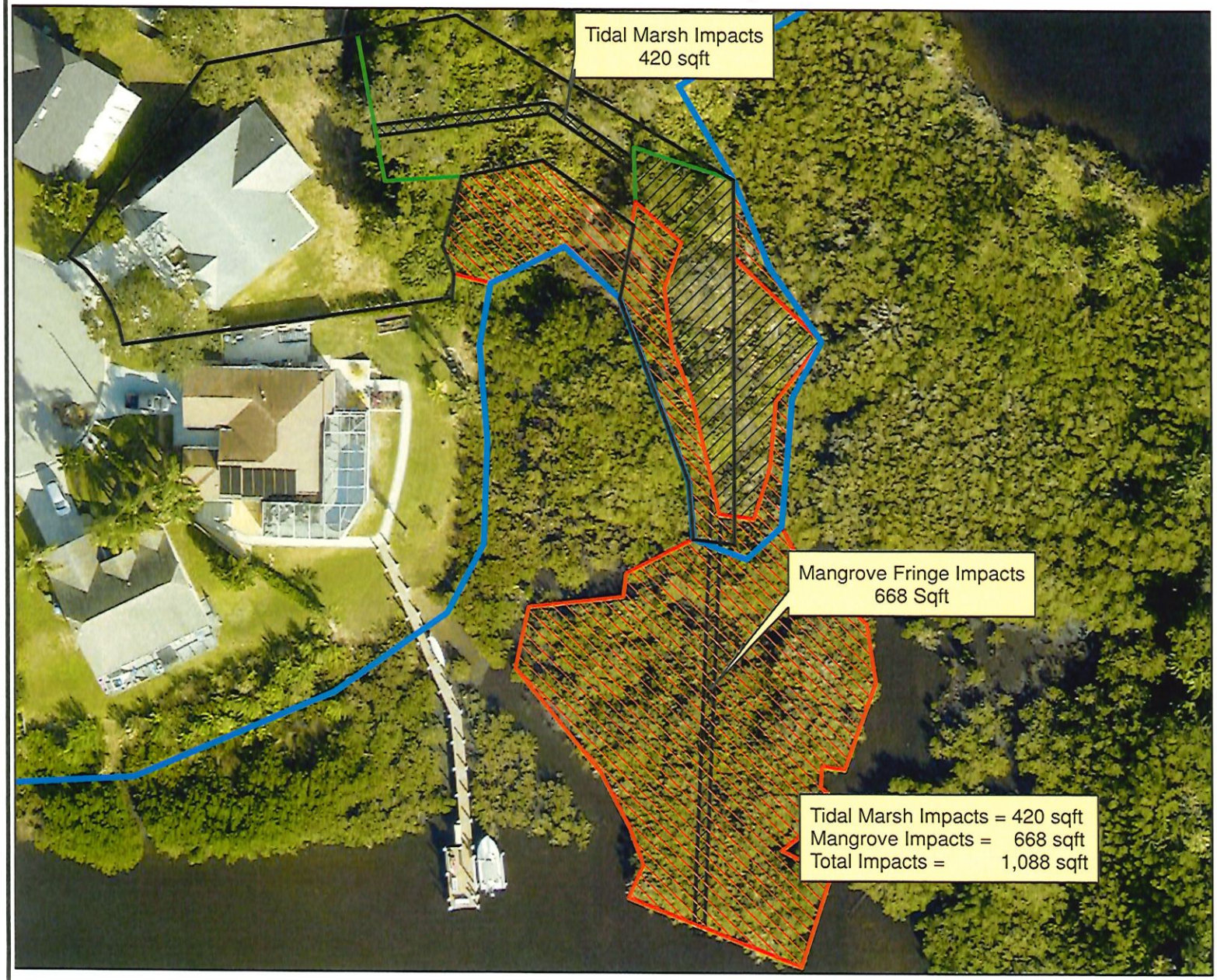
1215 50th St. Ct. E.
Bradenton, FL 34208
Manatee County

- Jackson Parcel
- Estimated MHWL
- Mangrove Fringe
- Tidal Wetland Marsh
- Upland Peninsula

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Florida Permitting, Inc.
Consulting Environmental Scientists
Palmetto, FL 34221

Proposed Impacts



1215 50th St. Ct. E.
Bradenton, FL 34208
Manatee County

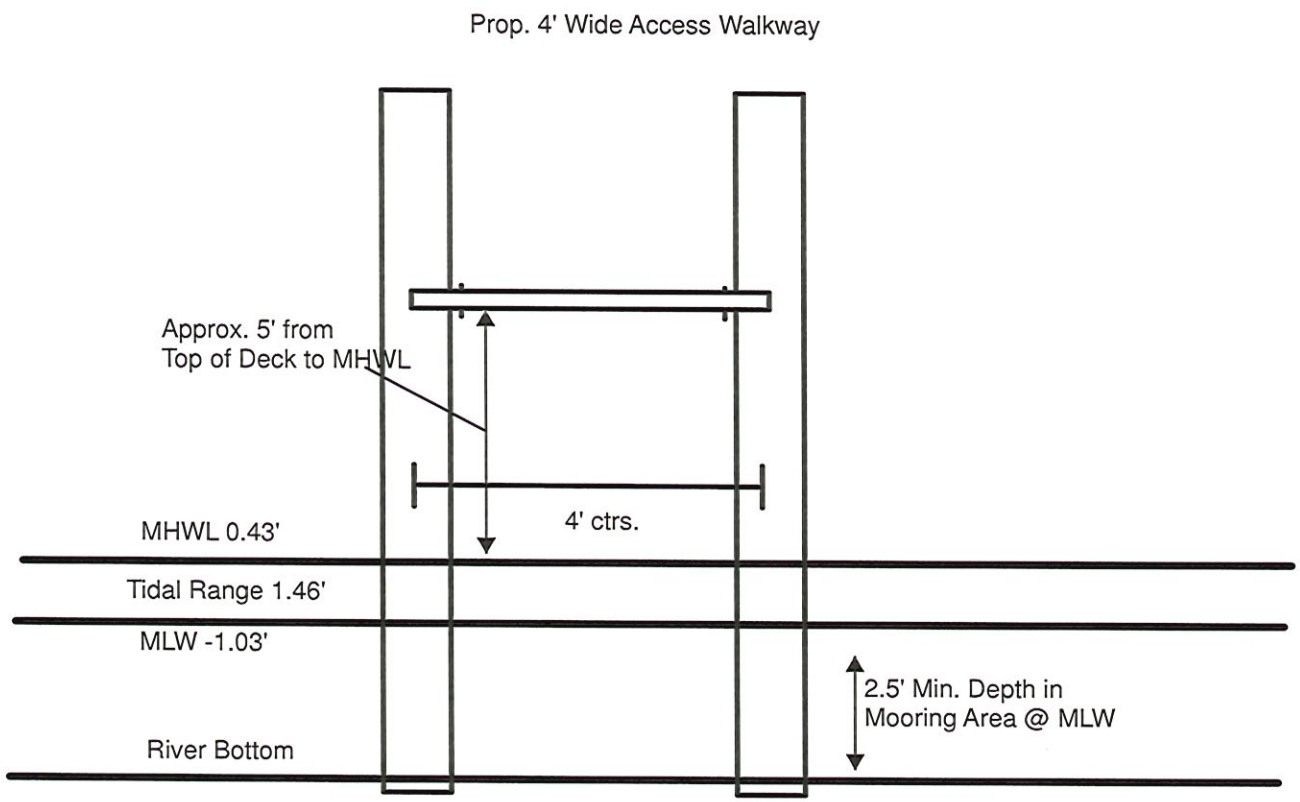
- Jackson Parcel
- Estimated MHWL
- Mangrove Fringe
- Tidal Wetland Marsh
- Upland Peninsula
- Dock Impacts

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Florida Permitting, Inc.
Consulting Environmental Scientists
Palmetto, FL 34221

Cross Sectional View Proposed

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Bradenton, FL 34208
Manatee County



Tidal elevations referenced to NAVD 88.
EllentonTide Station

"Not to Scale"

Florida Permitting, Inc.
Consulting Environmental Scientists
Palmetto, FL 34221

Revised October 2, 2025

Environmental Resource Permit Joint Application
Individual Permit
Project Narrative
Jackson Dock
Florida Department of Environmental Protection/USACE
Manatee County
Sec 33; Twp 34 S; Rge 18 E

1.0 INTRODUCTION

At the request of Mr. Don Jackson, Florida Permitting Inc., has prepared an environmental narrative to review the environmental impacts associated with the construction of a new single family dock. The proposed project will include an approximate 410' x 4' walkway with a 10' x 20' terminal platform and boatlift at the end. The proposed dock will traverse a tidal marsh, upland peninsula, and mangrove fringe before terminating in the Braden River.

2.0 SITE DESCRIPTION

The project site is located at 1215 50th St. Ct. E. in Bradenton. The parcel lies along a tidal marsh and mangrove fringe on the Braden River. The property covers 0.46-acres and is currently a developed lot with a single family home, and manicured lawn area. No native communities or vegetation remain on the main body of the property. The parcel does however continue southward and passes through a tidal marsh, upland peninsula, and mangrove fringe.

A site visit was made on April 24, 2024 to verify the existing site conditions in the location of the dock. The tidal marsh was previously infested with cattails (*Typha spp.*) and Brazilian pepper (*Schinus terbinthofolius*) which has since been removed by the homeowner. This area is now starting to recolonize with black needlerush (*Juncus roemerianus*), red (*Rhizophora mangle*), and black (*Avicennia germinans*) mangroves. The soils in this area are of a dark, mucky texture, consistent with the soil map designation of Okeelanta Muck; tidal. The marsh area is likely inundated during higher tides, but is normally saturated at the surface during normal tidal cycles.

Continuing east and south, following the property boundaries, the tidal marsh gives way to an upland hammock on a peninsula. This area is marked by a steep elevation change and was colonized by saw

palmetto (*Serenoa repens*), and live oak (*Quercus virginiana*). Immediately outside of this small peninsula was a mangrove fringe to the east, west, and south. Soils here were a light colored sand, indicating a small unmapped soil type in this specific location.

Continuing further south lies a mangrove fringe with the cover split evenly between red and black mangrove species. The black mangroves were confined to the center of the fringe area while the red mangroves were found growing along the waterline. Fiddler crabs (*Uca spp.*) were observed throughout this area during the site visit. Some sporadic clusters of black needlerush were also observed at the higher elevation areas of the mangrove fringe.

At the south end of the mangrove fringe, lies the Braden River. Due to the tannin stained water flowing from upstream areas, no seagrasses or other submerged resources were found during the site survey. Water depths were found to be a minimum of 2.5' at a Mean Low Water, as referenced to the Ellenton Tide Station.

3.0 PROJECT SUMMARY

The applicant proposes to construct a private boat dock and lift extending from their property line out into the Braden River. The project proposes a 410' x 4' access walkway with a 10' x 20' terminal platform and single boat lift at the end. The total square footage of the dock is approximately 1,840 sqft. Starting from the shoreline, the dock will traverse approximately 105 linear feet of tidal marsh (420 sqft of impact), then approximately 133' of upland peninsula, followed by 162 linear feet of mangroves (668 sqft). The terminal platform will start just waterward of the mangroves and be oriented north to south with a step down at the south end.

Due to the shallow depths, most of the work will be completed from the landward side of the project so as not to create impacts within the river. Most piles will be augered into place and the dock will be built by section, moving waterward as each section is completed. Piling installation is estimated to take 3-4 weeks based on site conditions and weather. Crossmember and tie installation on the pilings is estimated to take another 2-3 weeks. Deckboards and handrails will then be added by section starting at the shoreline and moving waterward. This will eliminate any additional disturbance to the marsh soils. Deckboard and handrail installation is expected to take 3-4 weeks. This methodology minimizes additional impacts to the mangrove fringe. Any impacts which may occur outside the dock's footprint would be temporary and the area would be allowed to re-grow after completion of the project. A barge may be used at the waterward end of the dock, but the small barge would only draft a maximum of 16" when fully loaded. Piles will be jetted into place and any "halos" will be removed where applicable.

Due to the shallow nature of the river and surrounding waterways, the applicant is proposing to keep

a shallow draft vessel on the lift with a maximum draft of 12" and a maximum length of 22'. The applicant does not own the vessel at this time but is looking at flat bottom "Carolina Skiff" type vessels as they feature 12" or less draft in that length.

4.0 ENVIRONMENTAL CONSIDERATIONS/AVOIDANCE AND MINIMIZATION

The dock portion of the project as proposed has been designed to conform to the U.S. Army Corps of Engineers "*Dock Construction Guidelines*", meaning the walkway will be elevated 5' above Mean High Water (MHWL), be 4' wide, and will consist of deckboards spaced ½" apart to allow for light penetration. The dock will also extend out only as far as necessary and will be lighted at night. Reflective tape will also be installed on the outer pilings for night visibility. Mangroves in the footprint of the dock will be trimmed down to below the deck height to allow for construction access. Mangroves off to the side of the dock may also be trimmed laterally within approximately 18" of either side of the dock to allow for access. No removal of mangroves is proposed and no ground disturbance other than piling installation is planned. Piling installation in the mangrove area will likely utilize an auger as there is not enough standing water to use a water jet.

Where the dock traverses the tidal marsh, it will again follow or exceed the dock construction guidelines and will be built with the deck 5' above MHWL and have a width of only 4'. The path of the dock through the marsh is also the shortest possible distance while remaining within the applicant's riparian area. This path also avoids the portion of the marsh which is currently being recolonized by native species, including mangroves, after nuisance species removal. Moving the dock path further south would only increase impacts to higher quality marsh and mangrove areas. It is the opinion of Florida Permitting, Inc. that these design points have shown minimumization and avoidance of impacts to the greatest extend possible.

In order to reduce any secondary or temporary impacts to the surrounding areas while the project is being constructed, commonly used Best Management Practices will be utilized and maintained. In this case, floating turbidity barriers will be installed along the waterward edge of the work area to prevent the discharge of turbid water into the adjacent waterway. Dock piles will also be wrapped in a PVC material to prevent contaminant leaching and also extend the life of the piles.

The applicant's property includes approximately 400 linear feet of shoreline. The proposed dock covers approximately 1,840 sqft and therefore is well under the 10:1 state lands ratio. This project as proposed would qualify for a letter of consent under Ch. 18-21.005(c)

5.0 MITIGATION

It is the opinion of Florida Permitting, Inc. that the project as proposed has minimized the environmental impacts as much as is feasible by following the aquatic preserve and federal dock construction guidelines. With that said, the DEP has required some mitigation in order to compensate for unavoidable impacts to mangroves as a result of dock construction. Based on the UMAM (Uniform Mitigation Assessment Method) calculations, the project has a Functional Loss (FL) of 0.01 units.

While the applicant previously removed nuisance/exotic species on their own accord from the tidal marsh area, DEP determined that was not sufficient to compensate for the mangrove impacts. In order to satisfy the agency, the applicant has agreed to remove any nuisance/exotic species from the large mangrove fringe to the south of the home, in the area that the proposed dock will pass through. This 0.31 acre site contains exotic species such as Brazilian pepper (*Schinus terebinthofolius*) and carrotwood trees (*Cupaniopsis anacardiodes*), along with some vine species which encroach into the area from the adjacent upland island. Removal of these species provides a UMAM Relative Functional Gain (RFG) of 0.02 units. In order to determine the area of mitigation required to offset the impacts, the FL is divided by the RFG (0.01/0.02), which provides a required acreage of 0.22 ac. The enhancement area shown in the plans measures 0.31 acres, which is almost 1.5 times the required area.

Nuisance/Exotic species in the enhancement area will be removed by hand or small saw due to the delicate surrounding habitats and difficulties associated with bringing any equipment to the site. Small saplings may be sprayed with a herbicide approved for use in wetlands, while larger shrubs and trees will be cut and the stumps painted with approved herbicide such as Aquastar. Removal of brazilian pepper trees will be concentrated during the growing season before the shrub produces berries in the fall. This will help to minimize additional spread of the species. Any herbicide applications will be performed by a licensed applicator using herbicides approved for use in wetlands and estuaries. A condition in the permit will state the following:

Any herbicide used in the wetland area will be approved for use in aquatic habitats. The most commonly used herbicide for this type of application is Aquamaster, a formulation of Roundup Custom specifically produced for aquatic weed control. This herbicide contains 53.8% of the active ingredient Glyphosate. Per the attached label, this product is approved for use in estuaries and wetlands, and is specifically labeled for use on Brazilian pepper. Pepper trees will be cut at the stump and a 100% solution will be "painted" on the cut stump immediately after cutting. This directly targets the individual tree with no risk of overspray or drift to adjacent vegetation.

Upon completion of the restoration work, FPI expects the area to return to a natural mangrove system, dominated by red and black mangroves, with additional cover provided by species such as saltbush (*Baccharis hamlifolia*), sand cordgrass (*Spartina bakeri*), and black needlerush (*Juncus roemerianus*).

The removal of nuisance/exotic species from the wetland will increase the functional value of fish and wildlife habitat on the parcel through improvements in habitat. The presence of species such as brazilian pepper and carrotwood trees impacts habitat value through the potential to quickly turn native habitats into monoculture stands of these species. Brazilian pepper specifically outcompetes native vegetation and forms impenetrable thickets of the shrub, severely limiting the functions of the wetland. The removal of these species will provide an ecological "lift" of 0.02 units as shown by the included UMAM sheets.

An initial maintenance event will occur prior to the construction of the dock. Follow up maintenance events will then be performed bi monthly for the first year, followed by quarterly each year until the success criteria are met. Each maintenance event will be documented and discussed in the next monitoring report to be submitted to the Department. Photographs of the area will also be included in each report. Once success criteria are met and the area is released from monitoring, maintenance events will be performed on an "as-needed" basis in perpetuity.

An initial sweep of the area will be conducted prior to any dock construction, and then once the dock is complete, continued observations of the area will be made by the applicant to identify any new growth. Photographs of the initial maintenance event will be provided to DEP as part of the permit close out process. No planting is proposed with this enhancement as mangrove species will readily colonize the area once exotic species are removed. It is the opinion of FPI that this proposal adequately offsets any unavoidable mangrove impacts.

Upon completion of the nuisance/exotic species removal, a "Time-Zero" report will be provided to the Department which will provide the following info:

- Dates of nuisance/exotic species removal
- Methods of removal
- Plant species composition in area along with % cover of each
- Photographs of the area taken from fixed photopoints to be used during future monitoring events.
- A map showing the locations of the photopoints within the enhancement area.

Monitoring of the area will continue for 3 years on an annual basis with the exception of the first year. During the first year approximately 3 months after the initial nuisance/exotic species removal a monitoring report is to be submitted to the department. Each annual monitoring report will

contain:

- Color photographic prints taken from the reference points established in the Time Zero Monitoring Report.
- Plant species composition with estimates of the contribution of each species to percent cover.
- Dates of each maintenance event occurring at the site during the past year.

The mitigation area will be considered successful when the site meets the following criteria:

- Naturally recruited wetland species have achieved a minimum 80 % cover;
- Total contribution to percent cover by non-native wetland species and species not listed in 62-340.450, F.A.C. shall be maintained below 5 %;
- The Department's State Lands and Environmental Resource Program staff has inspected the mitigation area and determined that the mitigation area(s) meets the above success criteria.

6.0 CONCLUSION

The information contained in this report should serve as an accurate depiction of the environmental conditions found within the project area, as well as provide a general description of the proposed project. It is the opinion of Florida Permitting, Inc., that the project as proposed will create minimal adverse impacts to the local habitat through the use of best construction management practices, minimizing construction impacts, and following the criteria set Ch. 18-21.005(c) and the USACE/NMFS "*Dock Construction Guidelines*".

ATTENTION:

This specimen label is provided for general information only.

- This pesticide product may not yet be available or approved for sale or use in your area.
- It is your responsibility to follow all Federal, state and local laws and regulations regarding the use of pesticides.
- Before using any pesticide, be sure the intended use is approved in your state or locality.
- Your state or locality may require additional precautions and instructions for use of this product that are not included here.
- Monsanto does not guarantee the completeness or accuracy of this specimen label. The information found in this label may differ from the information found on the product label. You must have the EPA approved labeling with you at the time of use and must read and follow all label directions.
- You should not base any use of a similar product on the precautions, instructions for use or other information you find here.
- Always follow the precautions and instructions for use on the label of the pesticide you are using.

2119514-25

AQUAMASTER®

Herbicide by Monsanto

Complete Directions for Use in Aquatic and Other Non-crop Sites.

AVOID CONTACT OF HERBICIDE WITH FOLIAGE, STEMS, EXPOSED NON-WOODY ROOTS OR FRUIT OF CROPS, DESIRABLE PLANTS AND TREES, BECAUSE SEVERE INJURY OR DESTRUCTION MAY RESULT.

EPA Reg. No. 524-343 2009-2

GROUP	9	HERBICIDE

Read the entire label before using this product.

Use only according to label instructions.

Not all products listed on this label are registered for use in California. Check the registration status of each product in California before using.

Read the "LIMIT OF WARRANTY AND LIABILITY" statement at the end of the label before buying or using. If terms are not acceptable, return at once unopened.

THIS IS AN END-USE PRODUCT. MONSANTO DOES NOT INTEND AND HAS NOT REGISTERED IT FOR REFORMULATION (OR REPACKAGING). SEE INDIVIDUAL CONTAINER LABEL FOR REPACKAGING LIMITATIONS.

PRODUCT INFORMATION

1.0 INGREDIENTS

ACTIVE INGREDIENT:	
*Glyphosate, N-(phosphonomethyl)glycine, in the form of its isopropylamine salt	53.8%
OTHER INGREDIENTS:	46.2%
	100.0%

*Contains 648 grams per liter or 5.4 pounds per U.S. gallon of the active ingredient glyphosate, in the form of its isopropylamine salt. Equivalent to 480 grams per liter or 4.0 pounds per U.S. gallon of the acid, glyphosate.

No license granted under any non-U.S. patent(s).

2.0 IMPORTANT PHONE NUMBERS

FOR PRODUCT INFORMATION OR ASSISTANCE IN USING THIS PRODUCT, CALL TOLL-FREE, 1-800-332-3111.

IN CASE OF AN EMERGENCY INVOLVING THIS PRODUCT, OR FOR MEDICAL ASSISTANCE, CALL COLLECT, DAY OR NIGHT, (314) 694-4000.

3.0 PRECAUTIONARY STATEMENTS

3.1 Hazards to Humans and Domestic Animals

Keep out of reach of children.

CAUTION!

Remove contaminated clothing and wash clothing before reuse.
Wash thoroughly with soap and water after handling.

3.2 Environmental Hazards

Do not contaminate water when cleaning equipment or disposing of equipment washwaters. Treatment of aquatic weeds can result in oxygen depletion or loss due to decomposition of dead plants. This oxygen loss can cause fish suffocation.

In case of: SPILL or LEAK, soak up and remove to a landfill.

3.3 Physical or Chemical Hazards

Spray solutions of this product should be mixed, stored and applied using only stainless steel, fiberglass, plastic or plastic-lined steel containers.

DO NOT MIX, STORE OR APPLY THIS PRODUCT OR SPRAY SOLUTIONS OF THIS PRODUCT IN GALVANIZED STEEL OR UNLINED STEEL (EXCEPT STAINLESS STEEL) CONTAINERS OR SPRAY TANKS. This product or spray solutions of this product react with such containers and tanks to produce hydrogen gas which may form a highly combustible gas mixture. This gas mixture could flash or explode, causing serious personal injury, if ignited by open flame, spark, welder's torch, lighted cigarette or other ignition source.

DIRECTIONS FOR USE

It is a violation of Federal law to use this product in any manner inconsistent with its labeling. This product can only be used in accordance with the Directions for Use on this label or in separately published Monsanto Supplemental Labeling. Supplemental labeling can be found on the www.cdms.net or www.greenbook.net websites or obtained by contacting your Authorized Monsanto Retailer or Monsanto Company representative. For any requirements specific to your State or Tribe, consult the agency responsible for pesticide regulations.

4.0 STORAGE AND DISPOSAL

Proper pesticide storage and disposal are essential to protect against exposure to people and the environment due to leaks and spills, excess product or waste, and vandalism. Do not allow this product to contaminate water, foodstuffs, feed or seed by storage and disposal.

PESTICIDE STORAGE: STORE ABOVE 5°F (-15°C) TO KEEP PRODUCT FROM CRYSTALLIZING. Crystals will settle to the bottom. If allowed to crystallize, place in a warm room 68°F (20°C) for several days to redissolve and roll or shake container or recirculate in mini-bulk containers to mix well before using. Store pesticides away from food, pet food, feed, seed, fertilizers, and veterinary supplies. Keep container closed to prevent spills and contamination.

PESTICIDE DISPOSAL: To avoid wastes, use all material in this container, including rinsate, by application according to label directions. If wastes cannot be avoided, offer remaining product to a waste disposal facility or pesticide disposal program. Such programs are often run by state or local governments or by industry. All disposal must be in accordance with applicable Federal, state and local regulations and procedures.

CONTAINER HANDLING AND DISPOSAL: See container label for container handling and disposal instructions and refilling limitations.

5.0 GENERAL INFORMATION (How This Product Works)

Product Description: This product is a postemergence, systemic herbicide with no residual soil activity. It gives broad-spectrum control of many annual weeds, perennial weeds, woody brush and trees. It is formulated as a water-soluble liquid and may be applied through standard equipment after dilution and mixing with water or other carriers according to label instructions.

Time to Symptoms: This product moves through the plant from the point of foliage contact to and into the root system. Visible effects are a gradual wilting and yellowing of the plant which advances to complete browning of above-ground growth and deterioration of underground plant parts. Effects are visible on most annual weeds within 2 to 4 days, but on most perennial weeds may not occur for 7 days or more. Extremely cool or cloudy weather following treatment may slow activity of this product and delay development of visual symptoms.

Stage of Weeds: Annual weeds are easiest to control when they are small. Best control of most perennial weeds is obtained when treatment is made at late growth stages approaching maturity. Refer to the "**WEEDS CONTROLLED**" sections for specific weed instructions. Always use the higher product application rate in the labeled range

when weed growth is heavy or dense, or when weeds are growing in an undisturbed (non-cultivated) area. Reduced weed control may result from treating weeds with disease or insect damage, weeds heavily covered with dust, or weeds under poor growing conditions.

Cultural Considerations: Reduced control may result when applications are made to annual or perennial weeds that have been mowed, grazed or cut, and have not been allowed to regrow to the specified stage for treatment.

Rainfastness: Heavy rainfall soon after application may wash this product off of the foliage and a repeat application may be required for adequate control.

Mode of Action in Plants: The active ingredient in this product inhibits production of an enzyme in plants and microorganisms that is essential to formation of specific amino acids.

No Soil Activity: Weeds must be emerged at the time of application to be controlled by this product. Weeds germinating from seed after application will not be controlled. Unemerged plants arising from unattached underground rhizomes or rootstocks of perennials will not be affected by the herbicide and will continue to grow.

Maximum Application Rates: The maximum application or use rates stated throughout this label are given in units of volume (fluid ounces or quarts) of this product per acre. However, the maximum allowed application rates apply to this product combined with the use of any and all other herbicides containing the active ingredient glyphosate, whether applied separately or as tank mixtures, on a basis of total pounds of glyphosate (acid equivalents) per acre. If more than one glyphosate-containing product is applied to the same site within the same year, you must ensure that the total use of glyphosate (pounds acid equivalents) does not exceed the maximum allowed. The combined total of all treatments must not exceed 8 quarts of this product (8 pounds of glyphosate acid) per acre per year. See the "**INGREDIENTS**" section of this label for necessary product information.

ATTENTION

AVOID CONTACT OF HERBICIDE WITH FOLIAGE, STEMS, EXPOSED NON-WOODY ROOTS OR FRUIT OF CROPS, DESIRABLE PLANTS AND TREES, BECAUSE SEVERE INJURY OR DESTRUCTION MAY RESULT.

AVOID DRIFT. EXTREME CARE MUST BE USED WHEN APPLYING THIS PRODUCT TO PREVENT INJURY TO DESIRABLE PLANTS AND CROPS.

Do not allow the herbicide solution to mist, drip, drift or splash onto desirable vegetation since minute quantities of this product can cause severe damage or destruction to the crop, plants or other areas on which treatment was not intended. The likelihood of injury occurring from the use of this product increases when winds are gusty, as wind velocity increases, when wind direction is constantly changing or when there are other meteorological conditions that favor spray drift. When spraying, avoid combinations of pressure and nozzle type that will result in splatter or fine particles (mist) that are likely to drift. AVOID APPLYING AT EXCESSIVE SPEED OR PRESSURE.

NOTE: Use of this product in any manner not consistent with this label may result in injury to persons, animals or crops, or other unintended consequences.

5.1 Weed Resistance Management

GROUP	9	HERBICIDE

Glyphosate, the active ingredient in this product, is a Group 9 herbicide based on the mode of action classification system of the Weed Science Society of America. Any weed population may contain plants naturally resistant to Group 9 herbicides. Weed species resistant to Group 9 herbicides may be effectively managed utilizing another herbicide from a different Group or using other cultural or mechanical practices.

To minimize the occurrence of glyphosate-resistant biotypes observe the following general weed management recommendations:

- Scout your application site before and after herbicide applications.
- Control weeds early when they are relatively small.
- Incorporate other herbicides and cultural or mechanical practices as part of your weed control system where appropriate.
- Use the labeled rate for the most difficult weed in the site. Avoid tank mixtures with other herbicides that reduce this product's efficacy (through antagonism) or with tank mixtures that encourage rates of this product below those specified on this label.
- Control weed escapes and prevent weeds from setting seeds.
- Clean equipment before moving from site to site to minimize spread of weed seed.
- Use new commercial seed as free of weed seed as possible.
- Report any incidence of repeated non-performance of this product on a particular weed to your Monsanto representative, local retailer, or county extension agent.

5.2 Management Recommendations for Glyphosate-Resistant Weed Biotypes

NOTE: Appropriate testing is critical in order to confirm weed resistance to glyphosate. Contact your Monsanto representative to determine if resistance in any particular weed biotype in your area has been confirmed. Control recommendations for biotypes confirmed as resistant to glyphosate are made available on separately published supplemental labeling or Fact Sheets for this product and may be obtained from your local retailer or Monsanto representative.

Since the occurrence of new glyphosate-resistant weeds cannot be determined until after product use and scientific confirmation, Monsanto Company is not responsible for any losses that may result from the failure of this product to control glyphosate-resistant weed biotypes.

The following good weed management practices are recommended to reduce the spread of confirmed glyphosate-resistant biotypes:

- If a naturally occurring resistant biotype is present at your site, this product may be tank mixed or applied sequentially with an appropriately labeled herbicide with a different mode of action to achieve control.
- Cultural and mechanical control practices may also be used as appropriate.
- Scout treated sites after herbicide applications and control weed escapes of resistant biotypes before they set seed.
- Thoroughly clean equipment before leaving sites known to contain resistant biotypes.

6.0 MIXING

Clean sprayer parts immediately after using this product by thoroughly flushing with water.

NOTE: REDUCED RESULTS MAY OCCUR IF WATER CONTAINING SOIL IS USED, SUCH AS VISIBLY MUDDY WATER OR WATER FROM PONDS AND DITCHES THAT IS NOT CLEAR.

6.1 Mixing with Water

This product mixes readily with water. Mix spray solutions of this product as follows: Fill the mixing or spray tank with the required amount of water. Add the labeled amount of this product near the end of the filling process and mix well. Use caution to avoid siphoning back into the carrier source. Use approved anti-back-siphoning devices where required by state or local regulations. During mixing and application, foaming of the spray solution may occur. To prevent or minimize foam, avoid the use of mechanical agitators, terminate by-pass and return lines at the bottom of the tank and, if needed, use an approved anti-foam or defoaming agent.

6.2 Tank Mixtures

When this product is tank mixed with other products, refer to the tank-mix product labels for approved non-crop sites and application rates. Read and carefully observe the cautionary statements and all other information appearing on the labels of all herbicides used. Use according to the most restrictive precautionary statements for each product in the mixture. Any labeled rate of this product may be used in a tank mix.

When this label lists a tank mixture with a generic active ingredient such as diuron, 2,4-D, or dicamba, the user is responsible for ensuring the mixture product label allows the specific application.

Buyer and all users are responsible for all loss or damage in connection with the use or handling of mixtures of this product with herbicides or other materials that are not expressly listed in this label. Mixing this product with herbicides or other materials not specified on this label may result in reduced performance.

6.3 Tank Mixing Procedure

When tank mixing, read and carefully observe label directions, cautionary statements and all information on the labels of all products used. Add the tank-mix product to the tank as directed by the label. Maintain agitation and add the labeled amount of this product.

Maintain good agitation at all times until the contents of the tank are sprayed. If the spray mixture is allowed to settle, thorough agitation is required to resuspend the mixture before spraying is resumed.

Keep by-pass line on or near the bottom of the tank to minimize foaming. Screen size in nozzle or line strainers should be no finer than 50-mesh.

Always predetermine the compatibility of labeled tank mixtures of this product with water carrier by mixing small proportional quantities in advance. Ensure that the specific tank mixture product is registered for application at the desired site.

Refer to the "**Tank Mixtures**" section for additional precautions.

6.4 Mixing Percent Solutions

Prepare the desired volume of spray solution by mixing the amount of this product in water as shown in the following table:

Spray Solution

Desired Volume	Amount of AquaMaster herbicide					
	0.5%	0.75%	1%	1.5%	4%	8%
1 gal	2/3 oz	1 oz	1.3 oz	2 oz	5 oz	10 oz
25 gal	1 pt	1.5 pt	1 qt	1.5 qt	4 qt	2 gal
100 gal	2 qt	3 qt	1 gal	1.5 gal	4 gal	8 gal

2 tablespoons = 1 fluid ounce

For use in backpack, knapsack or pump-up sprayers, it is suggested that the amount of this product be mixed with water in a larger container. Fill sprayer with the mixed solution.

6.5 Surfactant

This product requires the use of a nonionic surfactant unless otherwise specified. When using this product, unless otherwise specified, mix 2 or more quarts of a nonionic surfactant per 100 gallons of spray solution. Increasing the rate of surfactant may enhance performance. Examples of when to use the higher surfactant rate include, but are not limited to: hard to control woody brush, trees and vines, high water volumes, adverse environmental conditions, tough to control weeds, weeds under stress, surfactants with less than 70 percent active ingredient, tank mixes, etc. These surfactants should not be used in excess of 1 quart per acre when making broadcast applications. Always read and follow the manufacturer's surfactant label for best results. Carefully observe all cautionary statements and other information appearing in the surfactant label.

6.6 Colorants or Dyes

Approved colorants or marking dyes may be added to this product. Colorants or dyes used in spray solutions of this product may reduce performance, especially at lower rates or dilution. Use colorants or dyes according to the manufacturer's instructions.

6.7 Drift Reduction Additives

Drift reduction additives may be used with all equipment types, except wiper applicators, and sponge bars. When a drift reduction additive is used, read and carefully observe the precautionary statements and all other information appearing on the additive label. The use of drift reduction additives can affect spray coverage which may result in reduced performance.

7.0 APPLICATION EQUIPMENT AND TECHNIQUES

Do not apply this product through any type of irrigation system.

APPLY THESE SPRAY SOLUTIONS IN PROPERLY MAINTAINED AND CALIBRATED EQUIPMENT CAPABLE OF DELIVERING DESIRED VOLUMES.

SPRAY DRIFT MANAGEMENT

AVOID DRIFT. EXTREME CARE MUST BE USED WHEN APPLYING THIS PRODUCT TO PREVENT INJURY TO DESIRABLE PLANTS AND CROPS.

Do not allow the herbicide solution to mist, drip, drift or splash onto desirable vegetation since minute quantities of this product can cause severe damage or destruction to the crop, plants or other areas on which treatment was not intended.

Avoiding spray drift at the application site is the responsibility of the applicator. The interaction of many equipment- and weather-related factors determines the potential for spray drift. The applicator and the grower are responsible for considering all these factors when making decisions.

7.1 Aerial Equipment

DO NOT APPLY THIS PRODUCT USING AERIAL SPRAY EQUIPMENT EXCEPT UNDER CONDITIONS AS SPECIFIED WITHIN THIS LABEL.

FOR AERIAL APPLICATION IN CALIFORNIA, REFER TO THE FEDERAL SUPPLEMENTAL LABELING FOR AERIAL APPLICATIONS IN THAT STATE OR COUNTY FOR SPECIFIC INSTRUCTIONS, RESTRICTIONS AND REQUIREMENTS.

This product, when tank mixed with dicamba, may not be applied by air in California. Only 2,4-D amine formulations may be applied by air in California.

TO PREVENT INJURY TO ADJACENT DESIRABLE VEGETATION, APPROPRIATE BUFFER ZONES MUST BE MAINTAINED.

Avoid direct application to any body of water.

Use the labeled rates of this herbicide in 3 to 25 gallons of water per acre.

Ensure uniform application. To avoid streaked, uneven or overlapped application, use appropriate marking devices.

AERIAL SPRAY DRIFT MANAGEMENT

The following drift management requirements must be followed to avoid off-target drift movement from aerial applications to agricultural field crops. These requirements do not apply to public health uses.

1. The distance of the outermost nozzles on the boom must not exceed 3/4 the length of the wingspan or rotor.
2. Nozzles must always point backward parallel with the air stream and never be pointed downwards more than 45 degrees. Where states have more stringent regulations, they should be observed.

Importance of Droplet Size

The most effective way to reduce drift potential is to apply large droplets. The best drift management strategy is to apply the largest droplets that provide sufficient coverage and control. Applying larger droplets reduces drift potential, but will not prevent drift if applications are made improperly, or under unfavorable environmental conditions (see the "**Wind**", "**Temperature and Humidity**", and "**Temperature Inversions**" sections of this label).

Controlling Droplet Size

- **Volume:** Use high flow rate nozzles to apply the highest practical spray volume. Nozzles with the higher rated flows produce larger droplets.
- **Pressure:** Use the lower spray pressures recommended for the nozzle. Higher pressure reduces droplet size and does not improve canopy penetration. When higher flow rates are needed, use higher flow rate nozzles instead of increasing pressure.
- **Number of nozzles:** Use the minimum number of nozzles that provide uniform coverage.
- **Nozzle orientation:** Orienting nozzles so that the spray is released backwards, parallel to the air stream, will produce larger droplets than other orientations. Significant deflection from the horizontal will reduce droplet size and increase drift potential.
- **Nozzle type:** Use a nozzle type that is designed for the intended application. With most nozzle types, narrower spray angles produce larger droplets. Consider using low-drift nozzles. Solid stream nozzles oriented straight back produce larger droplets than other nozzle types.
- **Boom length:** For some use patterns, reducing the effective boom length to less than 3/4 of the wingspan or rotor length may further reduce drift without reducing swath width.
- **Application height:** Applications should not be made at a height greater than 10 feet above the top of the largest plants unless a greater height is required for aircraft safety. Making applications at the lowest height that is safe reduces the exposure of the droplets to evaporation and wind.

Swath Adjustment

When applications are made with a crosswind, the swath will be displaced downwind. Therefore, on the up and downwind edges of the field, the applicator must compensate for this displacement by adjusting the path of the aircraft upwind. Swath adjustment distance should increase, with increasing drift potential (higher wind, smaller droplets, etc.).

Wind

Drift potential is lowest between wind speeds of 2 to 10 miles per hour. However, many factors, including droplet size and equipment type determine drift potential at any given speed. Application should be avoided below 2 miles per hour due to variable wind direction and high inversion potential. **NOTE:** Local terrain can influence wind patterns. Every applicator should be familiar with local wind patterns and how they affect drift.

Temperature and Humidity

Set up equipment to produce larger droplets when making applications in low relative humidity to compensate for evaporation. Droplet evaporation is most severe when conditions are both hot and dry.

Temperature Inversions

Applications should not occur during a temperature inversion because drift potential is high. Temperature inversions restrict vertical air mixing, which causes small suspended droplets to remain in a concentrated cloud. This cloud can move in unpredictable directions due to the light variable winds common during inversions. Temperature inversions are characterized by increasing temperatures with altitude and are common on nights with limited cloud cover and light to no wind. They begin to form as the sun sets and often continue into the morning. Their presence can be indicated by ground fog; however, if fog is not present, inversions can also be identified by the movement of smoke from a ground source or an aircraft smoke generator. Smoke that layers and moves laterally in a concentrated cloud (under low wind conditions) indicates an inversion, while smoke that moves upward and rapidly dissipates indicates good vertical air mixing.

Sensitive Areas

This product should only be applied when the potential for drift to adjacent sensitive areas (e.g., residential areas, bodies of water, known habitat for threatened or endangered species, non-target crops) is minimal (e.g., when wind is blowing away from the sensitive areas).

Aircraft Maintenance

PROLONGED EXPOSURE OF THIS PRODUCT TO UNCOATED STEEL SURFACES MAY RESULT IN CORROSION AND POSSIBLE FAILURE OF THE PART. The maintenance of an organic coating (paint) which meets aerospace specification MIL-C-38413 may prevent corrosion. To prevent corrosion of exposed parts, thoroughly wash aircraft after each day of spraying to remove residues of this product accumulated during spraying or from spills. Landing gear is most susceptible.

7.2 Ground Broadcast Equipment

For broadcast ground applications, unless otherwise specified in this label or in separate supplemental labeling or Fact Sheets published by Monsanto, use this product at the rate of 1.5 to 3 pints per acre for annual weeds, 3 to 7.5 pints per acre for perennial weeds and 3 to 7.5 pints per acre for woody brush and trees. When used according to label directions this product will give control or partial control of herbaceous weeds, woody brush and trees listed in the "**WEEDS CONTROLLED**" section of this label.

Use the labeled rates of this product in 3 to 40 gallons of water per acre as a broadcast spray unless otherwise specified. As density of weeds increases, spray volume should be increased within the labeled range to ensure complete coverage. Carefully select proper nozzles to avoid spraying a fine mist. For best results with ground application equipment, use flat-fan nozzles. Check spray pattern for even distribution of spray droplets.

7.3 Hand-Held Equipment

Apply to foliage of vegetation to be controlled. For applications made on a spray-to-wet basis, spray coverage should be uniform and complete. Do not spray to the point of runoff. Use coarse sprays only.

For control of weeds listed in the "**Annual Weeds**" section of "**WEEDS CONTROLLED**", apply a 0.5-percent solution of this product to weeds less than 6 inches in height or runner length. For annual weeds over 6 inches tall, or unless otherwise specified, use a 1-percent solution. Apply prior to seedhead formation in grass or bud formation in broadleaf weeds.

For best results, use a 1.5-percent solution on harder-to-control perennials, woody vines, brush and trees. Make applications to perennials after seedhead emergence in grasses or bud formation in broadleaf weeds, woody brush and trees for best results.

For low-volume directed spray applications, use a 4- to 8-percent solution of this product for control or partial control of annual weeds, perennial weeds, or woody brush and trees. Spray coverage should be uniform with at least 50 to 75 percent of the foliage contacted. Coverage of the top one half of the plant is important for best results. If a straight stream nozzle is used, start the application at the top of the targeted vegetation and spray from top to bottom in a lateral zigzag motion. For flat-fan and cone nozzles and with hand-directed mist blowers, mist the application over the foliage of the targeted vegetation. To ensure adequate spray coverage, spray both sides of large or tall woody brush and trees, when foliage is thick and dense, or where there are multiple sprouts. For best results, apply to actively growing woody brush and trees after full leaf expansion and before fall color and leaf drop.

Unless otherwise specified, use the rates listed in the following "**Application Rates**" table for various methods of foliar application using high-volume, backpack, knapsack and similar types of hand-held equipment. When used according to label directions this product will give control or partial control of herbaceous weeds, woody brush and trees listed in the "**WEEDS CONTROLLED**" section of this label.

Application Rates

APPLICATION	AQUAMASTER HERBICIDE	SPRAY VOLUME GALLONS/ACRE
SPRAY-TO-WET		
Handgun or Backpack	0.5 to 1.5% by volume	spray-to-wet*
LOW-VOLUME DIRECTED SPRAY		
Backpack	4 to 8% by volume	15 to 25**
Modified High-Volume	1.5 to 3% by volume	40 to 60**

*For applications made on a spray-to-wet basis, spray coverage should be uniform and complete. Do not spray to the point of runoff.

**Low-volume directed applications with backpacks work best when treating weeds and brush less than 10 feet tall. For taller weeds and brush, high-volume handguns can be modified by reducing nozzle size and spray pressure to produce a low-volume directed spray.

7.4 Selective Equipment

This product may be applied through shielded applicators, hooded sprayers, wiper applicators or sponge bars, after dilution and thorough mixing with water, to listed weeds growing in any aquatic or non-crop site specified on this label.

AVOID CONTACT OF HERBICIDE WITH DESIRABLE VEGETATION, AS SERIOUS INJURY OR DEATH IS LIKELY TO OCCUR.

Applicators used above desired vegetation should be adjusted so that the lowest spray stream or wiper contact point is at least 2 inches above the desirable vegetation. Droplets, mist, foam or splatter of the herbicide solution settling on desirable vegetation is likely to result in discoloration, stunting or destruction.

Better results may be obtained when more of the weed is exposed to the herbicide solution. Weeds not contacted by the herbicide solution will not be affected. This may occur in dense clumps, severe infestations or when the height of the weeds varies so that not all weeds are contacted. In these instances, repeat treatment may be necessary.

Shielded and Hooded Applicators

A shielded or hooded applicator directs the herbicide solution onto weeds, while shielding desirable vegetation from the herbicide. Use nozzles that provide uniform coverage within the treated area. Keep shields on these sprayers adjusted to protect desirable vegetation. EXTREME CARE MUST BE EXERCISED TO AVOID CONTACT OF HERBICIDE WITH DESIRABLE VEGETATION.

Wiper Applicators and Sponge Bars

Wiper applicators are devices that physically wipe appropriate amounts of this product directly onto the weed.

Equipment must be designed, maintained and operated to prevent the herbicide solution from contacting desirable vegetation. Operate this equipment at ground speeds no greater than 5 miles per hour. Performance may be improved by reducing speed in areas of heavy weed infestations to ensure adequate wiper saturation. Better results may be obtained if 2 applications are made in opposite directions.

Avoid leakage or dripping onto desirable vegetation. Adjust height of applicator to ensure adequate contact with weeds. Keep wiping surfaces clean. Be aware that, on sloping ground, the herbicide solution may migrate, causing dripping on the lower end and drying of the wicks on the upper end of a wiper applicator.

Do not use wiper equipment when weeds are wet.

Mix only the amount of solution to be used during a 1-day period, as reduced activity may result from the use of leftover solutions. Clean wiper parts immediately after using this product by thoroughly flushing with water.

Nonionic surfactant at a rate of 10 percent by volume of total herbicide solution is recommended with all wiper applications.

For Rope or Sponge Wick Applicators—Solutions ranging from 33 to 75 percent of this product in water may be used.

For Panel Applicators—Solutions ranging from 33 to 100 percent of this product in water may be used in panel wiper applicators.

8.0 SITE AND USE INSTRUCTIONS

Unless otherwise specified, applications may be made to control any weeds listed in the "**Annual Weeds**", "**Perennial Weeds**" and "**Woody Brush and Trees**" rate tables. Refer also to the "**Selective Equipment**" section.

8.1 Aquatic Sites

This product may be applied to emerged weeds in all bodies of fresh and brackish water which may be flowing, nonflowing or transient. This includes lakes, rivers, streams, ponds, estuaries, rice levees, seeps, irrigation and drainage ditches, canals, reservoirs, wastewater treatment facilities, wildlife habitat restoration and management areas.

This product may also be used to control the labeled weeds, woody brush and trees growing in other terrestrial non-crop sites listed on this label or in aquatic sites within these areas.

If aquatic sites are present in a non-crop area and are part of the intended treatment, read and observe the following directions:

This product does not control plants which are completely submerged or have a majority of their foliage under water.

There is no restriction on the use of treated water for irrigation, recreation or domestic purposes.

Consult local state fish and game agency and water control authorities before applying this product to public water. Permits may be required to treat such water.

NOTE: Do not apply this product **directly to water** within 0.5 mile upstream of an active potable water intake in flowing water (i.e., river, stream, etc.) or within 0.5 mile of an active potable water intake in a standing body of water such as lake, pond or reservoir. To make aquatic applications around and within 0.5 mile of active potable water intakes, the water intake must be turned off for a minimum period of 48 hours after the application. The water intake may be turned on prior to 48 hours if the glyphosate level in the intake water is below 0.7 parts per million as determined by laboratory analysis. These aquatic applications may be made ONLY in those cases where there are alternative water sources or holding ponds which would permit the turning off of an active potable water intake for a minimum period of 48 hours after the applications. This restriction does **NOT** apply to intermittent inadvertent overspray of water in terrestrial use sites.

For treatments after drawdown of water or in dry ditches, allow 7 or more days after treatment before reintroduction of water to achieve maximum weed control. Apply this product within 1 day after drawdown to ensure application to actively growing weeds.

Floating mats of vegetation may require retreatment. Avoid wash-off of sprayed foliage by spray boat or recreational boat backwash or by rainfall within 6 hours of application. Do not retreat within 24 hours following the initial treatment.

Applications made to moving bodies of water must be made while traveling upstream to prevent concentration of this herbicide in water. When making any bankside applications, do not overlap more than 1 foot into open water. Do not spray in bodies of water where weeds do not exist. The maximum application rate of 7.5 pints per acre must not be exceeded in any single broadcast application that is being made over water except as follows, where any labeled rate may be applied:

- Stream crossings in utility rights-of-way.
- Where applications will result in less than 20 percent of the total water area being treated.

When emerged infestations require treatment of the total surface area of impounded water, treating the area in strips may avoid oxygen depletion due to decaying vegetation. Oxygen depletion may result in fish kill.

Tank Mixtures

Tank mixtures of this product plus 2,4-D amine may be used to increase the spectrum of vegetation controlled in aquatic sites. Use 1.5 to 2 pints of this product plus 1 to 2 quarts of 2,4-D amine (4 pounds active ingredient per gallon, labeled for aquatic sites) for control of annual weeds. Use 3 to 7.5 pints of this product plus 2 to 4 quarts of 2,4-D amine (4 pounds active ingredient per gallon, labeled for aquatic sites) for control or partial control of perennial weeds, woody brush and trees.

When tank mixing, read and carefully observe the label claims, cautionary statements and all information on the labels of all products used. Use according to the most restrictive precautionary statements for each product in the mixture. Mix in the following sequence: Fill sprayer tank one-half full with water, add AquaMaster herbicide, then 2,4-D amine and finally surfactant. Fill sprayer tank to final volume of water.

NOTE: DO NOT MIX AQUAMASTER HERBICIDE AND 2,4-D AMINE CONCENTRATES WITHOUT WATER CARRIER. DO NOT MIX AQUAMASTER HERBICIDE AND 2,4-D AMINE IN BYPASS INJECTOR-TYPE SPRAY EQUIPMENT.

For Control of Cordgrass (*Spartina spp.)*

The presence of debris and silt on the surface of cordgrass plants will reduce product performance. It may be necessary to wash targeted plants prior to application to improve herbicide uptake. Where cordgrass has been cut or mowed prior to application, allow significant regrowth before application to ensure adequate interception and uptake of the herbicide solution. Rainfall within 2 hours or immersion within 4 hours after application may reduce effectiveness.

Prior to application, survey the areas to be treated to determine if shellfish beds exist within the intended treatment area. Wait either until shellfish have been harvested before application is made or do not harvest shellfish for 14 days following treatment.

Add 1 to 2 quarts or more of nonionic surfactant or other adjuvant approved for use on aquatic sites and compatible with this product per 100 gallons of spray solution for broadcast applications (ground or air) and when using optical sensing application equipment.

Do not apply this product through any type of irrigation system.

APPLICATION: Under ideal application conditions, that is, where silt and debris are not present on plant surfaces, good spray coverage is achievable, target plants are actively growing and labeled rates and application volumes are used, allow at least 4 hours drying time before plants are covered by tidewater. Where one or more of these conditions are not met, schedule applications to allow at least 5 hours drying time before plants are covered by tidewater. Do not apply when wind speed at the application site exceed 10 miles per hour.

Broadcast Application (Ground): Apply 2 to 8 quarts of this herbicide in 5 to 100 gallons of spray solution per acre. For best results, complete coverage of cordgrass clumps is required.

Broadcast Application (Ground/Optical Sensing Application Equipment): Apply 2 to 8 quarts of this product in 5 to 100 gallons of spray solution per acre using equipment designed and calibrated to deliver spray solution only when cordgrass plants are present and detected by optical sensors. For best results, complete coverage of cordgrass clumps is required.

Hand-Held Backpack or High-Volume Equipment: Apply a 5 to 8 percent solution of this product. Ensure that complete coverage of cordgrass clumps is achieved. Do not spray to the point of runoff.

Broadcast Application (Air): Apply 2 to 8 quarts of this product in 5 to 10 gallons of spray solution per acre. Maintain at least a 50-foot buffer between commercial shellfish beds and treated areas. The potential for spray drift is dependent upon weather- and equipment-related factors. The applicator must be familiar with local wind patterns and monitor and record temperature and wind speed prior to and periodically during application. Schedule application in order to allow at least 5 hours before treated plants are covered by tidewater.

For Control of Giant Salvinia

For control of Giant Salvinia, this product may be applied as a 2.0% v/v spray-to-wet solution with 0.5 to 2.0% v/v of a nonionic surfactant containing at least 70 percent active ingredient. Ensure thorough coverage when using spray-to-wet treatments using hand-held equipment.

For broadcast applications, apply 3 to 3.75 quarts of this product with an aquatic approved surfactant system containing 0.1% v/v nonionic organosilicone and 0.25% v/v nonionic spreader sticker surfactant in 3 to 40 gallons per acre as a broadcast treatment.

Allow at least 3 days after application before disturbing treated vegetation. This product does not control plants which are completely submerged or have a majority of their foliage under water.

8.2 Hollow Stem Injection

This product may be applied through hand-held injection devices that deliver labeled amounts of this product into targeted hollow stem plants growing in any aquatic or non-crop site specified on this label. For control of the following hollow stem plants, follow the use instructions below:

Castorbean *(Ricinus communis)*

Inject 4 mL/plant of this product into the lower portion of the main stem.

Hemlock, Poison *(Conium maculatum)*

Inject one leaf cane per plant 10 to 12 inches above root crown with 5 mL of a 5% v/v solution of this product.

Hogweed, Giant *(Heracleum mantegazzianum)*

Inject one leaf cane per plant 12 inches above root crown with 5 mL of a 5% v/v solution of this product.

Horsetail, Field *(Equisetum arvense)*

Inject one segment above the root crown with 0.5 mL/stem of this product. Use a small syringe that calibrates to this rate.

Iris, Yellow Flag *(Iris pseudocorus)*

Cut flower stems with clippers 8 to 9 inches above the root crown. Use a cavity needle that is pushed into the stem center and then slowly removed as 0.5 mL/stem of this product is injected into the stem.

Knotweed, Bohemian *(Polygonum bohemicum)*,

Knotweed, Giant *(Polygonum sachalinense)*, and

Knotweed, Japanese *(Polygonum cuspidatum)*

Inject 5 mL/stem of this product between second and third internode.

Reed, Giant *(Arundo donax)*

Inject 6 mL/stem of this product between second and third internode.

Thistle, Canada *(Cirsium arvense)*

Cut 8 to 9 of the tallest plants at bud stage in a clump with clippers. Use a cavity needle that is pushed into the stem center and then slowly removed as 0.5 mL/stem of this product is injected into the stem.

NOTE: Based on the maximum annual use rate of glyphosate for these non-crop sites, the combined total for all treatments must not exceed 8 quarts of this product per acre. At 5 mL per stem, 8 quarts should treat approximately 1500 stems.

8.3 Cut Stump

Cut stump treatments may be made on any site listed on this label. This product will control many types of woody brush and tree species. Apply this product using suitable equipment to ensure coverage of the entire cambium. Cut trees or resprouts close to the soil surface. Apply a 50- to 100-percent solution of this product to the freshly-cut surface **immediately after** cutting. Delays in application may result in reduced performance. For best results, applications should be made during periods of active growth and full leaf expansion.

For control of *Ailanthus altissima* (Tree-of-heaven) make a cut stump treatment according to the directions in this section using a spray mixture of 50 percent AquaMaster herbicide and 10 percent Arsenal.

DO NOT MAKE CUT STUMP APPLICATIONS WHEN THE ROOTS OF DESIRABLE WOODY BRUSH OR TREES MAY BE GRAFTED TO THE ROOTS OF THE CUT STUMP. Some sprouts, stems, or trees may share the same root system. Adjacent trees having a similar age, height and spacing may signal shared roots. Whether grafted or shared, injury is likely to occur to non-treated stems/trees when one or more trees sharing common roots are treated.

8.4 General Non-crop Areas and Industrial Sites

Use in areas such as airports, apartment complexes, commercial sites, ditch banks, driveways, dry ditches, dry canals, fencerows, forestry sites, golf courses, greenhouses, industrial sites, lumber yards, manufacturing sites, municipal sites, natural areas, office complexes, ornamentals, parks, parking areas, pastures, petroleum tank farms and pumping installations, railroads, rangeland, recreational areas, residential areas, rights-of-way, roadsides, schools, sod or turf seed farms, sports complexes, storage areas, substations, utility sites, warehouse areas, and wildlife management areas.

General Weed Control, Trim-and-Edge and Bare Ground

This product may be used in general non-crop areas. It may be applied with any application equipment described in this label. This product may be used to trim-and-edge around objects in non-crop sites, for spot treatment of unwanted vegetation and to eliminate unwanted weeds growing in established shrub beds or ornamental plantings. This product may be used prior to planting an area to ornamentals, flowers, turfgrass (sod or seed), or prior to laying asphalt or beginning construction projects.

Repeated applications of this product may be used, as weeds emerge, to maintain bare ground.

TANK MIXTURES: This product may be tank mixed with the following products. Refer to these product labels for approved non-crop sites and application rates. Read and carefully observe the cautionary statements and all other information appearing on the labels of all herbicides used. Use according to the most restrictive precautionary statements for each product in the mixture.

Arsenal	Outrider®
Barricade 65WG	Pendulum 3.3 EC
Certainty®	Pendulum WDG
diuron*	Plateau
Endurance	Princep DF
Escort XP	Princep Liquid
Garlon 3A	Ronstar 50 WP
Garlon 4	Sahara
Hyvar X	simazine*
Karmex	Surflan
Krovar I DF	Telar
Oust XP	2,4-D*

*User is responsible for ensuring that tank mixtures with products containing this generic active ingredient may be made provided the specific product is registered for this use.

This product plus dicamba tank mixtures may not be applied by air in California.

Brush Control Tank Mixtures

TANK MIXTURES: Tank mixtures of this product may be used to increase the spectrum of control for herbaceous weeds, woody brush and trees. When tank mixing, read and carefully observe the label claims, cautionary statements and all information on the labels of all products used. Use according to the most restrictive precautionary statements for each product in the mixture. Any labeled rate of this product may be used in a tank mix.

For control of herbaceous weeds, use the lower tank mixture rates. For control of dense stands or tough-to-control woody brush and trees, use the higher rates.

NOTE: For side trimming treatments, this product may be used alone or in tank mixture with Garlon 4.

PRODUCT
Arsenal
Escort XP
Garlon 3A*
Garlon 4

*Ensure that Garlon 3A is thoroughly mixed with water according to label directions before adding this product. Have spray mixture agitating at the time this product is added to avoid spray compatibility problems.

8.5 Habitat Management

Habitat Restoration and Management

This product may be used to control exotic and other undesirable vegetation in habitat management and natural areas, including riparian and estuarine areas, rangeland and wildlife refuges. Applications can be made to allow recovery of native plant species, prior to planting desirable native species, and for similar broad-spectrum vegetation control requirements. Spot treatments can be made to selectively remove unwanted plants for habitat management and enhancement.

Wildlife Food Plots

This product may be used as a site preparation treatment prior to planting wildlife food plots. Any wildlife food species may be planted after applying this product, or native species may be allowed to repopulate the area. If tillage is needed to prepare a seedbed, wait 7 days after application before tillage to allow translocation into underground plant parts.

8.6 Injection and Frill (Woody Brush and Trees)

This product may be used to control woody brush and trees by injection or frill applications. Apply this product using suitable equipment that must penetrate into the living tissue. Apply 1 mL of this product per each 2 to 3 inches of trunk diameter at breast height (DBH). This is best achieved by applying a 50- to 100-percent concentration of this product either to a continuous frill around the tree or as cuts evenly spaced around the tree below all branches. As tree diameter increases in size, better results are achieved by applying diluted material to a continuous frill or more closely spaced cuttings. Avoid application techniques that allow runoff to occur from frilled or cut areas in species that exude sap freely. In species such as this, make the frill or cuts at an oblique angle to produce a cupping effect and use a 100-percent concentration of this product. For best results, application should be made during periods of active growth and after full leaf expansion.

8.7 Roadsides

All of the instructions in the "**General Non-Crop Areas and Industrial Sites**" section apply to roadsides.

Shoulder Treatments

This product may be used on road shoulders. It may be applied with boom sprayers, shielded boom sprayers, high-volume off-center nozzles, hand-held equipment, and similar equipment.

Guardrails and Other Obstacles to Mowing

This product may be used to control weeds growing under guardrails and around signposts and other objects along the roadside.

Spot Treatment

This product may be used as a spot treatment to control unwanted vegetation growing along roadsides.

TANK MIXTURES: This product may be tank mixed with the following products for shoulder, guardrail, spot and bare ground treatments, provided that the specific tank mixture product is registered for use on such sites. Refer to these product labels for approved non-crop sites and application rates. Read and carefully observe the cautionary statements and all other information appearing on the labels of all herbicides used. Use according to the most restrictive precautionary statements for each product in the mixture.

atrazine*	Landmark MP	Sahara DG
Crossbow L	Landmark XP	simazine*
dicamba*	Oust XP	Surflan AS
diuron*	Outrider	Surflan WDG
Endurance	pendimethalin*	Telar DF
Escort XP	Plateau	Velpar DF
Gallery 75 DF	Plateau DG	Velpar L
Krovar I DF	Poast	2,4-D*
Landmark II MP	Ronstar 50 WSP	

*User is responsible for ensuring that tank mixtures with products containing this generic active ingredient may be made provided the specific product is registered for this use.

See the "**MIXING**" section of this label for general instructions for tank mixing.

Release of Bermudagrass or Bahiagrass

Dormant Applications

This product may be used to control or partially control many winter annual weeds and tall fescue for effective release of dormant bermudagrass or bahiagrass. Treat only when turf is dormant and prior to spring greenup. This product may also be tank mixed with Outrider herbicide or Oust XP for residual control. Tank mixtures of this product with Oust XP may delay greenup.

For best results on winter annuals, treat when plants are in an early growth stage (below 6 inches in height) after most have germinated. For best results on tall fescue, treat when fescue is at or beyond the 4- to 6-leaf stage.

Apply 6 to 48 ounces of this product in a tank mixture with 0.75 to 1.33 ounces Outrider herbicide per acre. Read and follow all label directions for Outrider herbicide.

TANK MIXTURES: Apply 6 to 48 fluid ounces of this product per acre alone or in a tank mixture with 0.25 to 1 ounce per acre of Oust XP. Apply the labeled rates in 10 to 40 gallons of water per acre. Use only in areas where bermudagrass or bahiagrass are desirable ground covers and where some temporary injury or discoloration can be tolerated. To avoid delays in greenup and minimize injury, add no more than 1 ounce of Oust XP per acre on bermudagrass and no more than 0.5 ounce of Oust XP per acre on bahiagrass and avoid treatments when these grasses are in a semi-dormant condition.

Actively Growing Bermudagrass

This product may be used to control or partially control many annual and perennial weeds for effective release of actively growing bermudagrass. Apply 12 to 36 fluid ounces of this product in 10 to 40 gallons of spray solution per acre. Use the lower rate when treating annual weeds below 6 inches in height (or runner length). Use the higher rate as weeds increase in size or as they approach flower or seedhead formation. These rates will also provide partial control of the following perennial species:

Bahiagrass	Johnsongrass
Bluestem, silver	Trumpetcreeper
Fescue, tall	Vaseygrass

This product may be tank mixed with Outrider herbicide for control or partial control of Johnsongrass and other weeds listed in the Outrider herbicide label. Use 6 to 24 ounces of this product with 0.75 to 1.33 ounces of Outrider herbicide. Use the higher rates of both products for control of perennial weeds or annual weeds greater than 6 inches in height.

TANK MIXTURES: This product may be tank mixed with Oust XP. If tank mixed, use no more than 12 to 24 fluid ounces of this product with 1 to 2 ounces of Oust XP per acre. Use the lower rates of each product to control annual weeds less than 6 inches in height (or runner length) that are listed in this label and the Oust XP label. Use the higher rates as annual weeds increase in size and approach the flower or seedhead stages. These rates will also provide partial control of the following perennial weeds:

Bahiagrass	Fescue, tall
Bluestem, silver	Johnsongrass
Broomsedge	Poorjoe
Dallisgrass	Trumpetcreeper
Dock, curly	Vaseygrass
Dogfennel	Vervain, blue

Use only on well-established bermudagrass. Bermudagrass injury may result from the treatment, but regrowth will occur under moist conditions. Repeat applications of the tank mix in the same season are not recommended, since severe injury may occur.

Actively Growing Bahiagrass

For suppression of vegetative growth and seedhead inhibition of bahiagrass for approximately 45 days, apply 4 fluid ounces of this product in 10 to 40 gallons of water per acre. Apply 1 to 2 weeks after full greenup or after mowing to a uniform height of 3 to 4 inches. This application must be made prior to seedhead emergence.

For suppression up to 120 days, apply 3 fluid ounces of this product per acre, followed by an application of 2 to 3 fluid ounces per acre about 45 days later. Make no more than 2 applications per year.

This product may be used for control or partial control of Johnsongrass and other weeds listed on the Outrider herbicide label in actively growing bahiagrass. Apply 1.5 to 3.5 fluid ounces of this product with 0.75 to 1.33 ounces of Outrider herbicide per acre. Use the higher rates for control of perennial weeds or annual weeds greater than 6 inches in height. Use only on well established bahiagrass.

TANK MIXTURES: A tank mixture of this product plus Oust XP may be used. Apply 4 fluid ounces of this product plus 0.25 ounce of Oust XP per acre 1 to 2 weeks following an initial spring mowing. Make only one application per year.

9.0 WEEDS CONTROLLED

Always use the higher rate of this product per acre within the labeled range when weed growth is heavy or dense or weeds are growing in an undisturbed (non-cultivated) area.

Reduced results may occur when treating weeds heavily covered with dust. For weeds that have been mowed, grazed or cut, allow regrowth to occur prior to treatment.

Refer to the following label sections for application rates for the control of annual and perennial weeds and woody brush and trees. For difficult to control perennial weeds and woody brush and trees, where plants are growing under stressed conditions, or where infestations are dense, this product may be used at 4.5 to 8 quarts per acre for enhanced results.

9.1 Annual Weeds

Apply to actively growing annual grasses and broadleaf weeds.

Allow at least 3 days after application before disturbing treated vegetation. After this period the weeds may be mowed, tilled or burned. See the "**GENERAL INFORMATION**" and "**MIXING**" and "**APPLICATION EQUIPMENT AND TECHNIQUES**" sections for labeled uses and specific application instructions.

Use 1.5 pints per acre if weeds are less than 6 inches in height or runner length and 1 to 4 quarts per acre if weeds are over 6 inches in height or runner length or when weeds are growing under stressed conditions.

For spray-to-wet applications, apply a 0.5-percent solution of this product to weeds less than 6 inches in height or runner length. Apply prior to seedhead formation in grass or bud formation in broadleaf weeds. For annual weeds over 6 inches tall, or for smaller weeds growing under stressed conditions, use a 0.75- to 1.5-percent solution. Use the higher rate for tough-to-control species or for weeds over 24 inches tall.

WEED SPECIES

Anoda, spurred
Balsamapple**
Barley*
Barley, little*
Barnyardgrass*
Bassia, fivehook
Bittercress*
Bluegrass, annual*
Bluegrass, bulbous*
Brome, downy*
Brome, Japanese*
Broomsedge
Buttercup*
Castorbean
Cheatgrass*
Cheeseweed (*Malva parviflora*)
Chervil*
Chickweed*
Cocklebur*
Copperleaf, hophornbeam
Copperleaf, Virginia
Coreopsis, plains/tickseed*
Corn*
Crabgrass*
Cupgrass, woolly*
Dwarfdandelion*
Eclipta*
Falsedandelion*
Falseflax, smallseed*
Fiddleneck
Filaree
Fleabane, annual*
Fleabane, hairy (*Conyza bonariensis*)*
Fleabane, rough*
Foxtail*
Foxtail, Carolina*
Geranium, Carolina
Goatgrass, jointed*
Goosegrass
Groundsel, common*
Henbit
Horseweed/Marestail (*Conyza canadensis*)
Itchgrass*
Johnsongrass, seedling
Junglerice
Knotweed
Kochia
Lamb's-quarters*
Lettuce, prickly*
Mannagrass, eastern*
Mayweed
Medusahead*
Morningglory (*Ipomoea spp*)
Mustard, blue*
Mustard, tansy*
Mustard, tumble*
Mustard, wild*
Nightshade, black*
Oats
Panicum, browntop*
Panicum, fall*
Panicum, Texas*
Pennycress, field*
Pepperweed, Virginia*
Pigweed*
Puncturevine
Purslane, common
Pusley, Florida
Ragweed, common*
Ragweed, giant
Rice, red
Rocket, London*
Rocket, yellow
Rye*
Ryegrass*
Sandbur, field*
Sesbania, hemp
Shattercane*
Shepherd's-purse*
Sicklepod
Signalgrass, broadleaf*
Smartweed, ladysthumb*
Smartweed, Pennsylvania*
Sorghum, grain (milo)*
Sowthistle, annual
Spanishneedles***
Speedwell, corn*
Speedwell, purslane*
Sprangletop*
Spurge, annual
Spurge, prostrate*
Spurge, spotted*
Spurry, umbrella*
Starthistle, yellow
Stinkgrass*
Sunflower*
Teaweed/prickly sida
Thistle, Russian
Velvetleaf
Wheat*
Wild oats*
Witchgrass

*When using field broadcast equipment (aerial applications or boom sprayers using flat-fan nozzles) these species will be controlled or partially controlled using 12 fluid ounces of this product per acre. Applications must be made using 3 to 10 gallons of carrier volume per acre. Use nozzles that ensure thorough coverage of foliage and treat when weeds are in an early growth stage.

**Apply with hand-held equipment only.

***Apply 3 pints of this product per acre.

9.2 Perennial Weeds

Best results are obtained when perennial weeds are treated after they reach the reproductive stage of growth (seedhead initiation in grasses and bud formation in broadleaves). For non-flowering plants, best results are obtained when the plants reach a mature stage of growth. In many situations, treatments are required prior to these growth stages. Under these conditions, use the higher application rate within the labeled range.

Ensure thorough coverage when using spray-to-wet treatments using hand-held equipment. When using hand-held equipment for low-volume directed spot treatments, apply a 4- to 8-percent solution of this product.

Allow 7 or more days after application before tillage. If weeds have been mowed or tilled, do not treat until regrowth has reached the specified stages. Fall treatments must be applied before a killing frost.

Repeat treatments may be necessary to control weeds regenerating from underground parts or seed.

WEED SPECIES	RATE (QT/A)	HAND-HELD % SOLUTION
Alfalfa*	0.7	1.5
Alligatorweed*	3.0	1.3
Anise (fennel)	1.5 – 3.0	1.0 – 1.5
Bahiagrass	2.3 – 3.75	1.5
Beachgrass, European (*Ammophila arenaria*)	–	3.5
Bentgrass*	1.0	1.5
Bermudagrass	4.0	1.5
Bermudagrass, water (knotgrass)	1.0	1.5
Bindweed, field	3.0 – 3.75	1.5
Bluegrass, Kentucky	1.5 – 2.3	0.75
Blueweed, Texas	3.0 – 3.75	1.5
Brackenfern	2.3 – 3.0	0.75 – 1.0
Bromegrass, smooth	1.5 – 2.3	0.75
Bursage, woolly-leaf	–	1.5
Canarygrass, reed	1.5 – 2.3	0.75
Cattail	2.3 – 3.75	0.75
Clover; red, white	2.3 – 3.75	1.5
Cogongrass	2.3 – 3.75	1.5
Cordgrass	2.3 – 3.75	1.0–2.0
Cutgrass, giant	3.0	1.0
Dallisgrass	2.3 – 3.75	1.5
Dandelion	2.3 – 3.75	1.5
Dock, curly	2.3 – 3.75	1.5
Dogbane, hemp	3.0	1.5
Fescue (except tall)	2.3 – 3.75	1.5
Fescue, tall	2.3	1.0
Guineagrass	2.3	0.75
Hemlock, poison	1.5 – 3.0	0.75 – 1.5
Horsenettle	2.3 – 3.75	1.5
Horseradish	3.0	1.5
Iceplant	1.5	1.5
Ivy; German, cape	1.5 – 3.0	0.75 – 1.5
Jerusalem artichoke	2.3 – 3.75	1.5
Johnsongrass	1.5 – 2.3	0.75
Kikuyugrass	1.5 – 2.3	0.75
Knapweed	3.0	1.5
Lantana	–	0.75 – 1.0
Lespedeza	2.3 – 3.75	1.5
Loosestrife, purple	2.0	1.0 – 1.5
Lotus, American	2.0	0.75
Maidencane	3.0	0.75
Milkweed, common	2.3	1.5
Muhly, wirestem	1.5 – 2.3	0.75
Mullein, common	2.3 – 3.75	1.5
Napiergrass	2.3 – 3.75	1.5
Nightshade, silverleaf	3.0 – 3.75	1.5
Nutsedge; purple, yellow	2.3	0.75
Orchardgrass	1.5 – 2.3	0.75
Pampasgrass	2.3 – 3.75	1.5

WEED SPECIES	RATE (QT/A)	HAND-HELD % SOLUTION
Paragrass	3.0	0.75
Pepperweed, perennial	3.0	1.5
Phragmites*	2.0 – 3.75	0.75 – 1.5
Quackgrass	1.5 – 2.3	0.75
Redvine*	1.5	1.5
Reed, giant *(Arundo donax)*	3.0 – 3.75	1.5
Ryegrass, perennial	1.5 – 2.3	0.75
Salvinia, giant	3.0 – 3.75	2.0
Smartweed, swamp	2.3 – 3.75	1.5
Spatterdock	3.0	0.75
Spurge, leafy*	–	1.5
Starthistle, yellow	–	1.5
Sweet potato, wild*	–	1.5
Thistle, artichoke	1.5 – 2.3	2.0
Thistle, Canada	1.5 – 2.3	1.5
Timothy	1.5 – 2.3	1.5
Torpedograss*	3.0 – 3.75	0.75 – 1.5
Trumpetcreeper*	1.5 – 2.3	1.5
Tules, common	–	1.5
Vaseygrass	2.3 – 3.75	1.5
Velvetgrass	2.3 – 3.75	1.5
Waterhyacinth	2.5 – 3.0	0.75 – 1.0
Waterlettuce	–	0.75 – 1.0
Waterprimrose	–	0.75
Wheatgrass, western	1.5 – 2.3	0.75

*Partial control

Alligatorweed—Apply 3 quarts of this product per acre as a broadcast spray or as a 1.3-percent solution with hand-held equipment to provide partial control of alligatorweed. Apply when most of the target plants are in bloom. Repeat applications will be required to maintain such control.

Beachgrass, European—Apply an 8-percent solution of this products plus 0.5- to 1.5-percent nonionic surfactant on a low-volume spray-to-wet basis. Best results are obtained when applications are made when European beachgrass is actively growing through the boot to the full heading stages of growth. Make applications prior to the loss of more than 50 percent green leaf color in the fall. Do not treat when weeds are under drought stress. Repeat applications may be necessary.

Bermudagrass—Apply 4 quarts of this product per acre as a broadcast spray or as a 1.5-percent solution with hand-held equipment. Apply when target plants are actively growing and when seed heads appear.

Bindweed, field / Silverleaf Nightshade / Texas Blueweed—Apply 3 to 3.75 quarts of this product per acre as a broadcast spray west of the Mississippi River and 2.3 to 3 quarts of this product per acre east of the Mississippi River. With hand-held equipment, use a 1.5-percent solution. Apply when target plants are actively growing and are at or beyond full bloom. For silverleaf nightshade, best results can be obtained when application is made after berries are formed. Do not treat when weeds are under drought stress. New leaf development indicates active growth. For best results apply in late summer or fall.

Brackenfern—Apply 2.3 to 3 quarts of this product per acre as a broadcast spray or as a 0.75- to 1-percent solution with hand-held equipment. Apply to fully expanded fronds which are at least 18 inches long.

Cattail—Apply 2.3 to 3 quarts of this product per acre as a broadcast spray or as a 0.75-percent solution with hand-held equipment. Apply when target plants are actively growing and are at or beyond the early-to-full bloom stage of growth. Best results are achieved when application is made during the summer or fall months.

Cogongrass—Apply 2.3 to 3.75 quarts of this product per acre as a broadcast spray. Apply when cogongrass is at least 18 inches tall and actively growing in late summer or fall. Allow 7 or more days after application before tillage or mowing. Due to uneven stages of growth and the dense nature of vegetation preventing good spray coverage, repeat treatments may be necessary to maintain control.

Cordgrass—Apply 2.3 to 3.75 quarts of this product per acre as a broadcast spray or as a 1- to 2-percent solution with hand-held equipment. Schedule applications in order to allow 6 hours before treated plants are covered by tidewater. The presence of debris and silt on the cordgrass plants will reduce performance. It may be necessary to wash targeted plants prior to application to improve uptake of this product into the plant.

Cutgrass, giant—Apply 3 quarts of this product per acre as a broadcast spray or as a 1-percent solution with hand-held equipment to provide partial control of giant cutgrass. Repeat applications will be required to maintain such control, especially where vegetation is partially submerged in water. Allow for substantial regrowth to the 7- to 10-leaf stage prior to retreatment.

Dogbane, hemp / Knapweed / Horseradish—Apply 3 quarts of this product per acre as a broadcast spray or as a 1.5-percent solution with hand-held equipment. Apply when target plants are actively growing and most have reached the late bud-to-flower stage of growth. For best results, apply in late summer or fall.

Fescue, tall—Apply 2.3 quarts of this product per acre as a broadcast spray or as a 1-percent solution with hand-held equipment. Apply when target plants are actively growing and most have reached the boot-to-head stage of growth. When applied prior to the boot stage, less desirable control may be obtained.

Guineagrass—Apply 2.3 quarts of this product per acre as a broadcast spray or as a 0.75-percent solution with hand-held equipment. Apply when target plants are actively growing and when most have reached at least the 7-leaf stage of growth.

Johnsongrass / Bluegrass, Kentucky / Bromegrass, smooth /Canarygrass, reed / Orchardgrass / Ryegrass, perennial / Timothy / Wheatgrass, western—Apply 1.5 to 2.3 quarts of this product per acre as a broadcast spray or as a 0.75-percent solution with hand-held equipment. Apply when target plants are actively growing and most have reached the boot-to-head stage of growth. When applied prior to the boot stage, less desirable control may be obtained. In the fall, apply before plants have turned brown.

Lantana—Apply this product as a 0.75- to 1-percent solution with hand-held equipment. Apply to actively growing lantana at or beyond the bloom stage of growth. Use the higher application rate for plants that have reached the woody stage of growth.

Loosestrife, purple—Apply 2 quarts of this product per acre as a broadcast spray or as a 1- to 1.5-percent solution using hand-held equipment. Treat when plants are actively growing at or beyond the bloom stage of growth. Best results are achieved when application is made during summer or fall months. Fall treatments must be applied before a killing frost.

Lotus, American—Apply 2 quarts of this product per acre as a broadcast spray or as a 0.75-percent solution with hand-held equipment. Treat when plants are actively growing at or beyond the bloom stage of growth. Best results are achieved when application is made during summer or fall months. Fall treatments must be applied before a killing frost. Repeat treatment may be necessary to control regrowth from underground parts and seeds.

Maidencane / Paragrass—Apply 3 quarts of this product per acre as a broadcast spray or as a 0.75-percent solution with hand-held equipment. Repeat treatments will be required, especially to vegetation partially submerged in water. Under these conditions, allow for regrowth to the 7- to 10-leaf stage prior to retreatment.

Milkweed, common—Apply 2.3 quarts of this product per acre as a broadcast spray or as a 1.5-percent solution with hand-held equipment. Apply when target plants are actively growing and most have reached the late bud-to-flower stage of growth.

Nutsedge: purple, yellow—Apply 2.3 quarts of this product per acre as a broadcast spray, or as a 0.75-percent solution with hand-held equipment to control existing nutsedge plants and immature nutlets attached to treated plants. Apply when target plants are in flower or when new nutlets can be found at rhizome tips. Nutlets which have not germinated will not be controlled and may germinate following treatment. Repeat treatments will be required for long-term control.

Pampasgrass—Apply a 1.5-percent solution of this product with hand-held equipment when plants are actively growing.

Phragmites—For partial control of phragmites in Florida and the counties of other states bordering the Gulf of Mexico, apply 3.75 quarts per acre as a broadcast spray or apply a 1.5-percent solution with hand-held equipment. In other areas of the U.S., apply 2 to 3 quarts per acre as a broadcast spray or apply a 0.75-percent solution with hand-held equipment for partial control. For best results, treat during late summer or fall months when plants are actively growing and in full bloom. Due to the dense nature of the vegetation, which may prevent good spray coverage and uneven stages of growth, repeat treatments may be necessary to maintain control. Visual control symptoms will be slow to develop.

Quackgrass / Kikuyugrass / Muhly, wirestem—Apply 1.5 to 2.3 quarts of this product per acre as a broadcast spray or as a 0.75-percent solution with hand-held equipment when most quackgrass or wirestem muhly is at least 8 inches in height (3- to 4-leaf stage of growth) and actively growing. Allow 3 or more days after application before tillage.

Reed, giant / Ice Plant—For control of giant reed and ice plant, apply a 1.5-percent solution of this product with hand-held equipment when plants are actively growing. For giant reed, best results are obtained when applications are made in late summer to fall.

Salvinia, giant—Apply as a 2.0% v/v spray-to-wet solution with 0.5 to 2.0% v/v of a nonionic surfactant containing at least 70% active ingredient. For broadcast applications, apply 3 to 3.75 quarts of this product with an aquatic approved surfactant system containing 0.1% v/v nonionic organosilicone and 0.25% v/v nonionic spreader sticker surfactant in 3 to 40 gallons per acre as a broadcast treatment.

Spatterdock—Apply 3 quarts of this product per acre as a broadcast spray or as a 0.75-percent solution with hand-held equipment. Apply when most plants are in full bloom. For best results, apply during the summer or fall months.

Sweet potato, wild—Apply this product as a 1.5-percent solution using hand-held equipment. Apply to actively growing weeds that are at or beyond the bloom stage of growth. Repeat applications will be required. Allow the plant to reach the specified stage of growth before retreatment.

Thistle: Canada, artichoke—Apply 1.5 to 2.3 quarts of this product per acre as a broadcast spray or as a 1.5-percent solution with hand-held equipment for Canada thistle. To control artichoke thistle, apply a 2-percent solution as a spray-to-wet application. Apply when target plants are actively growing and are at or beyond the bud stage of growth.

Torpedograss—Apply 3 to 3.75 quarts of this product per acre as a broadcast spray or as a 0.75- to 1.5-percent solution with hand-held equipment to provide partial control of torpedograss. Use the lower rates under terrestrial conditions, and the higher rates under partially submerged or a floating mat condition. Repeat treatments will be required to maintain such control.

Tules, common—Apply this product as a 1.5-percent solution with hand-held equipment. Apply to actively growing plants at or beyond the seedhead stage of growth.

After application, visual symptoms will be slow to appear and may not occur for 3 or more weeks.

Waterhyacinth—Apply 2.5 to 3 quarts of this product per acre as a broadcast spray or apply a 0.75- to 1-percent solution with hand-held equipment. Apply when target plants are actively growing and at or beyond the early bloom stage of growth. After application, visual symptoms may require 3 or more weeks to appear with complete necrosis and decomposition usually occurring within 60 to 90 days. Use the higher rates when more rapid visual effects are desired.

Waterlettuce—For control, apply a 0.75- to 1-percent solution of this product with hand-held equipment to actively growing plants. Use higher rates where infestations are heavy. Best results are obtained from mid-summer through winter applications. Spring applications may require retreatment.

Waterprimrose—Apply this product as a 0.75-percent solution using hand-held equipment. Apply to plants that are actively growing at or beyond the bloom stage of growth, but before fall color changes occur. Thorough coverage is necessary for best control.

Other perennials listed on this label—Apply 2.3 to 3.75 quarts of this product per acre as a broadcast spray or as a 0.75- to 1.5-percent solution with hand-held equipment. Apply when target plants are actively growing and most have reached early head or early bud stage of growth.

9.3 Woody Brush and Trees

Apply this product after full leaf expansion, unless otherwise directed. Use the higher rate for larger plants and/or dense areas of growth. On vines, use the higher rate for plants that have reached the woody stage of growth. Best results are obtained when application is made in late summer or fall after fruit formation.

In arid areas, best results are obtained when applications are made in the spring to early summer when brush species are at high moisture content and are flowering.

Ensure thorough coverage when using spray-to-wet treatments using hand-held equipment. When using hand-held equipment for low-volume directed-spray spot treatments, apply a 4- to 8-percent solution of this product.

Symptoms may not appear prior to frost or senescence with fall treatments.

Allow 7 or more days after application before tillage, mowing or removal. Repeat treatments may be necessary to control plants regenerating from underground parts or seed. Some autumn colors on undesirable deciduous species are acceptable provided no major leaf drop has occurred. Reduced performance may result if fall treatments are made following a frost.

WEED SPECIES	BROADCAST RATE (QT/A)	HAND-HELD SPRAY-TO-WET % SOLUTION
Alder	2.3 – 3.0	0.75 – 1.2
Ash*	1.5 – 3.75	0.75 – 1.5
Aspen, quaking	1.5 – 2.3	0.75 – 1.2
Bearclover (Bearmat)*	1.5 – 3.75	0.75 – 1.5
Beech*	1.5 – 3.75	0.75 – 1.5
Birch	1.5	0.75
Blackberry	2.3 – 3.0	0.75 – 1.2
Blackgum	1.5 – 3.75	0.75 – 1.5
Bracken	1.5 – 3.75	0.75 – 1.5
Broom; French, Scotch	1.5 – 3.75	1.2 – 1.5
Buckwheat, California*	1.5 – 3.0	0.75 – 1.5
Cascara*	1.5 – 3.75	0.75 – 1.5
Castorbean	–	1.5
Catsclaw*	–	1.2 – 1.5
Ceanothus*	1.5 – 3.75	0.75 – 1.5
Chamise*	1.5 – 3.75	0.75
Cherry; bitter, black, pin	1.5 – 3.75	1.0 – 1.5
Cottonwood, eastern	1.5 – 3.75	0.75 – 1.5
Coyote brush	2.3 – 3.0	1.2 – 1.5
Cypress; swamp, bald	1.5 – 3.75	0.75 – 1.5
Deerweed	1.5 – 3.75	0.75 – 1.5
Dewberry	2.3 – 3.0	0.75 – 1.2
Dogwood*	3.0 – 3.75	1.0 – 2.0
Elderberry	1.5	0.75
Elm*	1.5 – 3.75	0.75 – 1.5
Eucalyptus	–	1.5
Gallberry	1.5 – 3.75	0.75 – 1.5
Gorse*	1.5 – 3.75	0.75 – 1.5
Hackberry, western	1.5 – 3.75	0.75 – 1.5
Hasardia*	1.5 – 3.0	0.75 – 1.5
Hawthorn	1.5 – 2.3	0.75 – 1.2
Hazel	1.5	0.75
Hickory*	3.0 – 3.75	1.0 – 2.0
Honeysuckle	2.3 – 3.0	0.75 – 1.2
Hornbeam, American*	1.5 – 3.75	0.75 – 1.5
Huckleberry	1.5 – 3.75	0.75 – 1.5
Ivy, poison	3.0 – 3.75	1.5
Knotweed; Bohemian, Giant, Japanese**	–	–
Kudzu	3.0	1.5
Locust, black*	1.5 – 3.0	0.75 – 1.5
Madrone resprouts*	–	1.5
Magnolia, sweetbay	1.5 – 3.75	0.75 – 1.5
Manzanita*	1.5 – 3.75	0.75 – 1.5
Maple, red	1.0 – 3.75	0.75 – 1.2
Maple, sugar	–	0.75 – 1.2
Maple, vine*	1.5 – 3.75	0.75 – 1.5
Monkey flower*	1.5 – 3.0	0.75 – 1.5
Oak; black, white*	1.5 – 3.0	0.75 – 1.5
Oak; northern, pin	1.5 – 3.0	0.75 – 1.2
Oak, poison	3.0 – 3.75	1.5
Oak, post	2.3 – 3.0	0.75 – 1.2
Oak, red	–	0.75 – 1.2
Oak, scrub*	1.5 – 3.0	0.75 – 1.5
Oak, southern red	1.5 – 3.75	1.0 – 1.5
Orange, Osage	1.5 – 3.75	0.75 – 1.5
Peppertree, Brazilian (Florida holly)*	1.5 – 3.75	1.5
Persimmon*	1.5 – 3.75	0.75 – 1.5
Pine	1.5 – 3.75	0.75 – 1.5
Poplar, yellow*	1.5 – 3.75	0.75 – 1.5
Prunus	1.5 – 3.75	1.0 – 1.5
Raspberry	2.3 – 3.0	0.75 – 1.2
Redbud, eastern	1.5 – 3.75	0.75 – 1.5
Redcedar, eastern	1.5 – 3.75	0.75 – 1.5
Rose, multiflora	1.5	0.75
Russian olive*	1.5 – 3.75	0.75 – 1.5
Sage, black	1.5 – 3.0	0.75
Sage, white*	1.5 – 3.0	0.75 – 1.5
Sage brush, California	1.5 – 3.0	0.75
Salmonberry	1.5	0.75
Saltbush	–	1.0
Saltcedar**	1.5 – 3.75	0.75 – 1.5
Sassafras*	1.5 – 3.75	0.75 – 1.5
Sea Myrtle	–	1.0
Sourwood*	1.5 – 3.75	0.75 – 1.5
Sumac; laurel, poison, smooth, sugarbush, winged*	1.5 – 3.0	0.75 – 1.5
Sweetgum	1.5 – 2.3	0.75 – 1.5
Swordfern*	1.5 – 3.75	0.75 – 1.5
Tallowtree, Chinese	–	0.75
Tan oak resprouts*	–	1.5
Thimbleberry	1.5	0.75
Tobacco, tree*	1.5 – 3.0	0.75 – 1.5
Toyon*	–	1.5
Trumpetcreeper	1.5 – 2.3	0.75 – 1.2
Vine maple*	1.5 – 3.75	0.75 – 1.5
Virginia creeper	1.5 – 3.75	0.75 – 1.5
Waxmyrtle, southern*	1.5 – 3.75	1.5
Willow	2.3	0.75
Yerba Santa, California*	–	1.5

*Partial control

**Refer to specific instructions below

Alder / Blackberry / Dewberry / Honeysuckle / Oak, Post / Raspberry—For control, apply 2.3 to 3 quarts per acre as a broadcast spray or as a 0.75- to 1.2-percent solution with hand-held equipment.

Aspen, Quaking / Hawthorn / Trumpetcreeper—For control, apply 1.5 to 2.3 quarts of this product per acre as a broadcast spray or as a 0.75- to 1.2-percent solution with hand-held equipment.

Birch / Elderberry / Hazel / Salmonberry / Thimbleberry—For control, apply 1.5 quarts per acre of this product as a broadcast spray or as a 0.75-percent solution with hand-held equipment.

Broom: French, Scotch—For control, apply a 1.2- to 1.5-percent solution with hand-held equipment.

Buckwheat, California / Hasardia / Monkey Flower / Tobacco, Tree—For partial control of these species, apply a 0.75- to 1.5-percent solution of this product as a foliar spray with hand-held equipment. Thorough coverage of foliage is necessary for best results.

Castorbean—For control, apply a 1.5-percent solution of this product with hand-held equipment.

Catsclaw—For partial control, apply a 1.2- to 1.5-percent solution with hand-held equipment when at least 50 percent of the new leaves are fully developed.

Cherry: Bitter, Black, Pin / Oak, Southern Red / Sweet Gum / Prunus—For control, apply 1.5 to 3.75 quarts of this product per acre as a broadcast spray or as a 1- to 1.5-percent solution with hand-held equipment.

Coyote brush—For control, apply a 1.2- to 1.5-percent solution with hand-held equipment when at least 50 percent of the new leaves are fully developed.

Dogwood / Hickory—For partial control, apply a 1- to 2-percent solution of this product with hand-held equipment or 3 to 3.75 quarts per acre as a broadcast spray.

Eucalyptus, Bluegum—For control of eucalyptus resprouts, apply a 1.5-percent solution of this product with hand-held equipment when resprouts are 6- to 12-feet tall. Ensure complete coverage. Apply when plants are actively growing. Avoid application to drought-stressed plants.

Knotweed: Bohemian, Giant, Japanese *(Polygonum bohemicum, P. sachalinense and P. cuspidatum)*

Stem Injection. See the "**Hollow Stem Injection**" section of this label.

Cut Stem. Cut stems cleanly just below the 2nd or 3rd node above the ground. Immediately apply 0.36 fluid ounce (10 mLs) of a 50-percent solution of this product into the 'well' or remaining internode. Ensure that removed upper plant material is carefully gathered and discarded so that it will not contact soil and regenerate plants from sprouting buds. Use of a bio-barrier such as cardboard, plywood or plastic sheeting is recommended.

The combined total for all treatments must not exceed 8 quarts per acre. At 10 mL of a 50-percent solution, approximately 1500 stems per acre may be treated.

Kudzu—For control, apply 3 quarts of this product per acre as a broadcast spray or as a 1.5-percent solution with hand-held equipment. Repeat applications will be required to maintain control.

Maple, Red—For control, apply as a 0.75- to 1.2-percent solution with hand-held equipment when leaves are fully developed. For partial control, apply 1 to 3.75 quarts of this product per acre as a broadcast spray.

Maple, Sugar / Oak: Northern, Pin, Red—For control, apply as a 0.75- to 1.2-percent solution with hand-held equipment when at least 50 percent of the new leaves are fully developed.

Peppertree, Brazilian (Holly, Florida) / Waxmyrtle, Southern—For partial control, apply this product as a 1.5-percent solution with hand-held equipment.

Poison Ivy / Poison Oak—For control, apply 3 to 3.75 quarts of this product per acre as a broadcast spray or as a 1.5-percent solution with hand-held equipment. Repeat applications may be required to maintain control. Fall treatments must be applied before leaves lose green color.

Rose, Multiflora—For control, apply 1.5 quarts of this product per acre as a broadcast spray or as a 0.75-percent solution with hand-held equipment. Treatments should be made prior to leaf deterioration by leaf-feeding insects.

Sage, Black / Sagebrush, California / Chamise / Tallowtree, Chinese—For control of these species, apply a 0.75-percent solution of this product as a foliar spray with hand-held equipment. Thorough coverage of foliage is necessary for best results.

Saltbush, Sea myrtle—For control, apply this product as a 1-percent solution with hand-held equipment.

Saltcedar—For partial control, apply a 1- to 2-percent solution of this product with hand-held equipment or 3 to 3.75 quarts per acre as a broadcast spray. For control, apply a 1- to 2-percent solution of this product mixed with 0.25 percent Arsenal with hand-held equipment. For control using broadcast applications, apply 1.5 quarts of this product in a tank-mix with 1 pint of Arsenal to plants less than 6 feet tall. To control saltcedar greater than 6 feet tall using broadcast applications, apply 3 quarts of this product in a tank-mix with 2 pints of Arsenal.

Willow—For control, apply 2.3 quarts of this product per acre as a broadcast spray or as a 0.75-percent solution with hand-held equipment.

Other woody brush and trees listed in this label—For partial control, apply 1.5 to 3.75 quarts of this product per acre as a broadcast spray or as a 0.75- to 1.5-percent solution with hand-held equipment.

10.0 LIMIT OF WARRANTY AND LIABILITY

Monsanto Company warrants that this product conforms to the chemical description on the label and is reasonably fit for the purposes set forth in the Complete Directions for Use label booklet ("Directions") when used in accordance with those Directions under the conditions described therein. NO OTHER EXPRESS WARRANTY OR IMPLIED WARRANTY OF FITNESS FOR PARTICULAR PURPOSE OR MERCHANTABILITY IS MADE. This warranty is also subject to the conditions and limitations stated herein.

Buyer and all users shall promptly notify this Company of any claims whether based in contract, negligence, strict liability, other tort or otherwise.

To the fullest extent permitted by law, buyer and all users are responsible for all loss or damage from use or handling which results from conditions beyond the control of this Company, including, but not limited to, incompatibility with products other than those set forth in the Directions, application to or contact with desirable vegetation, unusual weather, weather conditions which are outside the range considered normal at the application site and for the time period when the product is applied, as well as weather conditions which are outside the application ranges set forth in the Directions, application in any manner not explicitly set forth in the Directions, moisture conditions outside the moisture range specified in the Directions, or the presence of products other than those set forth in the Directions in or on the soil, crop or treated vegetation.

This Company does not warrant any product reformulated or repackaged from this product except in accordance with this Company's stewardship requirements and with express written permission from this Company.

THE EXCLUSIVE REMEDY OF THE USER OR BUYER, AND THE LIMIT OF THE LIABILITY OF THIS COMPANY OR ANY OTHER SELLER FOR ANY AND ALL LOSSES, INJURIES OR DAMAGES RESULTING FROM THE USE OR HANDLING OF THIS PRODUCT (INCLUDING CLAIMS BASED IN CONTRACT, NEGLIGENCE, STRICT LIABILITY, OTHER TORT OR OTHERWISE) SHALL BE THE PURCHASE PRICE PAID BY THE USER OR BUYER FOR THE QUANTITY OF THIS PRODUCT INVOLVED, OR, AT THE ELECTION OF THIS COMPANY OR ANY OTHER SELLER, THE REPLACEMENT OF SUCH QUANTITY, OR, IF NOT ACQUIRED BY PURCHASE, REPLACEMENT OF SUCH QUANTITY. TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT SHALL THIS COMPANY OR ANY OTHER SELLER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES.

Upon opening and using this product, buyer and all users are deemed to have accepted the terms of this LIMIT OF WARRANTY AND LIABILITY which may not be varied by any verbal or written agreement. If terms are not acceptable, return at once unopened.

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All other trademarks are the property of their respective owners.

EPA Reg No. 524-343

Packed For:
MONSANTO COMPANY
800 N. LINDBERGH BLVD.
ST. LOUIS, MISSOURI, 63167 U.S.A.
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061709

MONSANTO

ATENCIÓN:

Esta etiqueta de muestra se entrega únicamente para información general.

- Este producto pesticida puede no estar todavía disponible o aprobado para la venta o utilización en su localidad.
- Usted tiene la responsabilidad de cumplir todas las leyes federales, estatales y locales, así como todas las reglamentaciones relativas a la utilización de pesticidas.
- Antes de utilizar un pesticida, asegúrese de que esté aprobado en su estado o localidad.
- Su estado o localidad puede exigir precauciones adicionales e instrucciones para la utilización de este producto que no están incluidas aquí.
- Monsanto no garantiza el lo completo ni la certeza de esta etiqueta de la espécimen. La información encontró en esta etiqueta puede diferir de la información encontró en la etiqueta del producto. Usted debe tener consigo la etiqueta aprobada por la agencia EPA cuando utilice el producto y debe leer y respetar todas las instrucciones en la etiqueta.
- No debe basarse sobre las precauciones, las instrucciones de utilización y cualquier otra información en esta etiqueta para utilizar algún otro producto similar.
- Siempre siga las precauciones y las instrucciones para el uso en la etiqueta del pesticida que usted utiliza.

AQUAMASTER®

Herbicida de Monsanto

Instrucciones de uso en medios acuáticos y otros sitios no dedicados a cultivos.

EVITE EL CONTACTO DEL HERBICIDA CON EL FOLLAJE, TALLOS, RAICES NO LEÑOSAS EXPUESTAS O FRUTOS EXPUESTOS DE LAS COSECHAS, PLANTAS Y ARBOLES DESEABLES, EN CASO CONTRARIO ES PROBABLE QUE SUFRAN GRAVES DAÑOS O SEAN DESTRUIDOS TOTALMENTE.

EPA Reg. No. 524-343 2009-2

GRUPO	9	HERBICIDA

Antes de usar este producto, lea la etiqueta en su totalidad.

Uselo solamente de acuerdo con las instrucciones de la etiqueta.

No todos los productos enumerados en esta etiqueta han sido registrados para su uso en California. Verifique el estado de registro de cada producto en California antes de utilizarlo.

Antes de comprar o usar el producto, lea "LIMITES EN LA GARANTIA Y EN LA RESPONSABILIDAD" en la última sección de la etiqueta. Si las condiciones son inaceptables para usted, devuelva el producto inmediatamente sin abrir el recipiente.

ESTE ES UN PRODUCTO PARA USARSE TAL Y COMO ESTA PREPARADO. MONSANTO NO LO HA DISEÑADO NI LO HA REGISTRADO PARA QUE SEA REFORMULADO O LA VOLVER A EMPAQUETAR. VEA LA ETIQUETA DEL ENVASE INDIVIDUAL PARA ENTERARSE DE LAS LIMITACIONES DE REEMPAQUE.

INFORMACIÓN DE PRODUCTO

1.0 INGREDIENTES

INGREDIENTE ACTIVO:	
*Glifosato, N-(fosfonometil)glicina, en forma de su sal de isopropilamina	53.8%
OTROS INGREDIENTES:	46.2%
	100.0%

*Contiene 648 gramos por litro o 5.4 libras por galón americano del ingrediente activo glifosato, en forma de su sal de isopropilamina. Equivalente a 480 gramos por litro o 4.0 libras por galón americano del ácido, glifosato.

No se han otorgado licencias bajo ninguna patente que no sea de los Estados Unidos.

2.0 TELEFONOS IMPORTANTES

PARA INFORMACION SOBRE EL PRODUCTO O AYUDA PARA UTILIZAR ESTE PRODUCTO, LLAME GRATIS AL 1-800-332-3111.

EN CASO DE QUE SE PRESENTE UNA EMERGENCIA RELACIONADA CON ESTE PRODUCTO, O PARA OBTENER AYUDA MEDICA, LLAME POR COBRAR A CUALQUIER HORA DEL DIA O DE LA NOCHE, AL TELEFONO. (314) 694-4000.

3.0 ADVERTENCIAS

3.1 Riesgos para seres humanos y animales domésticos

Manténgase fuera del alcance de los niños.

¡PRECAUCIÓN!

Quítese la ropa contaminada y lávela antes de volver a usarla.

Después de manipular este producto, lávese bien con agua y jabón.

3.2 Riesgos al medio ambiente

No contamine el agua cuando lave los equipos ni cuando elimine las aguas de lavado de los mismos. El tratamiento de malezas acuáticas podría provocar el agotamiento del oxígeno debido a su consumo durante la descomposición de las plantas muertas. Esta pérdida del oxígeno podría provocar, a su vez, la asfixia de los peces.

En caso de DERRAME o FUGA de este producto, recójalo con materiales absorbentes y envíe los residuos a un vertedero.

3.3 Riesgos de orden físico o químico

Para mezclar, almacenar y aplicar la solución de este producto, se deben usar solamente recipientes de acero inoxidable, aluminio, fibra de vidrio, plástico o recipientes de acero recubiertos internamente con plástico.

NO MEZCLE, ALMACENE O APLIQUE ESTE PRODUCTO O SUS SOLUCIONES PARA ROCIAR EN RECIPIENTES O TANQUES ROCIADORES DE ACERO GALVANIZADO O DE ACERO NO RECUBIERTO (EXCEPTO SI ES ACERO INOXIDABLE). Este producto o la solución para rociar reaccionan con el material de dichos recipientes y tanques, lo cual produce hidrógeno, que puede formar una mezcla de gases altamente combustibles. Si esta mezcla de gases entra en contacto con llamas, chispas, el soplete de un soldador, un cigarrillo encendido o cualquier otra fuente de encendido, puede inflamarse o explotar y causar heridas graves a personas.

INSTRUCCIONES PARA EL USO

El uso de este producto de cualquier manera que sea inconsistente con las instrucciones dadas en la etiqueta es una violación de las leyes federales. Este producto sólo puede utilizarse de acuerdo a las indicaciones sobre el modo de empleo que figuran en esta etiqueta o en la etiqueta adicional de Monsanto impresa por separado. Las etiquetas complementarias pueden encontrarse en las páginas web www.cdms.net o www.greenbook net o bien, solicítelas al vendedor minorista autorizado de Monsanto o al representante de la Compañía Monsanto. Para verificar requisitos específicos de su tribu o estado, consulte con la agencia responsable de la regulación del uso de pesticidas.

4.0 ALMACENAMIENTO Y DESECHO

Son fundamentales el almacenamiento y la eliminación adecuados de los pesticidas para evitar la exposición de las personas y el medio ambiente como consecuencia de pérdidas y derrames del producto, excedentes o desechos y actos de vandalismo. No permita que este producto contamine el agua, los alimentos de las personas y animales o las semillas por medio del almacenamiento y la eliminación.

ALMACENAMIENTO DE PESTICIDAS: ALMACENE POR ENCIMA DE 5°F (-15°C) PARA EVITAR QUE EL PRODUCTO SE CRISTALICE. Los cristales se depositarán en el fondo. Si se permite la cristalización, coloque en un ambiente cálido a 68°F (20°C) durante varios días para que vuelva a disolverse y haga rodar el recipiente de agitación o recicle en recipientes de granel mínimo para mezclar bien antes de usar. Guarde los pesticidas lejos de los alimentos para personas, los alimentos para mascotas, los alimentos para animales, las semillas, los fertilizantes y los materiales de uso veterinario. Mantenga el envase bien cerrado para evitar derramamientos y contaminación.

ENVASE DE PESTICIDA: Para evitar desechos, use todo el material contenido es este envase, incluyendo los residuos del enjuague, aplicándolo según las indicaciones de la etiqueta. Si no es posible evitar los desechos, ofrezca el producto restante a una planta de eliminación de desechos o a un programa de eliminación de pesticidas. Estos programas suelen ser manejados por gobiernos estatales o locales o por la industria. Todos los desechos deben seguir los procedimientos federales, estatales y locales aplicables.

MANIPULACIÓN Y ELIMINACIÓN DEL ENVASE: Vea en la etiqueta del envase las instrucciones de manipulación y eliminación, así como las limitaciones de recarga.

5.0 INFORMACION GENERAL
(Cómo funciona este producto)

Descripción del producto: Este producto es un herbicida sistémico de aplicación post-emergencia foliar, sin actividad residual en el suelo. Controla un amplio espectro de malezas anuales, malezas perennes, matorrales leñosos y árboles. Está formulado como un líquido soluble en agua y puede aplicarse utilizando equipos convencionales después de su dilución y mezclado con agua o con otros medios de transporte según las instrucciones de la etiqueta.

Aparición de los síntomas: Este producto se mueve dentro de la planta desde el punto de aplicación sobre el follaje hasta las raíces. Los efectos visibles incluyen que la planta se marchite y se vuelva amarilla de forma gradual, hasta que su parte exterior se torne completamente color café; mientras tanto, las partes de la planta que están bajo tierra se deterioran completamente. Los efectos visibles en la mayoría de las malezas anuales se pueden apreciar entre los 2 y los 4 días después de la aplicación, pero en la mayoría de las malezas perennes es posible que no se observen hasta después de 7 días o más. El frío extremo o el cielo muy nublado después de la aplicación pueden retardar la actividad del producto y hacer que el efecto visual se demore.

Etapa de malezas: Las malezas anuales son más fáciles de controlar cuando son pequeñas. Para lograr el mejor control de la mayoría de las malezas perennes, el tratamiento debe realizarse en las últimas etapas de crecimiento, cerca de su etapa de madurez. Refiérase a las secciones "**MALEZAS CONTROLADAS**" para ver instrucciones específicas para cada tipo de maleza. Aplique siempre la mayor cantidad de producto dentro del rango indicado cuando las malezas son muy densas o cuando crecen en áreas no tocadas (no cultivadas). Puede haber una disminución de los resultados cuando se traten malezas afectadas por enfermedades o dañadas por los insectos, malezas cubiertas con mucho polvo o malezas en malas condiciones de crecimiento.

Prácticas culturales: Se podrá observar una reducción en el efecto si se aplica el producto a malezas anuales o perennes que hayan sido segadas, que hayan servido de alimento para animales o hayan sido cortadas, y que no hubiesen crecido nuevamente hasta el nivel recomendado para el tratamiento.

Resistencia a la lluvia: La lluvia torrencial poco después de la aplicación lavará el producto del follaje y se requerirá una nueva aplicación para obtener un control adecuado.

Modo de acción en las plantas: El ingrediente activo de este producto inhibe la producción de una enzima en las plantas y microorganismos que es esencial para la formación de aminoácidos específicos.

No actividad en el suelo: Las malezas deben haber emergido en el momento de la aplicación para poder ser controladas por este producto. Las malezas que germinen de semillas después de la aplicación no serán controladas. Las plantas no emergidas con rizomas o raíces subterráneas de malezas perennes no conectadas no se verán afectadas por el herbicida y continuarán creciendo.

Cantidades de aplicación máximas: Las cantidades de aplicación o uso máximas especificadas en esta etiqueta están expresadas en unidades de volumen (onzas fluidas o cuartos de galón) de este producto por acre. No obstante, las dosis máximas de aplicación permitidas corresponden al uso de este producto en combinación con otros herbicidas que contienen glifosato como principio activo, tanto si son aplicados como mezclas de tanque o por separado, en función de las libras totales de glifosato (libras de ácido equivalente) por acre. Si se aplica más de un producto que contiene glifosato al mismo sitio dentro del mismo año, debe asegurarse de que el uso total de glifosato (libras de ácido equivalente) no exceda el máximo permitido. El total combinado de todos los tratamientos no debe exceder 8 cuartos de galón de este producto (8 libras de ácido glifosato) por acre por año. Vea en la sección "**INGREDIENTES**" de esta etiqueta información importante sobre el producto.

ATENCION

EVITE EL CONTACTO DEL HERBICIDA CON EL FOLLAJE, TALLOS, RAICES NO LEÑOSAS EXPUESTAS O FRUTOS EXPUESTOS DE LAS COSECHAS, PLANTAS Y ARBOLES DESEABLES. EN CASO CONTRARIO ES PROBABLE QUE SUFRAN GRAVES DAÑOS O SEAN DESTRUIDOS TOTALMENTE.

EVITE EL ACARREO. CUANDO EL PRODUCTO SE APLIQUE, SE DEBE TENER MUCHO CUIDADO PARA PREVENIR EL DAÑO A PLANTAS Y CULTIVOS DESEABLES.

No permita que la solución del herbicida se nebulice, gotee, sea acarreada o salpique sobre la vegetación deseable. Una cantidad pequeña puede ser suficiente para causar daños graves o destruir las cosechas, plantas u otras áreas que no se desea tratar. La probabilidad de que ocurran daños por el uso de este producto aumenta cuando hay muchas ráfagas de viento, a medida que aumenta la velocidad del viento, cuando la velocidad del viento cambia constantemente o cuando existen otras condiciones meteorológicas que favorecen la dispersión del rociado. Cuando se esté aplicando el producto con un rociador, evite la combinación de presiones y tipos de boquilla que puedan dar como resultado salpicaduras o partículas finas (niebla), que tienen muchas probabilidades de que el producto sea acarreado. EVITE LA APLICACION A ALTA VELOCIDAD O PRESION EXCESIVAS.

NOTA: El uso de este producto de cualquier manera contraria a las indicaciones contenidas en este libreto, puede resultar en lesiones a personas, animales o cosechas o pueden ocurrir otras consecuencias no deseadas.

5.1 Gestión de resistencia de malezas

GRUPO	9	HERBICIDA

El glifosato, el principio activo de este producto, es un herbicida del grupo 9 según el sistema de clasificación de efecto de la Weed Science Society of America. Todas las poblaciones de malezas pueden contener plantas naturalmente resistentes a los herbicidas del grupo 9. Las especies de malezas resistentes a los herbicidas del grupo 9 pueden tratarse con buenos resultados utilizando herbicidas de otro grupo o adoptando otras prácticas culturales o mecánicas.

Para reducir al mínimo la incidencia de biotipos resistentes al glifosato, respete las siguientes recomendaciones generales con respecto a la gestión de malezas:

- Haga un reconocimiento del sitio de la aplicación antes y después de haber aplicado herbicidas.
- Comience a controlar las malezas cuanto antes, cuando sean todavía relativamente pequeñas.
- Donde sea apropiado, incorpore otros herbicidas y prácticas culturales o mecánicas como parte del sistema de control de malezas.
- Utilice la cantidad indicada en la etiqueta para las malezas más difíciles de controlar en el sitio. Evite las mezclas de tanque con otros herbicidas que reducen la eficacia de este producto (por antagonismo) o las recomendaciones de mezclas de tanque que alientan la utilización de cantidades de este producto inferiores a las recomendaciones de la etiqueta.
- Controle las malezas omitidas e impida que echen semilla.
- Limpie los equipos antes de trasladarse de un sitio a otro para reducir al mínimo la propagación de semillas de malezas.
- Utilice semillas comerciales nuevas con la menor cantidad posible de semillas de malezas.
- Informe todo incidente por falta de rendimiento reiterado de este producto en una maleza determinada al representante de Monsanto, vendedor minorista de su localidad o agente de extensión del condado.

5.2 Recomendciones de gestión para biotipos resistentes al glifosato

NOTA: Es fundamental realizar una prueba apropiada para determinar si la maleza es resistente al glifosato. Comuníquese con su representante de Monsanto para determinar si se ha confirmado la resistencia a algún biotipo de maleza determinada en su región. Las recomendaciones de control para biotipos que se confirmaron como resistentes al glifosato se dan a conocer con la publicación por separado de etiquetas o Fichas Técnicas complementarias para ese producto, y puede solicitarlas al vendedor minorista o a su representante de Monsanto.

Debido a que no es posible determinar la existencia de nuevas malezas resistentes al glifosato hasta que se haya utilizado el producto y se cuente con la confirmación científica correspondiente, Monsanto Compañía no será responsable de ninguna pérdida que pudiera tener lugar en el caso de que este producto no lograra controlar de forma eficaz los biotipos de malezas resistentes al glifosato.

Siga las prácticas correctas de gestión de malezas para reducir la propagación de biotipos resistentes al glifosato confirmados:

- Si en su zona existe naturalmente un biotipo resistente, para lograr su control puede mezclar este producto en un tanque o aplicarlo secuencialmente con un herbicida debidamente etiquetado con efecto diferente.
- También se pueden utilizar prácticas de control culturales y mecánicas según corresponda.
- Haga un reconocimiento de los lugares tratados después de las aplicaciones de herbicida y controle las omisiones de biotipos resistentes antes de que echen semilla.
- Limpie minuciosamente los equipos antes de abandonar los lugares que se sabe que contienen biotipos resistentes.

6.0 MEZCLA

Limpie inmediatamente con abundante cantidad de agua las piezas del rociador después de utilizar este producto.

NOTA: PUEDE HABER UNA DISMINUCIÓN DE LOS RESULTADOS SI SE UTILIZA AGUA QUE CONTIENE TIERRA, COMO AGUA VISIBLEMENTE ENLODADA O AGUA DE ESTANQUES Y ZANJAS NO TRANSPARENTE.

6.1 Mezcla con agua

Este producto se mezcla fácilmente con agua. Mezcle las soluciones de rociado de este producto de la siguiente manera. Inicialmente, llene el tanque de mezclado o rociado con agua limpia. Agregue la cantidad etiquetadas de este producto hacia el final del proceso de llenado y mezcle con cuidado. La solución de rociado puede formar espuma durante la mezcla. Para prevenir o reducir al mínimo la formación de espuma, mezcle con cuidado,

tapone las derivaciones y mangueras de retorno en el fondo del tanque y, si es necesario, utilice un agente aprobado para evitar la formación de espuma o eliminarla.

6.2 Mezclas de tanque

Cuando este producto se mezcla en un tanque con otros productos, consulte las etiquetas de los productos mezclados para ver los sitios no cultivados y las dosis de aplicación aprobados. Lea y siga con cuidado las declaraciones preventivas y toda la demás información incluida en las etiquetas de los herbicidas utilizados. Utilizar conforme a las declaraciones preventivas más restrictivas correspondientes a cada producto de la mezcla. Para la mezcla en tanque, puede utilizarse cualquier cantidad de este producto que se encuentre dentro del rango indicado en la etiqueta.

Cuando esta etiqueta indique una mezcla de tanque con un ingrediente activo genérico como diurón, 2,4-D o dicamba, el usuario será responsable de asegurarse de que la etiqueta del producto de mezcla permita la aplicación específica.

El comprador y todos los usuarios serán responsables de cualquier pérdida o daño que pudiera ocurrir como consecuencia del uso o manipulación de mezclas de este producto con herbicidas u otros materiales que no estén expresamente incluidos en esta etiqueta. La mezcla de este producto con herbicidas u otros materiales no especificados en esta etiqueta puede dar como resultado una reducción en su rendimiento.

6.3 Procedimiento para mezclas de tanque

Cuando realice la mezcla en un tanque, lea y siga cuidadosamente las indicaciones, declaraciones preventivas y toda la demás información incluida en las etiquetas de los productos utilizados. Agregue el producto de la mezcla al tanque según las indicaciones de la etiqueta. Agite continuamente y agregue la cantidad recomendada de este producto.

Agite continuamente hasta usar totalmente el contenido del tanque. Si se deja que la mezcla para rociar se asiente, agite bien para que la mezcla vuelva a estar en suspensión antes de continuar con el rociado.

A fin de minimizar la formación de espuma, mantenga las tuberías de retorno lo más cerca del fondo del tanque. El tamaño del cernidor en la boquilla o de los cernidores en las tuberías no debe ser menor al número 50.

Siempre determine previamente la compatibilidad de la mezcla de este producto, que viene en tanque rotulado, con agua como vehículo, mezclando cantidades pequeñas proporcionales con anticipación. Asegúrese de que la mezcla en tanque específica esté registrada para su aplicación en el área deseada.

Vea la sección "**Mezclas de tanque**" para las precauciones adicionales.

6.4 Mezcla de soluciones en porcentaje

Prepare la cantidad deseada de la solución para rociar, mezclando las proporciones de este producto con agua, según se muestra en la siguiente tabla:

Solución para rociar

Volumen Deseado	Cantidad de herbicida AquaMaster					
	0.5%	0.75%	1%	1.5%	4%	8%
1 gal	2/3 oz	1 oz	1.3 oz	2 oz	5 oz	10 oz
25 gal	1 pt	1.5 pt	1 qt	1.5 qt	4 qt	2 gal
100 gal	2 qt	3 qt	1 gal	1.5 gal	4 gal	8 gal

2 cucharadas = 1 onza fluida

Cuando se usen rociadores tipo mochila, o para bombeo, se recomienda que este producto se mezcle con agua en un recipiente grande. Llene el rociador con la solución ya lista.

6.5 Surfactante

Este producto requiere el uso de un surfactante no iónico a menos que se indique lo contrario. Cuando utilice este producto, a menos que se especifique lo contrario, mezcle 2 o más cuartos de galón de surfactante no iónico por cada 100 galones de solución para rociar. Si se aumenta la proporción de surfactante, es posible mejorar el rendimiento. Puede emplearse una mayor proporción de surfactante, por ejemplo, en matorrales leñosos, árboles y enredaderas difíciles de controlar, volúmenes de agua elevados, condiciones ambientales adversas, malezas difíciles de controlar, malezas bajo tensión, surfactantes con menos del 70 por ciento de ingrediente activo, mezclas de tanque, etc. Estos surfactantes no deben usarse a razón de más de 1 cuarto de galón por acre al realizar aplicaciones al voleo. Lea y siga siempre las indicaciones de la etiqueta del fabricante del surfactante para obtener los mejores resultados. Siga cuidadosamente todas las declaraciones preventivas y demás información que aparece en la etiqueta del surfactante.

6.6 Colorantes o tinturas

A este producto se le pueden agregar colorantes o tinturas para marcar, que sean aprobados para uso agrícola. Los colorantes o tinturas utilizados en las soluciones de rocío de este producto pueden reducir su rendimiento, especialmente a bajas concentraciones del producto o a bajas diluciones. Para usar los colorantes y tinturas siga las instrucciones del fabricante.

6.7 Aditivos de reducción de deriva

Se pueden utilizar aditivos para el control de la deriva en todos los tipos de equipo, a excepción de aplicadores por frotación y barras de esponja. Cuando se use un aditivo para el control de la deriva, lea y cumpla cuidadosamente con las declaraciones preventivas y toda la información adicional que aparezca en la etiqueta del aditivo. El uso de aditivos para el control de la deriva puede afectar la cobertura del rocío, lo que puede dar como resultado una reducción en el rendimiento.

7.0 EQUIPOS Y TÉCNICAS PARA LA APLICACIÓN

No use ningún sistema de irrigación para aplicar este producto.

APLIQUE ESTAS SOLUCIONES PARA ROCIAR UTILIZANDO EQUIPOS DEBIDAMENTE MANTENIDOS Y CALIBRADOS QUE SEAN CAPACES DE ROCIAR EL VOLUMEN DESEADO.

MANEJO DE LA DERIVA POR ROCIADO

EVITE LA DERIVA. DEBE USARSE EXTREMO CUIDADO EN LA APLICACIÓN DE ESTE PRODUCTO PARA EVITAR DAÑOS A PLANTAS Y CULTIVOS DESEADOS.

No permita que la solución del herbicida empañe, gotee, se derive o salpique sobre la vegetación deseada, ya que minúsculas cantidades de este producto pueden causar daños graves o destrucción del cultivo, plantas u otras áreas que no se pretendía tratar.

Es la responsabilidad del aplicador evitar la deriva por rociado en el lugar de aplicación. La interacción de varios factores relacionados con el clima y el equipo determina la posibilidad de deriva por rociado. El aplicador y el cultivador son responsables de considerar todos estos factores al tomar decisiones.

7.1 Equipo aéreo

NO APLIQUE ESTE PRODUCTO CON EQUIPOS AEREOS EXCEPTO BAJO LAS CONDICIONES QUE SE ESPECIFICAN EN ESTE LIBRETO.

PARA LA APLICACION AEREA EN CALIFORNIA, CONSULTE EL SUPLEMENTO FEDERAL PARA APLICACIONES AEREAS EN DICHO ESTADO, PARA CONOCER LAS INSTRUCCIONES, LIMITACIONES Y REQUISITOS ESPECIFICOS.

Este producto, cuando se lo mezcla en un tanque con dicamba, no se puede aplicar por pulverización aérea en California. En California sólo pueden aplicarse por pulverización aérea las fórmulas de 2,4-D amina.

PARA EVITAR DAÑAR LA VEGETACIÓN DESEADA, SE DEBEN MANTENER ZONAS TAMPÓN ADECUADAS.

Evite la aplicación directa sobre agua.

Use las proporciones etiquetados de este producto con 3 a 25 galones de agua por acre.

Asegúrese de que la aplicación sea uniforme. A fin de evitar que queden áreas sin tratar, que la aplicación no sea uniforme o que las aplicaciones se traslapen, se deben usar marcadores adecuados.

MANEJO DE LA DERIVA POR ROCIADO AÉREO

Deben cumplirse los siguientes requisitos de control de deriva para evitar la deriva fuera del objetivo en las aplicaciones aéreas del producto a campos de cultivo. Estos requisitos no se aplican a usos de salud pública.

1. La distancia del pulverizador más externo en la barra distribuidora no debe exceder 3/4 del largo de la envergadura o rotor.
2. Los pulverizadores deben siempre apuntar hacia atrás, paralelos a la corriente de aire, nunca hacia abajo más de 45 grados. En los estados con reglamentos más estrictos.

Importancia del tamaño de la gotita

La forma más eficaz de reducir la posibilidad de deriva es la aplicación de gotitas grandes. La mejor estrategia de manejo de la deriva es la aplicación de las gotitas más grandes que provean suficiente cobertura y control. La aplicación de gotitas más grandes reduce la posibilidad de deriva, pero no la evitará si las aplicaciones se realizan inadecuadamente o bajo condiciones ambientales desfavorables (vea las secciones de "**Viento**", "**Temperatura y Humedad**", e "**Inversiones de temperatura**" en esta etiqueta).

Control del tamaño de la gotita

- **Volumen:** Use pulverizadores de velocidad de flujo alta para aplicar el mayor volumen de rociado práctico. Los pulverizadores con mayores velocidades de flujo producen gotitas más grandes.
- **Presión:** Use las presiones de rociado más bajas recomendadas para el pulverizador. La presión más alta reduce el tamaño de la gotita y no mejora la penetración del todo. Cuando sean necesarias velocidades de flujo mayores, use pulverizadores con velocidad de flujo mayor en lugar de aumentar la presión.
- **Número de pulverizadores:** Use el número mínimo de pulverizadores que provean cobertura uniforme.
- **Orientación del pulverizador:** Oriente los pulverizadores de modo que el rocío sea liberado hacia atrás, paralelo a la corriente de aire, produzca gotitas más grandes que en otras orientaciones. Una deflexión significativa de la horizontal reducirá el tamaño de la gotita y aumentará la posibilidad de deriva.
- **Tipo de pulverizador:** Use un tipo de pulverizador que esté diseñado para la aplicación prevista. Con la mayoría de los tipos de pulverizadores, los ángulos de rociado más angostos producen gotitas más grandes. Considere el uso de pulverizadores de deriva

baja. Los pulverizadores de flujo sólido orientados hacia atrás producen gotitas más grandes que otros tipos de pulverizador.

- **Largo de la barra distribuidora:** Para algunos tipos de uso, la reducción del largo efectivo de la barra distribuidora a menos de 3/4 de la envergadura o el largo del rotor puede reducir más la deriva sin reducir el ancho de la hilera (pasada).
- **Altura de la aplicación:** Las aplicaciones no deben realizarse a una altura mayor que 10 pies por encima de la copa de las plantas más grandes, a menos que se requiera mayor altura por razones de seguridad del aeroplano. La realización de las aplicaciones a la menor altura que sea segura reduce la exposición de las gotitas a la evaporación y el viento.

Ajuste de la hilera (pasada)

Cuando las aplicaciones se lleven a cabo con viento lateral, la banda de aspersión se desplazará a favor del viento. Por ello, en los extremos con o contra el viento del campo, el aplicador debe compensar este desplazamiento ajustando la trayectoria del aeroplano contraria al viento. La distancia de ajuste de la hilera debe aumentar, cuando aumenta la posibilidad de deriva (mayor viento, gotitas más pequeñas, etc.).

Viento

La posibilidad de deriva es menor con velocidades del viento entre 2 y 10 mph. Sin embargo, muchos factores, incluyendo el tamaño de las gotitas y el tipo de equipo determinan la posibilidad de deriva a una velocidad determinada. Debe evitarse la aplicación menos de 2 mph debido a la dirección variable del viento y la posibilidad alta de inversión. **NOTA:** El terreno local puede influir en los patrones de viento. Cada aplicador debe conocer los patrones (vientos) locales y cómo éstos afectan la deriva.

Temperatura y humedad

Cuando se realizan aplicaciones con humedad relativa baja, fije el equipo para que produzca gotitas más grandes para compensar por la evaporación. La evaporación de gotitas es más grave cuando las condiciones son calurosas y secas.

Inversiones de temperatura

No deben realizarse aplicaciones durante una inversión de temperatura debido a que es alta la posibilidad de deriva. Las inversiones de temperatura restringen la mezcla de aire vertical, lo que causa que pequeñas gotitas suspendidas permanezcan en una nube concentrada.Esta nube puede moverse en direcciones no predecibles debido a los vientos variables leves que son comunes durante las inversiones. Las inversiones de temperatura están caracterizadas por temperaturas en aumento con altitud y son comunes en las noches con cobertura de nubes limitada y poco o ningún viento. Comienzan a formarse cuando se mete el sol y a menudo continúan en la mañana. Su presencia puede indicarse por neblina en el suelo; sin embargo, si la neblina no está presente, las inversiones también pueden identificarse por el movimiento del humo desde una fuente del suelo o por el generador de humo de un aeroplano. El humo en capas que se mueve lateralmente en una nube concentrada (bajo condiciones de poco viento) indica una inversión, mientras que el humo que se mueve hacia arriba y se disipa rápidamente indica buena mezcla de aire vertical.

Áreas sensibles

Este producto sólo se debe aplicar cuando la posibilidad de deriva hacia zonas adyacentes susceptibles (como por ejemplo, áreas residenciales, masas de agua, hábitat conocido de especies amenazadas o en peligro de extinción, cultivos que no sean el objetivo) sea mínima, (es decir, cuando el viento sople lejos de las áreas susceptibles).

Mantenimiento de aeronaves

EL CONTACTO PROLONGADO DE ESTE PRODUCTO CON PARTES DE ACERO QUE NO ESTA RECUBIERTO CON ALGUN TIPO DE PROTECCION, PUEDE DAR COMO RESULTADO LA CORROSION Y POSIBLEMENTE QUE LAS PARTES FALLEN. Es posible prevenir la corrosión recubriendo las partes con pintura orgánica, que cumpla con las especificaciones aeroespaciales MIL-C-38413. Al final de cada día de trabajo, para evitar la corrosión de las partes expuestas, lave muy bien el avión a fin de remover los residuos de este producto que se acumulan durante el rociado o por derramamientos. Las partes del tren de aterrizaje son extremadamente susceptibles.

7.2 Equipo de aplicación terrestre

Para aplicaciones al voleo por tierra, a menos que se especifique lo contrario en esta etiqueta o en otras etiquetas o Fichas Técnicas publicadas por Monsanto, utilice este producto a razón de 1.5 a 3 pintas por acre en el caso de malezas anuales, 3 a 7.5 pintas por acre en el caso de malezas perennes y 3 a 7.5 pintas por acre en el caso de matorrales leñosos y árboles. El uso de acuerdo con las indicaciones incluidas en la etiqueta del producto permitirá lograr el control total o parcial de las malezas herbáceas, los matorrales leñosos y los árboles enumerados en la sección "**MALEZAS CONTROLADAS**" de esta etiqueta.

Use las proporciones recomendadas de este producto con 3 a 40 galones de agua por acre para rociar de manera diseminada, a menos que se indique de otra manera en esta etiqueta. A medida que la densidad de las malezas aumenta, el volumen de rocío se debe aumentar también para conseguir una cobertura completa, pero siempre dentro de los límites recomendados. A fin de evitar un rocío muy fino, seleccione la boquilla cuidadosamente. Para obtener mejores resultados con equipo a nivel del terreno, use boquillas tipo abanico plano. Verifique el patrón de rocío para la distribución uniforme de las gotitas.

7.3 Equipo de mano

Aplique el producto al follaje de la vegetación que se desea controlar. En aplicaciones de rociado para mojar, la cobertura del follaje debe ser completa y uniforme. No rocíe hasta el punto en que el producto gotee de la vegetación. Use ro-ciadores gruesos solamente.

Para el control de las malezas enumeradas en la sección "**Malezas anuales**" de "**MALEZAS CONTROLADAS**", aplique una solución al 0.5 por ciento de este producto a malezas de menos de 6 pulgadas de altura o de longitud de zarcillo. Para malezas anuales de más de 6 pulgadas de altura, o a menos que se especifique lo contrario, utilice una solución al 1 por ciento. Aplique antes de que se formen las cabezas de semillas en el césped o los brotes en las malezas de hojas anchas.

Para obtener resultados óptimos, utilice una solución al 1.5 por ciento en las malezas perennes más difíciles de controlar, enredaderas leñosas, matorrales y árboles. Realice aplicaciones a las malezas perennes después de la aparición de cabezas de semillas en el césped o la formación de brotes en malezas de hojas anchas, matorrales leñosos y árboles para obtener resultados óptimos.

En el caso de aplicaciones de rociado directo de bajo volumen, utilice una solución de este producto al 4 a 8 por ciento para el control total o parcial de maleza anual, maleza perenne, arbustos leñosos o árboles. La cobertura de rociado debe ser uniforme y debe tener contacto con un 50 a 75 por ciento del follaje, como mínimo. Para obtener los mejores resultados es importante cubrir la mitad superior de la planta. Si emplea una boquilla de chorro recto, comience la aplicación del producto en la parte superior de la vegetación rocíe de arriba hacia abajo con movimientos laterales de barrido. Al utilizar boquillas con salida en forma de abanico o cono, o al usar nebulizadores de control manual, nebulice el producto al follaje de la vegetación. Para asegurar una cobertura adecuada, rocíe ambos lados de los árboles y los arbustos leñosos grandes o altos, si el follaje es denso o si hay varios retoños. Para obtener los mejores resultados, aplique el producto a los árboles y arbustos leñosos en crecimiento después de la expansión completa de las hojas y antes de que éstas tenga color otoñal y se caigan.

A menos que se especifique de otro modo, use las dosis recomendadas que se indican en el cuadro siguiente de "**Dosis de Aplicación**" para distintos métodos de aplicación foliar utilizando equipo de gran volumen, tipo mochila, y tipos similares de equipo manual. Cuando se usa de acuerdo a las instrucciones de la etiqueta, este producto proporciona el control total o parcial de las malezas herbáceas, los matorrales leñosos y los árboles que se indican en la sección "**MALEZAS CONTROLADAS**" de esta etiqueta.

Dosis de Aplicación

APLICACIÓN	AQUAMASTER HERBICIDA	VOLUMEN DE PULVERIZACIÓN GALONES POR ACRE
PULVERIZACIÓN PARA MOJAR		
Pistola manual o tipo mochila	0.5 to 1.5% en peso	pulverización para mojar*
PULVERIZACIÓN DIRIGIDA DE BAJO VOLUMEN		
Tipo mochila	4 a 8% en peso	15 a 25**
Alto volumen modificado	1.5 to 3% en peso	40 a 60**

*En el caso de efectuar aplicaciones de pulverización para mojar, la cobertura debe ser uniforme y total. No pulverice hasta el punto de escurrimiento.

**En el caso de efectuar aplicaciones de pulverización para mojar, la cobertura debe ser uniforme y total. No pulverice hasta el punto de escurrimiento.

7.4 Equipo especializado

Este producto puede aplicarse mediante aplicadores con pantalla, rociadores con campana, aplicadores por frotación o barras de esponja, después de diluirse y mezclarse bien con agua, a la maleza especificada en esta etiqueta que crezca en sitios acuáticos o zonas que no sean de cultivo.

EVITE EL CONTACTO DEL HERBICIDA CON LA VEGETACION DESEABLE YA QUE ES PROBABLE QUE SUFRA GRAVES DAÑOS O SEA DESTRUIDA TOTALMENTE.

Los aplicadores utilizados por encima de la vegetación deseable deben ser calibrados de tal manera que el rociado o el punto de contacto más bajo esté por lo menos a 2 pulgadas arriba de la vegetación deseable. Gotas, niebla, espuma o salpicaduras del herbicida en contacto con la vegetación deseable pueden causar con mucha probabilidad descoloración, atrofia o destrucción.

Se obtienen mejores resultados cuando una mayor cantidad de la maleza entra en contacto con el herbicida. Las malezas que no entran en contacto con la solución herbicida no serán afectadas. Esto puede ocurrir en lugares donde las malezas están muy concentradas, cuando la infestación es grave o donde la altura de las malezas es variada, lo que no permite que todas sean tocadas por el herbicida. En estos casos puede hacerse necesario repetir el tratamiento.

Aplicadores con pantalla y con capucha

Los rociadores con pantalla o con capucha aplican la solución del herbicida directamente sobre las malezas, al mismo tiempo que protegen la vegetación deseable, para que no sea tocada por el herbicida. Use boquillas que aseguren un recubrimiento uniforme en toda el área tratada. En los rociadores con pantalla, mantenga las pantallas debidamente colocadas a fin de proteger la vegetación que no se desee destruir. SE DEBE TENER MUCHO CUIDADO PARA EVITAR EL CONTACTO DEL HERBICIDA CON LA VEGETACION DESEABLE.

Aplicadores por frotación y barras de esponja

Los aplicadores por frotación son dispositivos que aplican cantidades adecuadas de este producto directamente sobre la maleza.

El equipo debe ser diseñado, mantenido y operado de manera que la solución del herbicida no haga contacto con la vegetación deseable. Opere este equipo a velocidades inferiores a las 5 millas por hora. En áreas donde la infestación es grave, se puede mejorar la eficacia reduciendo la velocidad, así se asegura que el frotador esté siempre adecuadamente saturado con la solución del herbicida. Se obtienen mejores resultados si se aplica dos veces en direcciones opuestas.

Evite fugas o goteos sobre la vegetación deseable. Ajuste la altura de los aplicadores a fin de asegurar un contacto adecuado con las malezas. Mantenga limpias las superficies de frotación. Tenga presente que en terrenos inclinados, el herbicida puede migrar causando goteos en la parte baja y el secado de las mechas en la parte superior del aplicador por frotación.

No use aplicadores por frotación cuando las malezas estén mojadas.

Mezcle solamente la cantidad de solución que se usará durante el período de un día, debido a que el uso de sobras de días anteriores puede dar como resultado un efecto menos eficiente. Inmediatamente después de usar este producto, lave bien el aplicador usando bastante agua.

En todas las aplicaciones con enjugador se recomienda utilizar un surfactante no iónico en proporción del 10 por ciento por volumen de solución total de herbicida.

Para aplicadores de cordón o de mecha de esponja—Puede emplearse soluciones que oscilan entre 33 y 75 por ciento de este producto en agua.

Aplicadores de panel—En los aplicadores de enjugador de panel pueden utilizarse soluciones de un 33 a un 100 por ciento de producto en agua.

8.0 INSTRUCCIONES SEGUN AREAS Y USO

Salvo que se especifique lo contrario, pueden efectuarse aplicaciones para controlar cualquier tipo de maleza que se indique en las "**Malezas anuales**", "**Malezas perennes**" o "**Matorrales leñosos y árboles**" mesas de tasa. Consulte también la sección "**Equipo especializado**".

8.1 Sitios acuáticos

Este producto puede aplicarse a las malezas brotadas en todo tipo de masa de agua (dulce o salobre), circulante o no. Esto incluye lagos, ríos, arroyos, estanques, estuarios, diques, manantiales, zanjas de drenaje e irrigación, canales, represas, plantas de tratamiento de aguas y sitios donde desea restaurarse el hábitat de la fauna local.

Este producto también puede usarse para controlar la maleza, arbustos leñosos y árboles indicados en la etiqueta que crezcan en zonas terrestres que no sean de cultivo o en áreas acuáticas de estas zonas.

Si hubiera sitios acuáticos próximos a las zonas no utilizadas para cultivo y que fueran parte del tratamiento a realizarse, lea y cumpla con las siguientes instrucciones:

Este producto no controla plantas que estén completamente sumergidas o que tengan la mayor parte de su follaje bajo agua.

No hay restricciones de ningún tipo en cuanto a la utilización del agua tratada en irrigación, actividades recreativas o uso doméstico.

Antes de aplicar este producto en aguas de uso público, consulte a los organismos estatales locales reguladores de caza y pesca, así como a las autoridades que controlan el uso del agua. Tal vez sea necesario contar con un permiso para tratar tales aguas.

NOTA: No aplique este producto **directamente al agua** dentro de 0.5 milla en contra de la corriente de una fuente activa de agua potable en agua que fluya (es decir, río, corriente, etc.) o dentro de la 0.5 milla de una fuente activa de agua potable en una extensión de agua estancada, tal como un lago, estanque o represa. Para poder efectuar aplicaciones sobre agua próxima o dentro de un radio de media milla de una toma activa de agua potable, la toma de agua deberá desactivarse durante un mínimo de 48 horas luego de la aplicación. La toma de agua puede abrirse antes de las 48 horas si el nivel de glifosato en la misma se encuentra por debajo de 0.7 partes por millón, determinado por un análisis de laboratorio. Estas aplicaciones sobre agua podrán efectuarse ÚNICAMENTE en caso de que exista una fuente de agua alternativa o lagunas de contención que permitan la desactivación temporal de la toma de agua durante un mínimo de 48 horas luego de la aplicación. Esta restricción **NO** se aplica al sobrerociado inadvertido intermitente de agua en sitios de uso terrestre.

Para tratamientos luego de un descenso del nivel de las aguas o en zanjas secas, después del tratamiento deje transcurrir 7 días o más antes de volver a llenar con agua. Así logrará el máximo control de las malezas. Aplique el herbicida de AquaMaster dentro de las 24 horas siguientes al descenso de las aguas, para asegurarse de que el producto está actuando sobre malezas en crecimiento activo.

Tal vez sea necesario volver a tratar la vegetación flotante. Evite que la vegetación a la que se le aplicó el producto, lo pierda por salpicaduras creadas por el bote utilizado para la aplicación o por otros botes que circulen en los alrededores. No efectúe ningún tratamiento si se esperan lluvias dentro de las 6 primeras horas posteriores a la aplicación. No vuelva a aplicar dentro de las 24 horas posteriores al tratamiento inicial.

La aplicación efectuada en las masas de agua en circulación debe realizarse desplazándose corriente arriba, para evitar que el herbicida se concentre en el agua. Cuando se lleve a cabo alguna aplicación en las orillas de un río o arroyo, no superponga las aplicaciones a más de 1 pie en el cauce del río o arroyo. No aplique sobre masas de agua donde no haya maleza. No supere la concentración máxima aplicable (7.5 pintas/acre) en ninguna aplicación diseminada que se efectúe sobre agua excepto en los siguientes casos, en los que puede aplicarse la concentración indicada en la etiqueta:

- Cruces con arroyos en derechos de paso.
- En los casos en que las aplicaciones den como resultado menos del 20 por ciento de la superficie total de agua tratada.

Cuando haya que tratar toda la superficie de una masa de agua no circulante, el tratamiento de ésta en franjas podría evitar el consumo total del oxígeno debido al proceso de degradación de la vegetación. Este agotamiento del oxígeno podría provocar la muerte de peces.

Mezclas Para Tanque

Pueden usarse mezclas para tanque de este producto con 2,4-D amina para aumentar el espectro de vegetación controlada en zonas acuáticas. Utilice de 1.5 a 2 pintas de este producto más 1 a 2 cuartos de galón de 2,4-D amina (4 libras de ingrediente activo por galón, rotulado para sitios acuáticos) para controlar maleza anual. Utilice de 3 a 7.5 pintas de este producto más 2 a 4 cuartos de galón de 2,4-D amina (4 libras de ingrediente activo por galón, rotulado para sitios acuáticos) para el control total o parcial de maleza perenne, arbustos leñosos y árboles.

Al mezclar en tanque, lea y siga al pie de la letra las reclamaciones, advertencias y demás información en las etiquetas de los producto utilizados. Use la mezcla conforme a las medidas precautorias más estrictas indicadas para cada producto en la mezcla. Mezcle en el siguiente orden: Llene el tanque de rociado a la mitad con agua, agregue el herbicida AquaMaster, luego 2,4-D amina y por último el surfactante. Llene el tanque de rociado con agua.

NOTA: NO MEZCLE EL HERBICIDA AQUAMASTER CON CONCENTRADOS DE 2,4-D AMINA SIN PORTADOR DE AGUA. NO MEZCLE EL HERBICIDA AQUAMASTER CON 2,4-D AMINA EN EQUIPO ROCIADOR CON INYECTOR DE DERIVACIÓN.

Para el control del espartillo (*Spartina spp.*)

La presencia de residuos y sedimento sobre la superficie de las plantas de espartillo reduce el rendimiento del producto. Puede ser necesario lavar las plantas que se desean tratar antes de aplicar el herbicida para mejorar su absorción. En los casos en que el espartillo se haya cortado o podado antes de la aplicación, deje que vuelva a crecer bastante antes de aplicar el producto para asegurar la intercepción y la absorción adecuadas de la solución herbicida. La lluvia dentro de las 2 horas o la inmersión dentro de las 4 horas de la aplicación pueden reducir la eficacia.

Antes de aplicar, examine las áreas que desea tratar para determinar si existen lechos de crustáceos dentro del área de tratamiento. Espere a que se hayan recolectado los crustáceos antes de realizar la aplicación o absténgase de recolectar los crustáceos durante 14 días después del tratamiento.

Agregue 1 ó 2 cuartos de galón o más de surfactante no iónico u otro coadyuvante aprobado para su uso en sitios acuáticos compatible con este producto por cada 100 galones de solución para rociar en el caso de aplicaciones al voleo (por tierra o por aire) y cuando se utilicen equipos de aplicación de detección óptica.

No aplique este producto a través de ningún tipo de sistema de irrigación.

APLICACIÓN: En condiciones de aplicación ideales, es decir, en los casos en que no hay presentes sedimentos y residuos sobre las superficies de las plantas y puede lograrse una buena cobertura del rocío, cuando las plantas que se desean tratar están creciendo de forma activa y cuando se utilizan las concentraciones y los volúmenes de aplicación indicados en la etiqueta, deje secar como mínimo 4 horas antes de que las plantas queden cubiertas por la marea. En los casos en que no se cumplan una o varias de estas condiciones, programe las aplicaciones de forma tal de dejar secar al menos 5 horas antes de que las plantas queden cubiertas por la marea. No aplicar cuando la velocidad del viento en el lugar de aplicación es de más de 10 millas por hora.

Aplicación al voleo (por tierra): Aplique de 2 a 8 cuartos de galón de este herbicida en 5 a 100 galones de solución para rociar por acre. Para obtener resultados óptimos, es necesario cubrir completamente los grupos de plantas de esparcilla.

Aplicación al voleo (equipos de aplicación de detección óptica/tierra): Aplique de 2 a 8 cuartos de galón de este producto en 5 a 100 galones de solución para rociar por acre usando equipos diseñados y calibrados para aplicar solución para rociar sólo cuando hay presentes plantas de esparcilla y éstas son detectadas por sensores ópticos. Para obtener resultados óptimos, es necesario cubrir completamente los grupos de plantas de esparcilla.

Equipos de mochila o de alto volumen manuales: Aplique de 5 a 8 por ciento de solución de este producto. Asegúrese de lograr la cobertura completa de los grupos de plantas de esparcilla. No rocíe hasta el punto del escurrimiento.

Aplicación al voleo (por aire): Aplique de 2 a 8 cuartos de galón de este producto en 5 a 10 galones de solución para rociar por acre. Mantenga como mínimo un tampón de 50 pies entre los lechos de crustáceos comerciales y las áreas tratadas. El potencial de arrastre del rocío depende de factores climáticos y factores relacionados con los equipos. El aplicador debe estar familiarizado con los patrones de vientos locales y monitorear y registrar la temperatura y la velocidad del viento antes y periódicamente durante la aplicación. Programe la aplicación para que dure como mínimo 5 horas antes de que las plantas tratadas queden cubiertas por la marea.

Para el control de la salvinia gigante

Para el control de la salvinia gigante, este producto puede aplicarse como una solución de rocío para mojar al 2.0% v/v con 0.5 a 2.0% v/v de un surfactante no iónico que contenga como mínimo un 70 por ciento de ingrediente activo. Asegúrese de realizar una

cobertura completa cuando utilice tratamientos de rocío para mojar empleando equipos manuales.

Para aplicaciones al voleo, aplique de 3 a 3.75 cuartos de galón de este producto con un sistema de surfactante aprobado acuático que contenga 0.1% v/v de organosilicona no iónica y 0.25% v/v surfactante adherente penetrante no iónico en 3 a 40 galones por acre como tratamiento al voleo.

Deje pasar como mínimo 3 días después de la aplicación antes de alterar la vegetación tratada. Este producto no controla las plantas que están totalmente sumergidas o que tienen la mayor parte de su follaje debajo del agua.

8.2 Inyección en tallos huecos

Este producto puede aplicarse con dispositivos de inyección manuales para administrar las cantidades etiquetadas de este producto a las plantas con tallo hueco identificadas que crecen en cualquiera sitio acuático o de los lugares no cultivados especificados en esta etiqueta. Para controlar las siguientes plantas con tallo hueco, siga las instrucciones de uso indicadas abajo:

Semilla de ricino *(Ricinus communis)*

Inyecte 4 mL por planta de este producto en la parte inferior del tallo principal.

Cicuta *(Conium maculatum)*

Inyecte una caña de una hoja por planta a 25-30 cm (10-12 pulgadas) por encima de la corona de la raíz con 5 mL de una solución al 5% v/v de este producto.

Hogweed gigante *(Heracleum mantegazzianum)*

Inyecte una caña de una hoja por planta a 30 cm (12 pulgadas) por encima de la corona de la raíz con 5 mL de una solución al 5% v/v de este producto.

Equiseto o cola de caballo *(Equisetum arvense)*

Inyecte un segmento por encima de la corona de la raíz con 0.5 mL de este producto por tallo. Utilice una jeringa pequeña, con capacidad para medir esta cantidad.

Lirio amarillo *(Iris pseudocorus)*

Corte los tallos de las flores con un par de pinzas 8 a 9 pulgadas sobre la corona de la raíz. Empuje una aguja cóncava en el centro del tallo y luego retírela lentamente a medida que se inyectan 0.5 mL por tallo de este producto en el tallo.

Polígono bohemio *(Polygonum bohemicum),*

Centidonia gigante *(Polygonum sachalinense)*, y

Polígono japonés *(Polygonum cuspidatum)*

Inyecte 5 mL de este producto por tallo, entre el segundo y el tercer nodo.

Caña brava *(Arundo donax)*

Inyecte 6 mL por tallo de este producto entre el segundo y el tercer entrenudo.

Cardo de Canadá *(Cirsium arvense)*

Use una tijera de podar para cortar un manojo de 8 a 9 de las plantas más altas en la etapa de brotación. Utilice una aguja de cavidad que se introduce en el centro del tallo y luego se extrae lentamente a medida que inyecta 0.5 mL de este producto en cada tallo.

NOTA: Según la tasa de uso anual máxima de glifosato para estos sitios no cultivados, el total combinado para todos los tratamientos no debe exceder 8 cuartos de galón de este producto por acre. A razón de 5 mL por tallo, 8 cuartos de galón deberían servir para tratar aproximadamente 1500 tallos.

8.3 Troncos cortados

El tratamiento de troncos cortados puede hacerse en cualquier área indicada en esta etiqueta. Este producto controla muchas especies de matorrales leñosos y árboles. Aplique este producto usando equipo adecuado para garantizar la cobertura completa del cámbium. Corte los árboles o sus brotes cerca de la superficie de la tierra. Aplique una solución de este producto del 50 al 100 por ciento a la superficie recién cortada, **inmediatamente después** del corte. Demorar la aplicación puede reducir la eficacia del producto. Para obtener mejores resultados, la aplicación deberá hacerse durante los períodos de crecimiento activo y expansión completa de las hojas.

Para controlar *Ailanthus altissima* (Tree-of-heaven) efectúe un tratamiento de tocón cortado de acuerdo con las instrucciones en esta sección utilizando una mezcla de rociado con 50 por ciento de herbicida AquaMaster y 10 por ciento de Arsenal.

NO HAGA LAS APLICACIONES SOBRE TRONCOS CORTADOS CUANDO LAS RAICES DE LOS MATORRALES LEÑOSOS O ARBOLES DESEABLES PUEDEN ESTAR INJERTADAS A LAS RAICES DE LOS TRONCOS CORTADOS. Algunos brotes, tallos o árboles pueden compartir el mismo sistema radicular. Árboles que están contiguos, que tienen la misma edad, altura y separación pueden indicar raíces compartidas. Cuando se trata a uno o más árboles que tienen raíces en común, tanto si están injertados como si comparten el sistema radicular, es probable que se produzca un daño en los brotes/árboles no tratados.

8.4 Areas generales no cultivables y áreas industriales

Utilice en lugares como aeropuertos, complejos de apartamentos, zonas comerciales, bordes de acequias, entradas de autos, zanjas secas, canales secos, hileras de cercas, áreas de forestación, canchas de golf, invernaderos, zonas industriales, depósitos de maderas, zonas de fabricación, solares municipales, zonas naturales, complejos de oficinas, cultivos ornamentales, estacionamientos, parques, pasturas, zonas con tanques de petróleo e instalaciones de bombeo, líneas de ferrocarril, praderas, zonas recreativas, zonas residenciales, derechos de paso, bordes de carreteras, escuelas, granjas de tepes o para semillas de césped, complejos deportivos, zonas de almacenamiento, subestaciones, zonas de servicios públicos, zonas de depósito, otros lugares públicos y zonas en las que se realiza gestión de vida silvestre.

Control general de malezas, recortado de bordes y suelo limpio de malezas

Este producto puede usarse en áreas generales no cultivables. Puede aplicarse con cualquiera de los equipos descritos en este libreto. Puede usarse para el recortado de bordes alrededor de objetos en áreas no cultivables, para tratamiento localizado de vegetación no deseable y para eliminar las malezas no deseables que crecen en cuadros de arbustos establecidos y plantaciones ornamentales. Este producto puede usarse antes de plantar un área con plantas ornamentales, flores, césped (tepes o semillas), o antes de colocar asfalto o de comenzar un proyecto de construcción.

Pueden hacerse aplicaciones repetidas de este producto, a medida que emergen las malezas, para mantener el suelo limpio de malezas.

MEZCLAS PARA TANQUE: Este producto se puede mezclar en tanque con los siguientes productos. Consulte los rótulos de estos productos para informarse sobre áreas no cultivables y dosis de aplicación. Lea y siga con cuidado las declaraciones preventivas y toda la demás información incluida en las etiquetas de los herbicidas utilizados. Utilizar conforme a las declaraciones preventivas más restrictivas correspondientes a cada producto de la mezcla.

Arsenal	Outrider®
Barricade 65WG	Pendulum 3.3 EC
Certainty®	Pendulum WDG
diuron*	Plateau
Endurance	Princep DF
Escort XP	Princep Liquid
Garlon 3A	Ronstar 50 WP
Garlon 4	Sahara
Hyvar X	simazine*
Karmex	Surflan
Krovar I DF	Telar
Oust XP	2,4-D*

*El usuario es responsable de asegurarse de que puedan realizarse las mezclas en tanque con productos que contengan este ingrediente activo genérico siempre y cuando el producto específico esté registrado para dicho uso.

Este producto más las mezclas en tanque de dicamba, no se pueden aplicar por pulverización aérea en California.

Mezclas en tanque para el control de matorrales

MEZCLAS PARA TANQUE: Las mezclas en tanque de este producto se pueden usar para aumentar el espectro de control de las malezas herbáceas, matorrales leñosos y árboles. Cuando lleve a cabo una mezcla en tanque, lea y cumpla cuidadosamente con todas las recomendaciones y las precauciones que establece la etiqueta, así como también con toda la información incluida en las etiquetas de todos los productos que utilice. Use cada uno de los productos para la mezcla con la mayor de las precauciones. En una mezcla en tanque se puede usar cualquiera de las dosis recomendadas de este producto.

Para el control de malezas herbáceas, emplee las dosis más bajas para mezcla en tanque. Para el control de herbaje tupido o de matorrales leñosos y árboles difíciles de controlar, emplee las dosis más altas.

NOTA: En tratamientos de corte lateral, se recomienda que este producto se use solo o en mezcla en tanque con Garlon 4.

PRODUCT
Arsenal
Escort XP
Garlon 3A*
Garlon 4

*Asegúrese de que Garlon 3A se mezcle bien con agua de acuerdo a las instrucciones de la etiqueta, antes de agregar este producto. Para evitar problemas de compatibilidad, agite la mezcla de pulverización en el momento en que se agregue este producto.

8.5 Manejo de hábitats

Restauración y mantenimiento de hábitats

Este producto puede ser usado para controlar la vegetación exótica y otras plantas indeseables en áreas de manejo de hábitats y en áreas naturales, incluyendo áreas ribereñas y estuarinas, hábitats nativos y refugios para la fauna silvestre. Pueden hacerse aplicaciones para permitir la recuperación de las especies de plantas nativas, antes de plantar dichas especies nativas deseables, y para otros requisitos similares de control de la vegetación de amplia efectividad. A fin de eliminar selectivamente ciertas plantas indeseables, se pueden hacer aplicaciones localizadas para controlar y mejorar el hábitat.

Sitios donde se siembran alimentos para la fauna silvestre

Este producto puede ser usado para preparar el terreno donde se desea sembrar alimentos para la fauna silvestre. Cualquier especie de alimento para la fauna silvestre puede ser sembrada después de aplicar este producto, o también se puede permitir que las especies nativas vuelvan a poblar el área. Si hace falta labrar para preparar el terreno

semillas, espere 7 días después de aplicar este producto antes de arar a fin de permitir la absorción adecuada en las partes de la planta que estén bajo tierra.

8.6 Inyección y chorro (matorrales leñosos y árboles)

Los matorrales leñosos y árboles pueden ser controlados aplicando este producto por inyección o chorro. Aplique este producto usando equipo adecuado, que debe ser capaz de penetrar en el tejido viviente. Aplique 1 mL de este producto por cada 2 ó 3 pulgadas de diámetro del tronco a la altura del pecho (DBH en inglés). La mejor forma de hacerlo es aplicando una solución del 50 al 100 por ciento, este producto, con un chorro continuo alrededor del árbol o en cortes espaciados uniformemente alrededor del árbol y por debajo del nivel de las ramas. A medida que el diámetro del árbol aumenta, se obtienen mejores resultados con el chorro diluido continuo alrededor del árbol o en cortes espaciados muy cerca entre sí alrededor del árbol. Evite las aplicaciones que permiten el desagüe de material cuando se chorrea alrededor del árbol o sobre los cortes en árboles que tienen la facilidad de exudar savia de los cortes. En especies de este tipo, haga los cortes de manera oblicua a fin de producir el efecto de copa y use el producto sin diluir. Para obtener mejores resultados, la aplicación debe tener lugar durante períodos de crecimiento activo y expansión completa de las hojas.

8.7 Carreteras

Todas las instrucciones de la sección "**Áreas Generales No Cultivables y Áreas Industriales**" son válidas para las carreteras.

Tratamiento de bordes

Este producto puede ser usado en los bordes de las carreteras. Puede aplicarse con rociadores de aguilón, rociadores de aguilón con pantalla, boquillas descentradas de gran volumen, equipo de mano y equipos similares.

Barandas y otros obstáculos para la siega

Este producto puede ser usado para controlar las malezas que crecen debajo de las barandas y alrededor de los postes de señal y otros objetos en los bordes de las carreteras.

Tratamiento localizado

Este producto puede ser usado como tratamiento localizado para controlar la vegetación indeseable que crece a lo largo de los bordes de las carreteras.

MEZCLAS PARA TANQUE: Este producto puede mezclarse en tanque con los siguientes productos para tratamientos de bordes de carreteras, vallas de seguridad, zonas específicas y áreas sin vegetación, siempre y cuando el producto específico para la mezcla en tanque esté rotulado para el tipo de área. Consulte las etiquetas de estos productos para ver los sitios no cultivados y las dosis de aplicación aprobados. Lea y siga con cuidado las declaraciones preventivas y toda la demás información incluida en las etiquetas de los herbicidas utilizados. Utilizar conforme a las declaraciones preventivas más restrictivas correspondientes a cada producto de la mezcla.

atrazine*	Landmark MP	Sahara DG
Crossbow L	Landmark XP	simazine*
dicamba*	Oust XP	Surflan AS
diuron*	Outrider	Surflan WDG
Endurance	pendimethalin*	Telar DF
Escort XP	Plateau	Velpar DF
Gallery 75 DF	Plateau DG	Velpar L
Krovar I DF	Poast	2,4-D*
Landmark II MP	Ronstar 50 WSP	

*El usuario es responsable de asegurarse de que puedan realizarse las mezclas en tanque con productos que contengan este ingrediente activo genérico siempre y cuando el producto específico esté registrado para dicho uso.

Vea las instrucciones generales para mezclas de tanque en la sección "**MEZCLA**" de este libreto.

Mantenimiento del Bermudagrass y Bahiagrass

Aplicaciones cuando estén latentes (durmientes)

Este producto puede usarse para controlar o controlar parcialmente muchas malezas anuales de invierno y tall fescue para el alivio eficaz de bermudagrass y bahiagrass latentes. Trate solamente cuando el césped esté latente y antes de su reverdecer primaveral. Este producto también se puede mezclar en tanque con el herbicida Outrider o Oust XP para el control residual. Las mezclas de tanque de este producto con Oust XP pueden retrasar el reverdecer.

Para obtener mejores resultados con malezas anuales de invierno, haga el tratamiento cuando las plantas estén en una etapa temprana de su crecimiento (menos de 6 pulgadas de altura) después de que la mayoría haya germinado. Para obtener mejores resultados con tall fescue, haga el tratamiento cuando el fescue esté en o después de su etapa de 4 a 6 hojas.

Aplique de 6 a 48 onzas fluidas de este producto en una mezcla de tanque con 0.75 a 1.33 de onzas de herbicida Outrider por acre. Lea y siga todas las instrucciones de la etiqueta del herbicida Outrider.

MEZCLAS PARA TANQUE: Aplique de 6 a 48 onzas fluidas de este producto por acre, solo o en mezcla de tanque con 0.25 a 1 onza de Oust XP por acre. Aplicar las proporciones indicadas en la etiqueta en 10 a 40 galones de agua por acre. Uselo solamente en áreas donde el bermudagrass o bahiagrass son deseables y en las que puede tolerarse un poco de daño o decoloración. Para evitar que el reverdecer se retarde y para minimizar el daño, no agregue más de 1 onza de Oust XP por acre sobre bermudagrass y no más de 0.5 onzas de Oust XP por acre sobre bahiagrass, y evite el tratamiento cuando estas hierbas se encuentren en estado semi-latente.

Bermudagrass que esté creciendo activamente

Este producto puede ser usado para controlar total o parcialmente muchas malezas anuales y perennes para el mantenimiento eficaz de bermudagrass que esté creciendo activamente. Aplique de 12 a 36 onzas fluidas de este producto en 10 a 40 galones de solución para rociar por acre. Para tratar malezas anuales que tengan menos de 6 pulgadas de altura (o el largo de los tallos), use las proporciones más bajas. Use la proporción más alta a medida que las malezas aumenten de tamaño o cuando estén cerca de la floración o de la formación de semillas. Estas proporciones también controlan parcialmente las siguientes especies perennes:

Bahiagrass	Johnsongrass
Bluestem, silver	Trumpetcreeper
Fescue, tall	Vaseygrass

Este producto se puede mezclar en tanque con el herbicida Outrider para el control o el control parcial de *Sorghum halepense* (Johnsongrass) y otras malas hierbas indicadas en la etiqueta del herbicida Outrider. Use de 6 a 24 onzas fluidas de este producto con 0.75 a 1.33 onzas de herbicida Outrider. Utilice las proporciones más altas de ambos productos para el control de malas hierbas perennes o anuales que tengan una altura superior a 6 pulgadas.

MEZCLAS PARA TANQUE: Este producto puede ser mezclado con Oust XP. Si se mezcla en tanques, no use más de 12 a 24 onzas fluidas de este producto con 1 a 2 onzas de Oust XP por acre. Para tratar malezas anuales indicadas en este libreto y en el libreto de Oust XP, que tengan menos de 6 pulgadas de altura (o el largo de los tallos), use las proporciones más bajas de cada producto. Use la proporción más alta a medida que las malezas aumenten de tamaño o cuando estén cerca de la floración o de la formación de semillas. Estas proporciones también controlan parcialmente las siguientes especies perennes:

Bahiagrass	Fescue, tall
Bluestem, silver	Johnsongrass
Broomsedge	Poorjoe
Dallisgrass	Trumpetcreeper
Dock, curly	Vaseygrass
Dogfennel	Vervain, blue

Uselo solamente en bermudagrass que esté bien establecido. Como resultado del tratamiento, el bermudagrass puede sufrir deterioro, pero volverá a crecer si se riega. No se recomienda repetir el tratamiento con la mezcla de tanque en la misma estación, ya que esto puede ocasionar daños graves al bermudagrass.

Bahiagrass que esté creciendo activamente

Para suprimir el crecimiento vegetativo y la inhibición de la formación de semillas de bahiagrass durante aproximadamente 45 días, aplique 4 onzas fluidas de este producto en 10 a 40 galones de agua por acre. Aplique de 1 a 2 semanas después de reverdecer completo o después de cortar a una altura uniforme de 3 a 4 pulgadas. Esta aplicación debe ser hecha antes de la emergencia de las semillas.

Para la supresión durante un máximo de 120 días, aplique 3 onzas fluidas de este producto por acre, y a continuación una aplicación de 2 a 3 onzas fluidas por acre unos 45 días más tarde. No haga más de 2 aplicaciones al año.

Este producto se puede utilizar para el control o el control parcial de *Sorghum halepense* (Johnsongrass) y otras malas hierbas indicadas en la etiqueta de Outrider, en *Paspalum notatun* (bahiagrass) en crecimiento activo. Aplique de 1.5 a 3.5 onzas fluidas de este producto con 0.75 a 1.33 onzas de herbicida Outrider por acre. Utilice las proporciones más altas para el control de malas hierbas perennes o anuales que tengan una altura superior a 6 pulgadas. Utilice sólo en *Paspalum notatum* (bahiagrass) bien establecido.

MEZCLAS PARA TANQUE: Puede usarse una mezcla de tanque de este producto con Oust XP. Aplique 4 onzas fluidas de este producto con 0.25 onza de Oust XP por acre, 1 a 2 semanas después de la primera siega de la primavera. Haga solamente 1 aplicación al año.

9.0 TIPOS DE MALEZAS CONTROLADAS

Use siempre la proporción más alta de este producto por acre, dentro de las proporciones indicadas en la etiqueta, cuando las malezas son densas o cuando crecen en un área no tocada (no cultivada).

Puede haber una disminución de los resultados cuando se traten malezas cubiertas con mucho polvo. Para las malezas que han sido segadas, pastadas o cortadas, permita que vuelvan a crecer antes del tratamiento.

Vea las secciones siguientes para las proporciones de aplicación para el control de malezas anuales y perennes, matorrales leñosos y árboles. Para las malezas, matorrales leñosos y árboles difíciles de controlar, donde las plantas crecen en condiciones de estrés, o donde la infestación es densa, pueden usarse 4.5 a 8 cuartos de galón por acre de este producto para obtener mejores resultados

9.1 Malezas anuales

Aplique a las malezas anuales en crecimiento activo y de oja ancha.

Deje transcurrir al menos 3 días luego de la aplicación antes de hacer algo sobre la vegetación tratada. Después del lapso mencionado, podrá cortar, remover o quemar la maleza. En "**INFORMACIÓN GENERAL**", "**MEZCLA**", e "**EQUIPOS Y TÉCNICAS PARA LA APLICACIÓN**" encontrará instrucciones específicas relativas a la aplicación.

Use 1.5 pintas por acre si las malezas tienen menos de 6 pulgadas de altura o largo de los tallos y 1 cuarto a 4 cuartos de galón por acre si las malezas tienen más de 6 pulgadas de altura o largo de los tallos o cuando las malezas crecen en condiciones de estrés.

Para aplicaciones de rociado para mojar, aplique una solución de 0.5% de este producto a las malezas que tengan menos de 6 pulgadas de altura o largo de los tallos. Haga la aplicación antes de la formación de semillas para la hierba, o la formación de yemas para las malezas de hoja ancha. Para las malezas anuales que tienen más de 6 pulgadas de altura o las malezas más pequeñas que crecen en condiciones de estrés, use una solución del 0.75- al 1.5-por ciento. Use la dosis más alta para las especies difíciles de controlar o las malezas de más de 24 pulgadas de altura.

ESPECIES DE MALEZAS

Anoda, spurred	Mayweed
Balsamapple**	Medusahead*
Barley*	Morninglory (*Ipomoea spp*)
Barley, little*	Mustard, blue*
Barnyardgrass*	Mustard, tansy*
Bassia, fivehook	Mustard, tumble*
Bittercress*	Mustard, wild*
Bluegrass, annual*	Nightshade, black*
Bluegrass, bulbous*	Oats
Brome, downy*	Panicum, browntop*
Brome, Japanese*	Panicum, fall*
Broomsedge	Panicum, Texas*
Buttercup*	Pennycress, field*
Castorbean	Pepperweed, Virginia*
Cheatgrass*	Pigweed*
Cheeseweed (*Malva parviflora*)	Puncturevine
Chervil*	Purslane, common
Chickweed*	Pusley, Florida
Cocklebur*	Ragweed, common*
Copperleaf, hophornbeam	Ragweed, giant
Copperleaf, Virginia	Rice, red
Coreopsis, plains/tickseed*	Rocket, London*
Corn*	Rocket, yellow
Crabgrass*	Rye*
Cupgrass, woolly*	Ryegrass*
Dwarfdandelion*	Sandbur, field*
Eclipta*	Sesbania, hemp
Falsedandelion*	Shattercane*
Falseflax, smallseed*	Shepherd's-purse*
Fiddleneck	Sicklepod
Filaree	Signalgrass, broadleaf*
Fleabane, annual*	Smartweed, ladysthumb*
Fleabane, hairy (*Conyza bonariensis*)*	Smartweed, Pennsylvania*
Fleabane, rough*	Sorghum, grain (milo)*
Foxtail*	Sowthistle, annual
Foxtail, Carolina*	Spanishneedles***
Geranium, Carolina	Speedwell, corn*
Goatgrass, jointed*	Speedwell, purslane*
Goosegrass	Sprangletop*
Groundsel, common*	Spurge, annual
Henbit	Spurge, prostrate*
Horseweed/Marestail (*Conyza canadensis*)	Spurge, spotted*
Itchgrass*	Spurry, umbrella*
Johnsongrass, seedling	Starthistle, yellow
Junglerice	Stinkgrass*
Knotweed	Sunflower*
Kochia	Teaweed/Prickly sida
Lamb's-quarters*	Thistle, Russian
Lettuce, prickly*	Velvetleaf
Mannagrass, eastern*	Wheat*
	Wild oats*
	Witchgrass

*Cuando use equipos de aplicación diseminada a nivel del terreno (aplicaciones aéreas o rociadores de aguilón con boquillas tipo abanico plano), estas especies serán controladas o controladas parcialmente con 12 onzas fluidas de este producto por acre. Las aplicaciones deben hacerse usando de 3 a 10 galones de volumen por acre. Use boquillas que garanticen una cobertura completa del follaje y haga el tratamiento cuando las malezas estén en su etapa temprana de crecimiento.

**Aplique únicamente con equipo de mano.

***Aplique 3 pintas de herbicida de AquaMaster por acre.

9.2 Malezas perennes

Los mejores resultados se obtienen cuando las malezas perennes son tratadas una vez que han alcanzado la etapa reproductiva de su crecimiento (inicio de las semillas para hierbas y formación de yemas para malezas de hoja ancha). Para las plantas sin flores, los mejores resultados se obtienen cuando las plantas alcanzan el estado de madurez. En muchos casos, se requiere el tratamiento antes de estas etapas del crecimiento. En estos casos, use la proporción más alta dentro de las proporciones recomendadas.

Asegúrese de que la cobertura sea a fondo cuando emplee tratamientos de rociado para mojar con equipo de mano. Cuando se utilice equipo manual para tratamientos puntuales localizados de bajo volumen, aplique una solución de 4- a 8-por ciento de este producto.

Espere 7 días o más después de la aplicación antes de labrar. Si la maleza ha sido podada o labrada, no aplique el tratamiento hasta que la maleza haya crecido a la etapa recomendada. Los tratamientos otoñales deben aplicarse antes de las heladas.

Para controlar malezas que surjan de semillas o partes bajo tierra, deberá repetirse el tratamiento.

ESPECIES DE MALEZAS	PROPORCIÓN (cuartos por acre)	% DE SOLUCIÓN DE MANO
Alfalfa*	0.7	1.5
Alligatorweed*	3.0	1.3
Anise (fennel)	1.5 – 3.0	1.0 – 1.5
Bahiagrass	2.3 – 3.75	1.5
Beachgrass, European (*Ammophila arenaria*)	–	3.5
Bentgrass*	1.0	1.5
Bermudagrass	4.0	1.5
Bermudagrass, water (knotgrass)	1.0	1.5
Bindweed, field	3.0 – 3.75	1.5
Bluegrass, Kentucky	1.5 – 2.3	0.75
Blueweed, Texas	3.0 – 3.75	1.5
Brackenfern	2.3 – 3.0	0.75 – 1.0
Bromegrass, smooth	1.5 – 2.3	0.75
Bursage, woolly-leaf	–	1.5
Canarygrass, reed	1.5 – 2.3	0.75
Cattail	2.3 – 3.75	0.75
Clover; red, white	2.3 – 3.75	1.5
Cogongrass	2.3 – 3.75	1.5
Cordgrass	2.3 – 3.75	1.0 – 2.0
Cutgrass, giant	3.0	1.0
Dallisgrass	2.3 – 3.75	1.5
Dandelion	2.3 – 3.75	1.5
Dock, curly	2.3 – 3.75	1.5
Dogbane, hemp	3.0	1.5
Fescue (except tall)	2.3 – 3.75	1.5
Fescue, tall	2.3	1.0
Guineagrass	2.3	0.75
Hemlock, poison	1.5 – 3.0	0.75 – 1.5
Horsenettle	2.3 – 3.75	1.5
Horseradish	3.0	1.5
Iceplant	1.5	1.5
Ivy; German, cape	1.5 – 3.0	0.75 – 1.5
Jerusalem artichoke	2.3 – 3.75	1.5
Johnsongrass	1.5 – 2.3	0.75
Kikuyugrass	1.5 – 2.3	0.75
Knapweed	3.0	1.5
Lantana	–	0.75 – 1.0
Lespedeza	2.3 – 3.75	1.5
Loosestrife, purple	2.0	1.0 – 1.5
Lotus, American	2.0	0.75
Maidencane	3.0	0.75
Milkweed, common	2.3	1.5
Muhly, wirestem	1.5 – 2.3	0.75
Mullein, common	2.3 – 3.75	1.5
Napiergrass	2.3 – 3.75	1.5
Nightshade, silverleaf	3.0 – 3.75	1.5
Nutsedge; purple, yellow	2.3	0.75
Orchardgrass	1.5 – 2.3	0.75
Pampasgrass	2.3 – 3.75	1.5
Paragrass	3.0	0.75
Pepperweed, perennial	3.0	1.5
Phragmites*	2.0 – 3.75	0.75 – 1.5
Quackgrass	1.5 – 2.3	0.75
Redvine*	1.5	1.5
Reed, giant (*Arundo donax*)	3.0 – 3.75	1.5
Ryegrass, perennial	1.5 – 2.3	0.75
Salvinia, giant	3.0 – 3.75	2.0
Smartweed, swamp	2.3 – 3.75	1.5

ESPECIES DE MALEZAS	PROPORCIÓN (cuartos por acre)	% DE SOLUCIÓN DE MANO
Spatterdock	3.0	0.75
Spurge, leafy*	–	1.5
Starthistle, yellow	–	1.5
Sweet potato, wild*	–	1.5
Thistle, artichoke	1.5 – 2.3	2.0
Thistle, Canada	1.5 – 2.3	1.5
Timothy	1.5 – 2.3	1.5
Torpedograss*	3.0 – 3.75	0.75 – 1.5
Trumpetcreeper*	1.5 – 2.3	1.5
Tules, common	–	1.5
Vaseygrass	2.3 – 3.75	1.5
Velvetgrass	2.3 – 3.75	1.5
Waterhyacinth	2.5 – 3.0	0.75 – 1.0
Waterlettuce	–	0.75 – 1.0
Waterprimrose	–	0.75
Wheatgrass, western	1.5 – 2.3	0.75

*Control parcial

Alligatorweed (Alternantera)—Aplique 3 cuartos de herbicida de AquaMaster por acre por aspersión diseminada o como una solución al 1.3% con equipo de mano para lograr el control parcial de alligatorweed. Aplique cuando la mayoría de las plantas esté en floración. Para mantener el control, deberá repetir la aplicación.

Beachgrass, European; Barrón o grama del norte (Ammophila arenaria)—Aplique una solución de este producto al 8 por ciento más un 0.5 a 1.5 por ciento de surfactante no iónico para rociado o aplicación mojada de bajo volumen. Se obtienen los mejores resultados al efectuar la aplicación cuando el barrón está saliendo de la bota para alcanzar las etapas de desarrollo completo. En el otoño, aplique el producto antes de que el número de hojas verdes se reduzca a menos del 50 por ciento. No aplique el tratamiento cuando la maleza está afectada por sequía. Tal vez sea necesario repetir las aplicaciones.

Bermudagrass—Aplique 4 cuartos de herbicida de AquaMaster por acre por aspersión diseminada o como una solución al 1.5% con equipo de mano. Aplique cuando las plantas estén en pleno crecimiento y cuando aparezca la vaina de las semillas.

Bindweed, field / Silverleaf Nightshade (Hierba mora) / Texas Blueweed—Aplique 3 a 3.75 cuartos de herbicida de AquaMaster por acre por aspersión diseminada al oeste del Río Mississippi y 2.3 a 3 cuartos por acre al este de dicho río. Cuando utilice equipo de mano, use una solución al 1.5%. Aplique cuando las plantas estén en pleno crecimiento y estén floreciendo o ya hayan florecido. Para silverleaf nightshade, los mejores resultados se obtienen cuando la aplicación se realiza luego de formadas las bayas. No aplique cuando la maleza esté debilitada por sequía. El desarrollo de nuevas hojas indica que hay un crecimiento activo. Los mejores resultados se obtienen cuando se aplica a fines del verano o durante el otoño.

Brackenfern—Aplique 2.3 a 3 cuartos de herbicida de AquaMaster por acre por aspersión diseminada o como una solución al 0.75-1% con equipo de mano. Aplique a las frondas crecidas que tengan al menos 18 pulgadas (45 cm) de longitud.

Cattail (Tifa)—Aplique 2.3 a 3 cuartos de herbicida de AquaMaster por acre por aspersión diseminada o como una solución al 0.75% con equipo de mano. Aplique cuando las plantas estén en pleno crecimiento y cuando estén floreciendo o ya hayan florecido. Los mejores resultados se obtienen cuando se aplica en el verano o durante el otoño.

Cogongrass (Zacate Fucgo)—Aplique 2.3 a 3.75 cuartos de herbicida de AquaMaster por acre por aspersión diseminada. Aplique cuando el cogongrass tengan al menos 18 pulgadas (45 cm) de altura y esté en pleno crecimiento a fines del verano o durante el otoño. Luego de la aplicación y antes de remover o cortar las plantas, deje transcurrir 7 días o más. Debido a las distintas etapas de crecimiento y a lo tupido de la vegetación, que impide realizar una cobertura homogénea, para mantener el control podría ser necesario efectuar repetidas aplicaciónes.

Cordgrass (Espartina)—Aplique 2.3 a 3.75 cuartos e herbicida de AquaMaster por acre por aspersión diseminada o como una solución al 1-2% con equipo de mano. Programe la aplicación de modo de que transcurran al menos 6 horas desde la aplicación hasta que las plantas tratadas sean cubiertas por la marea. La presencia de escombro u otros restos sobre las plantas reducirá la efectividad del producto aplicado. Para mejorar la absorción del herbicida sobre las plantas, podría ser necesario lavar éstas antes de proceder a la aplicación.

Cutgrass, giant—Aplique 3 cuartos de herbicida de AquaMaster por acre por aspersión diseminada o como una solución al 1% con equipo de mano para lograr el control parcial de cutgrass. Para mantener el control, deberá repetirse la aplicación, sobre todo en sitios donde la vegetación esté parcialmente sumergida en agua. Antes de repetir la aplicación, deje que las plantas vuelvan a crecer, hasta llegar a la etapa en que poseen 7 a 10 hojas.

Dogbane, hemp / Knapweed / Horseradish—Aplique 3 cuartos de herbicida de AquaMaster por acre por aspersión diseminada o como una solución al 1.5% con equipo de mano. Aplique cuando las plantas estén en pleno crecimiento y cuando la mayoría de ellas haya llegado a la etapa de comienzo del florecimiento. Los mejores resultados se obtienen cuando se aplica a finales del verano o durante el otoño.

Fescue, tall—Aplique 2.3 cuartos de herbicida de AquaMaster por acre por aspersión diseminada o como una solución al 1% con equipo de mano. Aplique cuando las plantas estén en pleno crecimiento y cuando la mayoría de ellas haya llegado a la etapa de floración. Cuando se aplica antes de floración, el control no resulta tan efectivo.

Guineagrass (Zacate guinea)—Aplique 2.3 cuartos de herbicida de AquaMaster por acre por aspersión diseminada o como una solución al 0.75% con equipo de mano. Aplique cuando las plantas estén en pleno crecimiento y cuando la mayoría de ellas haya llegado a una etapa donde tenga al menos 7 hojas.

Johnsongrass (Zacate Johnson) / Bluegrass, Kentucky / Bromegrass, smooth / Canarygrass, reed / Orchardgrass / Ryegrass, perennial / Timothy / Wheatgrass, western—Aplique de herbicida de AquaMaster 1.5 a 2.3 cuartos por acre por aspersión diseminada o como una solución al 0.75% con equipo de mano. Aplique cuando las plantas estén en pleno crecimiento y cuando la mayoría de ellas haya llegado a la etapa del comienzo de floración. Cuando se aplica antes del comienzo de floración, el control no resulta tan efectivo. En el otoño, aplique antes de que las plantas se tornen marrones.

Lantana—Aplique herbicida de AquaMaster como una solución al 0.75% a 1% con equipo de mano. Aplique a la lantana en crecimiento activo durante o luego del florecimiento. Si las plantas hubieran llegado a la etapa de crecimiento leñoso, utilice la concentración más alta.

Loosestrife, purple—Aplique 2 cuartos de herbicida de AquaMaster por acre por aspersión diseminada o como una solución al 1-1.5% con equipo de mano. Aplique cuando las plantas estén en pleno crecimiento y cuando estén floreciendo o ya hayan florecido. Los mejores resultados se obtienen cuando se aplica en el verano o durante el otoño. El tratamiento en otoño debe efectuarse antes de que se produzcan heladas.

Lotus, American (Lirio)—Aplique 2 cuartos de herbicida de AquaMaster por acre por aspersión diseminada o como una solución al 0.75% con equipo de mano. Aplique cuando las plantas estén en pleno crecimiento y cuando estén floreciendo o ya hayan florecido. Los mejores resultados se obtienen cuando se aplica en el verano o durante el otoño. El tratamiento en otoño debe efectuarse antes de que se produzcan heladas. Podría ser necesario repetir el tratamiento para controlar el crecimiento a partir de semillas o de partes enterradas de la planta.

Maidencane / Paragrass (Pasto Pará)—Aplique 3 cuartos e herbicida de AquaMaster por acre por aspersión diseminada o como una solución al 0.75% con equipo de mano. Podría ser necesario repetir la aplicación, sobre todo en sitios donde la vegetación esté parcialmente sumergida en agua. En estas condiciones, deje que las plantas vuelvan a crecer hasta que posean 7 a 10 hojas antes de repetir el tratamiento.

Milkweed, common—Aplique 2.3 cuartos de herbicida de AquaMaster por acre por aspersión diseminada o como una solución al 1.5% con equipo de mano. Aplique cuando las plantas estén en pleno crecimiento y cuando la mayoría haya llegado a la etapa de pasaje de capullo a flor.

Nutsedge: purple, yellow (coquito, coyolito)—Aplique 2.3 cuartos de herbicida de AquaMaster por acre por aspersión diseminada o como una solución al 0.75% con equipo de mano para controlar plantas de nutsedge existentes y los frutos inmaduros de éstas. Aplique cuando las plantas estén en flor o cuando se vean nuevos frutos en la punta de los rizomas. Los frutos que aún no hubieran germinado no serán controlados y podrían germinar luego del tratamiento. Para lograr un control a largo plazo, deberán repetirse los tratamientos.

Pampasgrass—Aplique herbicida de AquaMaster como una solución al 1.5% con equipo de mano cuando las plantas estén en crecimiento activo.

Phragmites—Para controlar parsialmente phragmites en Florida y en los condados de otros estados a orillas del Golfo de México, aplique 3.75 cuartos de herbicida de AquaMaster por acre por aspersión diseminada o como una solución al 1.5% con equipo de mano. En otras áreas de los Estados Unidos, el control parcial se logra aplicando 2 a 3 cuartos de herbicida de AquaMaster por acre por aspersión diseminada o como una solución al 0.75% con equipo de mano. Los mejores resultados se obtienen cuando se aplica a finales del verano o durante el otoño, cuando las plantas están creciendo activamente y en pleno florecimiento. Dada la densidad natural de esta vegetación, que podría dificultar una cobertura uniforme del follaje, así como la existencia de plantas en distinto estado de crecimiento, podría ser necesario repetir los tratamientos para mantener el control. Los síntomas de control que se aprecian a simple vista podrían demorar en manifestarse.

Quackgrass / Kikuyugrass / Muhly, wirestem—Aplique 1.5 a 2.3 cuartos de herbicida de AquaMaster por acre por aspersión diseminada o como una solución al 0.75% con equipo de mano cuando la mayoría de las plantas quackgrass o wirestem muhly tengan, como mínimo, 8 pulgadas (20 cm) de altura (3 a 4 hojas) y estén creciendo activamente. Luego de la aplicación y antes de remover las plantas, deje transcurrir 3 días o más.

Reed, giant (Carrizo) / Ice Plant—Aplique herbicida de AquaMaster como una solución al 1.5% con equipo de mano cuando las plantas estén en pleno crecimiento. Para giant reed, los mejores resultados se obtienen cuando se aplica a fines del verano o durante el otoño.

Salvinia gigante—Aplicar como una solución de rocío para mojar al 2.0% v/v con 0.5 a 2.0% v/v de surfactante no iónico que contenga al menos 70% de ingrediente activo. Para aplicaciones al voleo, aplique de 3 a 3.75 cuartos de galón de este producto con un sistema de surfactante aprobado acuático que contenga 0.1% v/v de organosilicona no iónica y 0.25% v/v surfactante adherente penetrante no iónico en 3 a 40 galones por acre como tratamiento al voleo.

Spatterdock—Aplique 3 cuartos de herbicida de AquaMaster por acre por aspersión diseminada o como una solución al 0.75% con equipo de mano. Aplique cuando la mayoría de las plantas estén floreciendo. Los mejores resultados se obtienen cuando se aplica en el verano o durante el otoño.

Sweet potato, wild (boniato/batata silvestre)—Aplique herbicida de AquaMaster como una solución al 1.5% con equipo de mano cuando las plantas estén en pleno crecimiento, durante o luego del florecimiento. Se necesitarán varias aplicaciones. Antes de repetir el tratamiento, deje que la planta llegue a la etapa de crecimiento especificado.

Thistle (cardo): Canada, artichoke—Aplique 1.5 a 2.3 cuartos de herbicida de AquaMaster por acre por aspersión diseminada o como una solución al 1.5% con equipo de mano para el cardo Canada. Para controlar cardo artichoke, aplique una solución al 2% de modo de mojar toda la superficie. Aplique cuando las plantas estén creciendo activamente y tengan capullos o hayan florecido.

Torpedograss—Aplique 3 a 3.75 cuartos de herbicida de AquaMaster por acre por aspersión diseminada o como una solución al 0.75-1.5% con equipo de mano para lograr un control parcial. Use las concentraciones menores si aplica sobre tierra y las concentraciones mayores si aplica sobre plantas parcialmente sumergidas o flotantes. Para mantener el control, deberá repetir los tratamientos.

Tules, common—Aplique herbicida de AquaMaster como una solución al 1.5% con equipo de mano cuando las plantas estén creciendo activamente, durante o luego de la aparición de las vainas. Después de la aplicación, los síntomas del efecto demorarán en aparecer y tal vez no se aprecien hasta transcurridas 3 semanas o más.

Waterhyacinth (Jacinto de agua)—Aplique 2.5 a 3 cuartos de herbicida de AquaMaster por acre por aspersión diseminada o como una solución al 0.75-1% con equipo de mano cuando las plantas estén creciendo activamente, durante o luego de las primeras etapas del florecimiento. Después de la aplicación, los síntomas del efecto demorarán 3 semanas o más en aparecer. La necrosis y total descomposición suele ocurrir dentro de los 60 a 90 días posteriores a la aplicación. Si desea que los efectos se aprecien más rápidamente, utilice las concentraciones más altas.

Waterlettuce (Lechuga de agua)—Para control, aplique herbicida de AquaMaster como una solución al 0.75-1% con equipo de mano cuando las plantas estén creciendo activamente. Use concentraciones mayores si el enmalezado fuera grave. Los mejores resultados se obtienen cuando la aplicación se realiza desde mediados de verano hasta el invierno. Si la aplicación se realizara en la primavera, tal vez deba repetirse el tratamiento.

Waterprimrose (Clauito)—Aplique herbicida de AquaMaster como una solución al 0.75% con equipo de mano cuando las plantas estén creciendo activamente, durante o luego de la etapa del florecimiento y antes de que ocurran los cambios de color típicos del otoño. El mejor control se logra cuando la cobertura es completa.

Otras malezas perennes mencionadas en esta etiqueta—Aplique 2.3 a 3.75 cuartos de herbicida de AquaMaster por acre por aspersión diseminada o como una solución al 0.75-1.5% con equipo de mano, cuando las plantas estén creciendo activamente y la mayoría haya llegado a las primeras etapas de florecimiento.

9.3 Matorrales leñosos y árboles

Aplique este producto después de la formación completa de hojas, a menos que se indique de otra manera. Para las plantas más grandes y/o donde la densidad de la vegetación sea alta, use la proporción más alta. En las plantas enredaderas que han alcanzado el estado leñoso de cre-cimiento, use las proporciones más altas. Los mejores resultados se obtienen cuando se aplica a finales del verano o en el otoño, después de la formación de frutos.

En zonas áridas, se obtienen mejores resultados cuando se aplica en la primavera o a principios del verano cuando las especies que crecen como matorrales tienen alto contenido de humedad y florecen.

Cuando haga tratamientos de rociado para mojar con equipos de mano, asegúrese de que la cobertura sea total. Cuando use equipos de mano para tratamientos localizados con rociado dirigido de poco volumen, aplique una solución del 4- al 8-por ciento de este producto.

Es posible que los síntomas no aparezcan antes de las heladas o del envejecimiento con tratamientos de otoño.

Permita que pasen 7 o más días después de la aplicación antes de labrar, segar o remover. Es posible que se necesite repetir el tratamiento para tratar plantas que emergen de partes enterradas o de semillas. Un poco de colorido otoñal es aceptable en plantas indeseables que pierden las hojas en el otoño, siempre y cuando no hayan sufrido mayor pérdida de hojas. Si la aplicación de otoño se realiza después de que hayan ocurrido heladas, es posible que se obtengan resultados deficientes.

ESPECIES DE MALEZAS	PROPORCIÓN (cuartos por acre)	% DE SOLUCIÓN DE MANO DE ROCIADO PARA MOJAR
Alder	2.3 – 3.0	0.75 – 1.2
Ash*	1.5 – 3.75	0.75 – 1.5
Aspen, quaking	1.5 – 2.3	0.75 – 1.2
Bearclover (Bearmat)*	1.5 – 3.75	0.75 – 1.5
Beech*	1.5 – 3.75	0.75 – 1.5
Birch	1.5	0.75
Blackberry	2.3 – 3.0	0.75 – 1.2
Blackgum	1.5 – 3.75	0.75 – 1.5
Bracken	1.5 – 3.75	0.75 – 1.5
Broom; French, Scotch	1.5 – 3.75	1.2 – 1.5
Buckwheat, California*	1.5 – 3.0	0.75 – 1.5
Cascara*	1.5 – 3.75	0.75 – 1.5
Castorbean	–	1.5
Catsclaw*	–	1.2 – 1.5
Ceanothus*	1.5 – 3.75	0.75 – 1.5
Chamise*	1.5 – 3.75	0.75
Cherry; bitter, black, pin	1.5 – 3.75	1.0 – 1.5
Cottonwood, eastern	1.5 – 3.75	0.75 – 1.5
Coyote brush	2.3 – 3.0	1.2 – 1.5
Cypress; swamp, bald	1.5 – 3.75	0.75 – 1.5
Deerweed	1.5 – 3.75	0.75 – 1.5
Dewberry	2.3 – 3.0	0.75 – 1.2
Dogwood*	3.0 – 3.75	1.0 – 2.0
Elderberry	1.5	0.75
Elm*	1.5 – 3.75	0.75 – 1.5
Eucalyptus	–	1.5
Gallberry	1.5 – 3.75	0.75 – 1.5
Gorse*	1.5 – 3.75	0.75 – 1.5
Hackberry, western	1.5 – 3.75	0.75 – 1.5
Hasardia*	1.5 – 3.0	0.75 – 1.5
Hawthorn	1.5 – 2.3	0.75 – 1.2
Hazel	1.5	0.75
Hickory*	3.0 – 3.75	1.0 – 2.0
Honeysuckle	2.3 – 3.0	0.75 – 1.2
Hornbeam, American*	1.5 – 3.75	0.75 – 1.5
Huckleberry	1.5 – 3.75	0.75 – 1.5
Ivy, poison	3.0 – 3.75	1.5
Knotweed; Bohemian, Giant, Japanese**	–	–
Kudzu	3.0	1.5
Locust, black*	1.5 – 3.0	0.75 – 1.5
Madrone resprouts*	–	1.5
Magnolia, sweetbay	1.5 – 3.75	0.75 – 1.5
Manzanita*	1.5 – 3.75	0.75 – 1.5
Maple, red	1.0 – 3.75	0.75 – 1.2
Maple, sugar	–	0.75 – 1.2
Maple, vine*	1.5 – 3.75	0.75 – 1.5
Monkey flower*	1.5 – 3.0	0.75 – 1.5
Oak; black, white*	1.5 – 3.0	0.75 – 1.5
Oak, northern, pin	1.5 – 3.0	0.75 – 1.2
Oak, poison	3.0 – 3.75	1.5
Oak, post	2.3 – 3.0	0.75 – 1.2
Oak, red	–	0.75 – 1.2
Oak, scrub*	1.5 – 3.0	0.75 – 1.5
Oak, southern red	1.5 – 3.75	1.0 – 1.5
Orange, Osage	1.5 – 3.75	0.75 – 1.5
Peppertree, Brazilian (Florida holly)*	1.5 – 3.75	1.5
Persimmon*	1.5 – 3.75	0.75 – 1.5
Pine	1.5 – 3.75	0.75 – 1.5
Poplar, yellow*	1.5 – 3.75	0.75 – 1.5
Prunus	1.5 – 3.75	1.0 – 1.5
Raspberry	2.3 – 3.0	0.75 – 1.2
Redbud, eastern	1.5 – 3.75	0.75 – 1.5
Redcedar, eastern	1.5 – 3.75	0.75 – 1.5
Rose, multiflora	1.5	0.75
Russian olive*	1.5 – 3.75	0.75 – 1.5
Sage, black	1.5 – 3.0	0.75
Sage, white*	1.5 – 3.0	0.75 – 1.5
Sage brush, California	1.5 – 3.0	0.75
Salmonberry	1.5	0.75
Saltbush	–	1.0
Saltcedar**	1.5 – 3.75	0.75 – 1.5
Sassafras*	1.5 – 3.75	0.75 – 1.5
Sea Myrtle	–	1.0
Sourwood*	1.5 – 3.75	0.75 – 1.5
Sumac; laurel, poison, smooth, sugarbush, winged*	1.5 – 3.0	0.75 – 1.5
Sweetgum	1.5 – 2.3	0.75 – 1.5
Swordfern*	1.5 – 3.75	0.75 – 1.5
Tallowtree, Chinese	–	0.75
Tan oak resprouts*	–	1.5
Thimbleberry	1.5	0.75
Tobacco, tree*	1.5 – 3.0	0.75 – 1.5
Toyon*	–	1.5
Trumpetcreeper	1.5 – 2.3	0.75 – 1.2
Vine maple*	1.5 – 3.75	0.75 – 1.5
Virginia creeper	1.5 – 3.75	0.75 – 1.5
Waxmyrtle, southern*	1.5 – 3.75	1.5
Willow	2.3	0.75
Yerba Santa, California*	–	1.5

*Control parcial

**Consulte las instrucciones específicas más adelante

Alder (Aliso) / Blackberry (Zarza) / Dewberry (Zarza) / Honeysuckle (Madreselva) / Oak, Post / Raspberry (Frambuesa)—Para control, aplique 2.3 a 3 cuartos de herbicida de AquaMaster por acre por aspersión diseminada o como una solución al 0.75-1.2% con equipo de mano.

Aspen, Quaking (Álamo) / Hawthorn (Espino) / Trumpetcreeper (Trompeta)—Para control, aplique 1.5 a 2.3 cuartos de herbicida de AquaMaster por acre por aspersión diseminada o como una solución al 0.75-1.2% con equipo de mano.

Birch (Abedul) / Elderberry (Saúco) / Hazel (Avellano) / Salmonberry / Thimbleberry—Para control, aplique 1.5 cuartos de herbicida de AquaMaster por acre por aspersión diseminada o como una solución al 0.75% con equipo de mano.

Broom (Retama): French, Scotch—Para control, aplique una solución al 1.2-1.5% con equipo de mano.

Buckwheat, California (Alforfón) / Hasardia / Monkey Flower / Tobacco, Tree (Tobaco, árbol)—Para control parcial de estas especies, aplique una solución al 0.75-1.5% sobre las hojas mediante equipo de mano. Para lograr los mejores resultados es necesario cubrir completamente el follaje.

Castorbean (Semilla de ricino)—Para control, aplique una solución al 1.5 por ciento de este producto con equipo manual.

Catsclaw (Uña de gato)—Para control parcial, aplique una solución al 1.2-1.5% con equipo de mano, cuando al menos el 50% de las hojas nuevas esté totalmente desarrollado.

Cherry (Cerezo): Bitter (Amargo), Black (Negro), Pin / Oak, Southern Red (Rojo del Sur) / Sweet Gum (Liquidambar) / Prunus—Para control, aplique 1.5 a 3.75 cuartos de herbicida de AquaMaster por acre por aspersión diseminada o como una solución al 1.0-1.5% con equipo de mano.

Coyote brush—Para control, aplique una solución al 1.2-1.5% con equipo de mano, cuando al menos el 50% de las hojas nuevas esté totalmente desarrollado.

Dogwood / Hickory (Nogal)—Para control parcial, aplique herbicida de AquaMaster como una solución al 1-2% con equipo de mano o a razón de 3 a 3.75 cuartos por acre por aspersión diseminada.

Eucalyptus, (Eucalipto) Bluegum—Para controlar los nuevos brotes de eucaliptos, aplique herbicida de AquaMaster como una solución al 1.5% con equipo de mano cuando los brotes tengan 6 a 12 pies (1.8 a 3.6 m) de altura. Verifique que la cobertura sea completa. Aplique cuando las plantas estén creciendo activamente. Evite aplicar cuando las plantas estén debilitadas por sequía.

Knotweed; Bohemian, Giant, Japanese *(Polygonum bohemicum, P. sachalinense and P. cuspidatum)*—Centidonia: Bohemia, Gigante, Japonesa *(Polygonum cuspidatum bohemicum, P. sachalinense y P. cuspidatum)*

Inyección en el tallo. Vea la sección "**Inyección en el tallo**" hueco de esta etiqueta.

Tallo cortado. Corte los tallos limpiamente justo debajo del segundo o tercer nodo sobre la superficie de la tierra. Aplique de inmediato 0.36 onza líquidas (10 mL) de solución de este producto al 50 por ciento en el "pozo" o espacio internodal que queda. Asegurecé que se colecte y deseche todo el material superior de las plantas, para que no tenga contacto con tierra y se regeneren las plantas a partir de los bulbos germinantes. Se recomienda usar una barrera biológica, como cartón, madera terciada o plástico.

El total de los tratamientos combinados no debe exceder 8 galones por acre. A razón de 10 mL de una solución al 50 por ciento, pueden tratarse aproximadamente 1500 tallos por acre.

Kudzu (Kudzú)—Para control, aplique 3 de herbicida de AquaMaster por acre por aspersión diseminada o como una solución al 1.5% con equipo de mano. Para mantener el control, las aplicaciones deberán repetirse.

Maple (Arce), Red (rojo)—Para control, aplique una solución al 0.75-1.2% con equipo de mano cuando las hojas estén totalmente desarrolladas. Para control parcial, aplique 1 a 3.75 de herbicida de AquaMaster por acre por aspersión diseminada.

Maple (Arce), Sugar (azúcar) / Oak (Roble): Northern Pin (pino del norte), Red (rojo)—Para control, aplique una solución al 0.75-1.2% con equipo de mano, cuando al menos el 50% de las hojas nuevas esté totalmente desarrollado.

Peppertree, Brazilian (Molle, Brasilero) (Holly, Florida) / Waxmyrtle, Southern—Para control parcial, aplique una solución de herbicida de AquaMaster al 1.5% con equipo de mano.

Poison Ivy (Hiedra venenosa) / Poison Oak (Zumaque)—Para control, aplique 3 a 3.75 cuartos de herbicida de AquaMaster por acre por aspersión diseminada o como una solución al 1.5% con equipo de mano. Para mantener el control, tal vez sea necesario repetir las aplicaciones. Los tratamientos en otoño deberán efectuarse antes de que las hojas pierdan su color verde.

Rose, Multiflora (Rosa)—Para control, aplique 1.5 cuartos de herbicida de AquaMaster por acre por aspersión diseminada o como una solución al 0.75% con equipo de mano. Los tratamientos deberán efectuarse antes de que las hojas se deterioren debido a insectos que se alimenten de ellas.

Sage, Black / Sagebrush, California / Chamise / Tallowtree, Chinese (Arbol de Melissa)—Para control de estas especies, aplique una solución al 0.75% sobre las hojas mediante equipo de mano. Para lograr los mejores resultados es necesario cubrir completamente el follaje.

Saltbush, Sea myrtle—Para control, aplique una solución de herbicida de AquaMaster al 1% con equipo de mano.

Saltcedar (Pino salado)—Para lograr un control parcial, aplique una solución de este producto al 1- a 2-por ciento con equipo manual, ó 3 a 3.75 cuartos por acre como rociado difundido. Para el control total, aplique una solución de este producto al 1- a 2-por ciento mezclada con 0.25 por ciento de Arsenal, utilizando equipo manual. Para el control con aplicación difundida, aplique una mezcla en tan que de 1.5 cuartos de este producto con 1 pinta de Arsenal a las planta de menos de 6 pies de altura. Para controlar pinos salados de más de 6 pies de altura mediante aplicaciones difundidas, aplique una mezcla en tanque de 3 cuartos de producto con 2 pintas de Arsenal.

Willow (Sauce)—Para control, aplique 2.3 cuartos de herbicida de AquaMaster por acre por aspersión diseminada o como una solución al 0.75% con equipo de mano.

Otros arbustos leñosos y árboles que figuran en esta etiquetal—Para control parcial, aplique 1.5 a 3.75 cuartos de herbicida de AquaMaster por acre por aspersión diseminada o como una solución al 0.75-1.5% con equipo de mano.

10.0 LIMITES EN LA GARANTIA Y EN LA RESPONSABILIDAD

Monsanto Compañía garantiza que este producto concuerda con la descripción química de la etiqueta y es razonablemente adecuado para los propósitos descritos en el libreto titulado Instrucciones Completas para el Uso ("Instrucciones") cuando se usa de acuerdo con dichas Instrucciones y las condiciones que allí se detallan. NO SE HACE NINGUNA OTRA GARANTIA EXPRESA O IMPLICITA ACERCA DE LA IDONEIDAD PARA UN USO PARTICULAR O COMERCIABILIDAD. Esta garantía está sujeta también a las condiciones y limitaciones que aquí se indican.

El comprador y todos los usuarios deberán reportar con prontitud a esta Compañía acerca de cualquier reclamo que se base en un contrato, negligencia, estricta responsabilidad, y otros actos ilícitos.

En la medida que lo permita la ley, el comprador y todos los usuarios son responsables por todas las pérdidas o daños que resultasen por el uso o manipulación en condiciones que estén más allá del control de esta Compañía, incluyendo pero no limitándose a: incompatibilidad con productos que no sean los señalados en las Instrucciones, aplicación o contacto con vegetación que no se quiera destruir, condiciones climáticas inusuales, condiciones de clima que estén fuera de los límites que se consideran normales en el lugar de la aplicación y para el período de tiempo en el cual se aplica, así como condiciones de clima que estén fuera de los límites indicados en las Instrucciones, aplicaciones que no estén explícitamente aconsejadas en las Instrucciones, condiciones de humedad que estén fuera de los límites establecidos en las Instrucciones, o la presencia de productos en la tierra o sobre ella, en las plantas o en la vegetación que se está tratando, diferentes a los indicados en las Instrucciones.

Monsanto Compañía no garantiza ninguno de los productos reformulados o reempacados de este producto, excepto de acuerdo a los requisitos de la administración de esta Compañía y con el permiso escrito expreso de esta Compañía.

LA UNICA Y EXCLUSIVA COMPENSACION AL USUARIO O COMPRADOR Y EL LIMITE DE RESPONSABILIDAD DE ESTA COMPAÑÍA O DE CUALQUIER OTRO VENDEDOR POR CUALQUIER PERDIDA O POR TODAS LAS PERDIDAS, PERJUICIOS O DAÑOS QUE RESULTASEN DEL USO O MANEJO DE ESTE PRODUCTO (INCLUYENDO RECLAMOS QUE SE BASEN EN UN CONTRATO, NEGLIGENCIA, ESTRICTA RESPONSABILIDAD Y OTROS ACTOS ILICITOS) SERA EL PRECIO PAGADO POR EL USUARIO O EL COMPRADOR POR LA CANTIDAD INVOLUCRADA DE ESTE PRODUCTO, O A ELECCION DE ESTA COMPAÑÍA O DE OTRO VENDEDOR, EL REEMPLAZO DE DICHA CANTIDAD, O SI NO SE OBTUVO MEDIANTE COMPRA SE REEMPLAZARA DICHA CANTIDAD DEL PRODUCTO. EN NINGUN CASO ESTA COMPAÑÍA U OTRO VENDEDOR SERAN RESPONSABLES POR DAÑOS INCIDENTALES, CONSECUENTES O ESPECIALES.

En el momento de abrir y usar el producto, se asume que el comprador y todos los usuarios han aceptado las condiciones de los LIMITES EN LA GARANTIA Y EN LA RESPONSABILIDAD que no pueden variar por medio de ningún acuerdo verbal o escrito. Si las condiciones son inaceptables, devuelva el producto inmediatamente sin abrir el recipiente.

AquaMaster, Certainty, Outrider y Monsanto y el Vine diseño es una marca comercial de la empresa Monsanto Technology LLC.

Todas las otras marcas registradas son la propiedad de sus dueños respectivos.

Registro en la EPA Nº 524-343

Embalado Para:
MONSANTO COMPANY
800 N. LINDBERGH BLVD.
ST. LOUIS, MISSOURI, 63167 U.S.A.
©2009
061709

CONSTRUCTION COMMENCEMENT NOTICE

Instructions: In accordance with Chapter 62-330.350(1)(d), F.A.C., complete and submit this form at least 48 hours prior to commencement of activity authorized by permit.

Permit No. _____ Application No. _____

Project Name _____ Phase _____

Construction of the system authorized by the above referenced Environmental Resource Permit and Application, is expected to commence on _____ , 20 _____ and will have an estimated completion date of _____ , 20 _____

PLEASE NOTE: If the actual construction commencement date is not known within 30 days of issuance of the permit, District staff should be so notified in writing. As soon as a construction commencement date is known, the permittee shall submit a completed construction commencement notice form.

Permittee's or Authorized Agent's Signature _____ Company _____

Print Name _____ Title _____ Date _____

E-mail _____ Phone Number _____

Construction Completion and Inspection Certification for Activities Associated with a Private Single-Family Dwelling Unit

Instructions: This form is intended to be used solely by or for the permittee of a private single-family dwelling unit, duplex, triplex, or quadruplex that is not part of a larger plan of development proposed by the applicant/permittee. **Complete the information on this form, sign at the bottom of Page 2, and submit this form within 30 days of the inspection.**

Permit No.: Application No.:

Name of Permittee:

Location of Project:

I Hereby Certify That (please check only one box):

☐ The undersigned hereby certifies that all components of the project **authorized by the above permit have been conducted and/or built substantially in accordance with the terms and conditions of the permit**, that the project is functioning as permitted, and that the project is ready for inspection. Any minor deviations (noted below) from the permit will not prevent the project from functioning and operating as designed, subject to routine custodial maintenance. This certification is based upon on-site inspection of the project conducted by me or my designee under my direct supervision and my review of the permit. If the undersigned is not the permittee, I further certify that I am acting for, and on behalf of, the permittee.

Upon receipt of this form, and verification by the Permitting Agency that any modifications are noted, the construction phase of this permit shall automatically convert to an operation and maintenance phase.

☐ The undersigned hereby certifies that I or my designee under my direct supervision has inspected the project located at the above location and have determined that the project **does NOT appear to have been built or conducted substantially in accordance with the permit** or is not functioning in accordance with the requirements of the permit. One of the following applies:

☐ The project was constructed or conducted with substantial design changes that are not in conformance with the permit (attach description and permit drawings showing all changes), and either:

☐ I, the permittee, am aware that additional work is required to bring the project into compliance with the terms and conditions of the permit; or

☐ I, the agent inspecting the project on behalf of and for the permittee, have informed the permittee of the following:
(a) That the project does not appear to be functioning properly; and
(b) That additional construction or work is required to bring the project into compliance.

The following components of the project do not appear to be functioning properly (attach additional pages if needed):

Any components of the project that are not in conformance with the permit must either be brought into compliance with the permit within 30 days of the inspection, or the permittee must request a modification of the permit in accordance with Rule 62-330.315, F.A.C., within 30 days of the inspection. If the modification request is not approved, the components of the project that are not in conformance with the permit are subject to enforcement action under Sections 373.119, .129, .136, and .430, F.S. If modifications are approved and implemented by the permittee, the permittee shall resubmit this form within 30 days of completion of the remedial work on the permitted project.

Name of Inspector: who is: ☐ the permittee; ☐ the agent for the permittee

Company Name (if applicable):

Mailing Address:

City: State: Zip Code:

Phone: Fax: Email:

_____

Signature of Inspector Date:

If at any time the Permitting Agency determines that the above project was not built or conducted in conformance with the terms and conditions of the permit, the permittee shall be subject to enforcement by the Permitting Agency for all measures required to bring the project into compliance with the permit. The permittee shall remain liable for ensuring that the project remains in full and complete compliance with the terms of the permit for the life of the system, unless such permit is transferred in accordance with Rule 62-330.340, F.A.C.

Request to Transfer
Environmental Resource and/or State 404 Program Permit

Instructions: To be completed, executed, and submitted by the new owner to the Agency within 30 days after any transfer of ownership or control of the real property where the permitted activity is located.

Use of this form is not required when a valid ERP permit is in the operation and maintenance phase. In such case, the owner must notify the Agency in writing within 30 days of a change in ownership or control of the entire real property, project, or activity covered by the permit. The notification may be by letter or email, or through use of this form, and must be sent to the office that issued the permit. A processing fee is not required for this notice. The permit shall automatically transfer to the new owner or person in control, except in cases of abandonment, revocation, or modification of a permit as provided in Sections 373.426 and 373.429, F.S. (2013). If a permittee fails to provide written notice to the Agency within 30 days of the change in ownership or control, or if the change does not include the entire real property or activity covered by the permit, then the transfer must be requested using this form.

Permit No(s): Application No(s).: Acres to be Transferred:

Permitted Project: Proposed Project Name (if different):

Phase of Project (if applicable):

I hereby notify the Agency that I have acquired ownership or control of the land on which the permitted system is located through the sale or other legal transfer of the land. By signing below, I hereby certify that I have sufficient real property interest or control in the land in accordance with subsection 4.2.3(d) of Applicant's Handbook Volume I; attached is a copy of my title, easement, or other demonstration of ownership or control in the land, including any revised plats, as recorded in the Public Records. I request that the permit(s) be modified to reflect that I agree to be the new permittee. By so doing, I acknowledge that I have examined the permit terms, conditions, and drawings, and agree to accept all rights and obligations as permittee, including agreeing to be liable for compliance with all of the permit terms and conditions and to be liable for any corrective actions required as a result of any violations of the permit after approval of this modification by the Permitting Agency. Also attached are copies of any recorded restrictive covenants, articles of incorporation, and certificate of incorporation that may have been changed as a result of my assuming ownership or control of the lands. As necessary, I agree to furnish the Agency with demonstration that I have the ability to provide for the operation and maintenance of the system for the duration of the permit in accordance with subsection 12.3 of Applicant's Handbook Volume I.

Name of Proposed Permittee:

Mailing Address:

City: State: Zip:

Telephone: E-mail:

_____ _____

Signature of Proposed Permittee Date:

_____

Name and Title

Enclosures:
☐ Copy of title, easement, or other demonstration of ownership or control in the land, as recorded in the Public Records☐ Copy of current plat(s) (if any), as recorded in the Public Records
☐ Copy of current recorded restrictive covenants and articles of incorporation (if any)
☐ Other

AGENDA ITEM NO. 7.b

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: June 10, 2026

SUBMITTED BY: Tamara Melton, Legislative

ITEM TYPE: Ordinance

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: ORDINANCE 4077 - SECOND READING AND PUBLIC HEARING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, PROPOSING AN AMENDMENT TO THE BRADENTON CITY CHARTER; PROPOSING A CHARTER AMENDMENT TO SECTION 8 OF THE CITY CHARTER TO REMOVE THE DESIGNATION OF THE MAYOR AS THE "EX OFFICIO PRESIDENT OF THE COUNCIL," TO REMOVE THE MAYOR'S RIGHT TO CAST A VOTE IN THE EVENT OF A TIE, AND TO PROVIDE THAT THE MAYOR IS NOT A MEMBER OF THE CITY COUNCIL; CALLING FOR A REFERENDUM ON THE PROPOSED AMENDMENT TO THE CHARTER TO BE HELD AT THE GENERAL ELECTION ON NOVEMBER 3, 2026; PROVIDING THE BALLOT TITLE AND BALLOT SUMMARY FOR THE REFERENDUM; PROVIDING FOR DIRECTION TO THE CITY CLERK AND COORDINATION WITH THE MANATEE COUNTY SUPERVISOR OF ELECTIONS; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
Yes

EXPLANATION:

At the City Council workshop on May 6, there was a discussion regarding removing the designation of the Mayor as the "ex officio president of the City Council", remove the Mayor's right to cast a vote in the event of a tie, and to provide that the Mayor is not a member of City Council. Council agreed that Attorney Rudacille would draft an ordinance for a referendum to go before voters at the general election to be held on November 3, 2026. This is the second reading of said ordinance.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Attorney Rudacille drafted the ordinance.

SUGGESTED MOTION:
Motion to approve Ordinance 4077.

ATTACHMENTS:
Ordinance 4077
Business Impact Estimate for Ordinance 4077

ORDINANCE NO. 4077

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, PROPOSING AN AMENDMENT TO THE BRADENTON CITY CHARTER; PROPOSING A CHARTER AMENDMENT TO SECTION 8 OF THE CITY CHARTER TO REMOVE THE DESIGNATION OF THE MAYOR AS THE "EX OFFICIO PRESIDENT OF THE COUNCIL," TO REMOVE THE MAYOR'S RIGHT TO CAST A VOTE IN THE EVENT OF A TIE, AND TO PROVIDE THAT THE MAYOR IS NOT A MEMBER OF THE CITY COUNCIL; CALLING FOR A REFERENDUM ON THE PROPOSED AMENDMENT TO THE CHARTER TO BE HELD AT THE GENERAL ELECTION ON NOVEMBER 3, 2026; PROVIDING THE BALLOT TITLE AND BALLOT SUMMARY FOR THE REFERENDUM; PROVIDING FOR DIRECTION TO THE CITY CLERK AND COORDINATION WITH THE MANATEE COUNTY SUPERVISOR OF ELECTIONS; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, the City Council has determined that it is advisable to submit the proposed charter amendment set forth herein to the electors of the City of Bradenton for their consideration at an upcoming election, pursuant to the City Council's authority under Section 166.031, Florida Statutes; and

WHEREAS, for purposes of this Ordinance, underlined type shall constitute additions to the original text, *** shall constitute ellipses to the original text, and ~~strikethrough~~ shall constitute deletions to the original text.

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

Section 1. Findings of Fact. The foregoing whereas clauses are hereby adopted as findings of fact and are otherwise fully incorporated herein.

Section 2. Proposed Charter Amendment. The amendment to the City Charter for the City of Bradenton, Florida which is appended and attached as **Exhibit "A."** to this Ordinance is hereby adopted by reference by the City Council to be submitted to the electors of the City of Bradenton for referendum.

Section 3. Referendum Called. A referendum on the proposed adoption of the Charter amendment appended hereto and adopted by reference as Exhibit "A" to this Ordinance shall be placed on the ballot at the general election to be held on November 3, 2026. The ballot title and ballot summary for the proposed charter amendments is set forth in Exhibit "A." The charter amendment shall become effective upon approval of its corresponding ballot question in such referendum.

Section 4. Direction to City Clerk and Coordination with Supervisor of Elections. The City Clerk is hereby authorized and directed to coordinate with the Manatee County Supervisor of Elections to include the ballot question attached hereto as Exhibit "A" on the ballot at the general election to be held in the City of Bradenton on November 3, 2026. The City Clerk is directed to see the satisfaction of the requirements of Section 100.342, Florida Statutes, which provides that "there shall be at least 30 days' notice of the election or referendum by publication in a newspaper of general circulation in the . . . municipality . . .. The publication shall be made at least twice, once in the fifth week and once in the third week prior to the week in which the election or referendum is to be held."

Section 5. Severability. The provisions of this Ordinance are deemed severable. In the event that any word (s), phrase(s), portion(s), sub-sub-sections(s), sub-section(s), or section(s) of this Ordinance is for any reason whatsoever held to be invalid, illegal, unconstitutional, contrary to law, or against public policy, by any court, administrative agency, or other body with competent jurisdiction, such word (s), phrase(s), portion(s), sub-sub-sections(s), sub-section(s), or section(s) of this Ordinance shall be null and void, and shall be deemed severed, and a separate, distinct, and independent provision from the remaining provisions of this Ordinance, and such holding shall in no manner affect the validity of the remaining words, phrases, portions, sub-sub-sections, sub-sections, or sections of this Ordinance, which shall remain in full force and effect. This Ordinance shall be construed in a manner to accomplish, to the greatest extent legally possible, the purposes of this Ordinance as expressed herein.

Section 6. Codification. All ordinances or parts thereof in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 7. Effective Date. This Ordinance shall become effective upon final adoption by the City Council. The Charter amendment provided herein shall be effective only upon approval of a majority of electors voting on the measure, effective upon certification of election results.

FIRST READING	May 27, 2026
PUBLICATION DATE	May 31, 2026
SECOND READING	June 10, 2026

PASSED AND DULY ADOPTED, BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, with a quorum present and voting, this 10th, day of June, 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"

BALLOT QUESTION

Ballot Proposal: The ballot title and ballot summary for Question #1 are as follows:

REMOVE MAYOR'S TIE VOTE RIGHT AND EX OFFICIO PRESIDENT DESIGNATION; ADD MAYOR NOT COUNCIL MEMBER

Shall the Bradenton City Charter be amended to remove the Mayor's right to cast a vote in the event of a tie; and, to remove the designation of Mayor as "ex officio president of the Council" and add language to provide that the Mayor is not a member of the City Council.

Yes _____

No _____

Ballot Language Translation: The Spanish language translation for the ballot title and ballot summary for the aforementioned question is as follows:

ELIMINAR EL DERECHO DEL ALCALDE A EMITIR EL VOTO DE DESEMPATE Y LA DESIGNACIÓN DE PRESIDENTE EX OFFICIO; AGREGAR QUE EL ALCALDE NO ES MIEMBRO DEL CONCEJO

¿Deben enmendarse los Estatutos de la Municipalidad de Bradenton para eliminar el derecho del Alcalde a emitir un voto en caso de empate; y, eliminar la designación del Alcalde como "presidente ex officio del Concejo" y agregar lenguaje que disponga que el Alcalde no es miembro del Concejo Municipal?

Si _____

No _____

Text Revisions: Upon approval of this question at referendum, the following portion of the Bradenton City Charter is amended to read as follows:

Sec. 8. - City council officers; election; general powers, duties.

As soon after assuming their duties as practicable, the council shall assemble and elect one of their number vice-mayor. The mayor shall not be a member of the council, but ~~T~~the mayor ~~as ex officio president of the council~~ shall preside at the meetings of the council. ~~He or she shall be entitled to vote in the event of a tie, but not otherwise.~~ He or she shall have power to appoint all committees. Both the ~~president~~mayor and vice-mayor shall perform such further duties and have such further powers as may be prescribed by ordinance. The vice-mayor shall perform the duties of and have the powers of mayor during the temporary absence or temporary disability of the mayor, with the exception of the veto power~~, and the power to break ties after a council vote~~. While performing such duties of acting mayor, the vice-mayor shall retain the right to vote as a council member. In the case, however, of death, removal or resignation of the mayor, or in the event the mayor's position becomes vacant, the vice-mayor of the council shall assume the office of mayor until the next general municipal election, at which time a new mayor shall be elected, which election shall be only for the unexpired term. A vacancy in the office of council member for the vice-mayor's ward shall arise upon the vice-mayor's assumption of the office of mayor pursuant to the preceding sentence.

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City of Bradenton's website by the time notice of the proposed ordinance is published in the newspaper.

Proposed ordinance's title:
ORDINANCE 4077
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, PROPOSING AN AMENDMENT TO THE BRADENTON CITY CHARTER; PROPOSING A CHARTER AMENDMENT TO SECTION 8 OF THE CITY CHARTER TO REMOVE THE DESIGNATION OF THE MAYOR AS THE "EX OFFICIO PRESIDENT OF THE COUNCIL," TO REMOVE THE MAYOR'S RIGHT TO CAST A VOTE IN THE EVENT OF A TIE, AND TO PROVIDE THAT THE MAYOR IS NOT A MEMBER OF THE CITY COUNCIL; CALLING FOR A REFERENDUM ON THE PROPOSED AMENDMENT TO THE CHARTER TO BE HELD AT THE GENERAL ELECTION ON NOVEMBER 3, 2026; PROVIDING THE BALLOT TITLE AND BALLOT SUMMARY FOR THE REFERENDUM; PROVIDING FOR DIRECTION TO THE CITY CLERK AND COORDINATION WITH THE MANATEE COUNTY SUPERVISOR OF ELECTIONS; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Bradenton is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of Bradenton is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
☐ The proposed ordinance relates to the issuance or refinancing of debt;

[1] See Section 166.041(4)(c), Florida Statutes.

☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;

☐ The proposed ordinance is an emergency ordinance;

☐ The ordinance relates to procurement; or

☐ The proposed ordinance is enacted to implement the following:

a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City of Bradenton hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

Ordinance 4077 is a referendum that will go before voters at the general election to be held on November 3, 2026. The referendum would remove the designation of the Mayor as the "ex officio president of the City Council", remove the Mayor's right to cast a vote in the event of a tie, and to provide that the Mayor is not a member of City Council.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Bradenton, if any:

We do not anticipate that there will be any direct economic impact to private, for-profit businesses in the City of Bradenton.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

We do not anticipate that there will be any impacts for private, for-profit businesses in the City of Bradenton as a result of passing Ordinance 4077.

4. Additional information the governing body deems useful (if any):
N/A

AGENDA ITEM NO. 7.c

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: June 10, 2026

SUBMITTED BY: Tamara Melton, Legislative

ITEM TYPE: Ordinance

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: ORDINANCE 4078 - SECOND READING AD PUBLIC HEARING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, PROPOSING AN AMENDMENT TO THE BRADENTON CITY CHARTER; PROPOSING A CHARTER AMENDMENT TO ADD A SECTION 14 TO THE CITY CHARTER TO PROVIDE FOR TERM LIMITS FOR THE MAYOR AND COUNCIL MEMBERS; CALLING FOR A REFERENDUM ON THE PROPOSED AMENDMENT TO THE CHARTER TO BE HELD AT THE GENERAL ELECTION ON NOVEMBER 3, 2026; PROVIDING THE BALLOT TITLE AND BALLOT SUMMARY FOR THE REFERENDUM; PROVIDING FOR DIRECTION TO THE CITY CLERK AND COORDINATION WITH THE MANATEE COUNTY SUPERVISOR OF ELECTIONS; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
Yes

EXPLANATION:
At the City Council workshop on May 6, there was a discussion regarding term limits for the Mayor and City Council. Council agreed that Attorney Rudacille would draft an ordinance for a referendum to go before voters at the general election to

be held on November 3, 2026. This is the second reading of said ordinance.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Attorney Rudacille drafted the ordinance.

SUGGESTED MOTION:
Motion to approve Ordinance 4078.

ATTACHMENTS:
Ordinance 4078
Business Impact Estimate for Ordinance 4078

ORDINANCE NO. 4078

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, PROPOSING AN AMENDMENT TO THE BRADENTON CITY CHARTER; PROPOSING A CHARTER AMENDMENT TO ADD A SECTION 14 TO THE CITY CHARTER TO PROVIDE FOR TERM LIMITS FOR THE MAYOR AND COUNCIL MEMBERS; CALLING FOR A REFERENDUM ON THE PROPOSED AMENDMENT TO THE CHARTER TO BE HELD AT THE GENERAL ELECTION ON NOVEMBER 3, 2026; PROVIDING THE BALLOT TITLE AND BALLOT SUMMARY FOR THE REFERENDUM; PROVIDING FOR DIRECTION TO THE CITY CLERK AND COORDINATION WITH THE MANATEE COUNTY SUPERVISOR OF ELECTIONS; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, the City Council has determined that it is advisable to submit the proposed charter amendment set forth herein to the electors of the City of Bradenton for their consideration at an upcoming election, pursuant to the City Council's authority under Section 166.031, Florida Statutes; and

WHEREAS, for purposes of this Ordinance, underlined type shall constitute additions to the original text, *** shall constitute ellipses to the original text, and ~~strikethrough~~ shall constitute deletions to the original text.

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

Section 1. Findings of Fact. The foregoing whereas clauses are hereby adopted as findings of fact and are otherwise fully incorporated herein.

Section 2. Proposed Charter Amendment. The amendment to the City Charter for the City of Bradenton, Florida which is appended and attached as **Exhibit "A."** to this Ordinance is hereby adopted by reference by the City Council to be submitted to the electors of the City of Bradenton for referendum.

Section 3. Referendum Called. A referendum on the proposed adoption of the Charter amendment appended hereto and adopted by reference as Exhibit "A" to this Ordinance shall be placed on the ballot at the general election to be held on November 3, 2026. The ballot title and

ballot summary for the proposed charter amendments is set forth in Exhibit "A." The charter amendment shall become effective upon approval of its corresponding ballot question in such referendum.

Section 4. Direction to City Clerk and Coordination with Supervisor of Elections. The City Clerk is hereby authorized and directed to coordinate with the Manatee County Supervisor of Elections to include the ballot question attached hereto as Exhibit "A" on the ballot at the general election to be held in the City of Bradenton on November 3, 2026. The City Clerk is directed to see the satisfaction of the requirements of Section 100.342, Florida Statutes, which provides that "there shall be at least 30 days' notice of the election or referendum by publication in a newspaper of general circulation in the . . . municipality . . .. The publication shall be made at least twice, once in the fifth week and once in the third week prior to the week in which the election or referendum is to be held."

Section 5. Severability. The provisions of this Ordinance are deemed severable. In the event that any word (s), phrase(s), portion(s), sub-sub-sections(s), sub-section(s), or section(s) of this Ordinance is for any reason whatsoever held to be invalid, illegal, unconstitutional, contrary to law, or against public policy, by any court, administrative agency, or other body with competent jurisdiction, such word (s), phrase(s), portion(s), sub-sub-sections(s), sub-section(s), or section(s) of this Ordinance shall be null and void, and shall be deemed severed, and a separate, distinct, and independent provision from the remaining provisions of this Ordinance, and such holding shall in no manner affect the validity of the remaining words, phrases, portions, sub-sub-sections, sub-sections, or sections of this Ordinance, which shall remain in full force and effect. This Ordinance shall be construed in a manner to accomplish, to the greatest extent legally possible, the purposes of this Ordinance as expressed herein.

Section 6. Codification. All ordinances or parts thereof in conflict with this Ordinance are hereby repealed to the extent of such conflict.

Section 7. Effective Date. This Ordinance shall become effective upon final adoption by the City Council. The Charter amendment provided herein shall be effective only upon approval of a majority of electors voting on the measure, effective upon certification of election results.

FIRST READING	May 27, 2026
PUBLICATION DATE	May 31, 2026
SECOND READING	June 10, 2026

PASSED AND DULY ADOPTED, BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, with a quorum present and voting, this 10th **, day of** June **, 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"

BALLOT QUESTION

Ballot Proposal: The ballot title and ballot summary for Question #1 are as follows:

PROVIDING FOR TERM LIMITS FOR THE MAYOR AND CITY COUNCIL MEMBERS

Shall the Bradenton City Charter be amended to provide term limits for the Mayor and City Council. The terms shall be limited to three full, consecutive terms in the same office, beginning January 2028. A break in service of a minimum of two years after service of three full, consecutive terms in the same office is required before a mayor or council member can run again for the same office.

Yes _____

No _____

Ballot Language Translation: The Spanish language translation for the ballot title and ballot summary for the aforementioned question is as follows:

ESTABLECIMIENTO DE LÍMITES DE MANDATO PARA EL ALCALDE Y LOS MIEMBROS DEL CONCEJO MUNICIPAL

¿Deberán enmendarse los Estatutos de la Municipalidad de Bradenton para establecer límites de mandato para el alcalde y el Concejo Municipal? Los mandatos estarán limitados a tres períodos completos y consecutivos en el mismo cargo, comenzando en Enero de 2028. Se requerirá una interrupción en el servicio de un mínimo de dos años después de haber servido tres períodos completos y consecutivos en el mismo cargo antes de que un alcalde o miembro del concejo pueda postularse nuevamente para el mismo cargo.

Si _____

No _____

Text Revisions: Upon approval of this question at referendum, the following portion of the Bradenton City Charter is amended to read as follows:

Sec. 14 – Qualifications - Limitation on Terms.

Effective as of the terms beginning in January of 2028, no mayor shall thereafter be elected to serve as mayor and no council member shall thereafter be elected to serve as a council member for more than three (3) consecutive four (4) year terms in the same office except as provided herein. A break in service of a minimum of two (2) years after a mayor or council member has served three (3) consecutive four (4) year terms in the same office is required before a former mayor or council member is permitted to run for election to the same office in which he or she previously served. Terms as a council member shall be deemed the same office regardless of whether different wards are represented.

Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City of Bradenton's website by the time notice of the proposed ordinance is published in the newspaper.

Proposed ordinance's title:

Proposed ordinance's title:
ORDINANCE 4078
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, PROPOSING AN AMENDMENT TO THE BRADENTON CITY CHARTER; PROPOSING A CHARTER AMENDMENT TO ADD A SECTION 14 TO THE CITY CHARTER TO PROVIDE FOR TERM LIMITS FOR THE MAYOR AND COUNCIL MEMBERS; CALLING FOR A REFERENDUM ON THE PROPOSED AMENDMENT TO THE CHARTER TO BE HELD AT THE GENERAL ELECTION ON NOVEMBER 3, 2026; PROVIDING THE BALLOT TITLE AND BALLOT SUMMARY FOR THE REFERENDUM; PROVIDING FOR DIRECTION TO THE CITY CLERK AND COORDINATION WITH THE MANATEE COUNTY SUPERVISOR OF ELECTIONS; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

This Business Impact Estimate is provided in accordance with section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City of Bradenton is of the view that a business impact estimate is not required by state law[1] for the proposed ordinance, but the City of Bradenton is, nevertheless, providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
☐ The proposed ordinance relates to the issuance or refinancing of debt;
☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;

[1] See Section 166.041(4)(c), Florida Statutes.

☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant or other financial assistance accepted by the municipal government;

☐ The proposed ordinance is an emergency ordinance;

☐ The ordinance relates to procurement; or

☐ The proposed ordinance is enacted to implement the following:

a. Part II of Chapter 163, Florida Statutes, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
b. Sections 190.005 and 190.046, Florida Statutes, regarding community development districts;
c. Section 553.73, Florida Statutes, relating to the Florida Building Code; or
d. Section 633.202, Florida Statutes, relating to the Florida Fire Prevention Code.

In accordance with the provisions of controlling law, even notwithstanding the fact that an exemption noted above may apply, the City of Bradenton hereby publishes the following information:

1. Summary of the proposed ordinance (must include a statement of the public purpose, such as serving the public health, safety, morals and welfare):

Ordinance 4078 is a referendum that will go before voters at the general election to be held on November 3, 2026. The referendum would provide term limits for the Mayor and Council Members.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City of Bradenton, if any:

We do not anticipate that there will be any direct economic impact to private, for-profit businesses in the City of Bradenton.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

We do not anticipate that there will be any impacts for private, for-profit businesses in the City of Bradenton as a result of passing Ordinance 4078.

4. Additional information the governing body deems useful (if any):
N/A

AGENDA ITEM NO. 8.a

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: June 10, 2026

SUBMITTED BY: Rob Perry, City Administration

ITEM TYPE: Resolution

AGENDA SECTION: NEW BUSINESS BY DEPARTMENT HEADS, CITY ATTORNEY AND COUNCIL

SUBJECT: Resolution 26-54 - Ironwood Condominiums Water Main Replacement Project Initial Assessment

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City expects to incur various costs in relation to the acquisition, construction and installation of the replacement water mains in the Ironwood Community Association. This resolution provides estimates for the cost of the project, directs the preparation of the preliminary assessment roll, establishes a public hearing to consider the imposition of the proposed assessments, describes the assessment area and provides for imposition of the assessments and assignment of assessment units, and describes the computation of the assessments and prepayment amounts and options.

FINANCIAL IMPACT:
The City will be reimbursed for the capital cost of the water main replacement project.

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by the City Attorney.

SUGGESTED MOTION:
Motion to approve Resolution 26-54.

ATTACHMENTS:
Resolution 26-54

CITY OF BRADENTON, FLORIDA

IRONWOOD CONDOMINIUMS
WATER MAIN REPLACEMENT PROJECT
INITIAL ASSESSMENT RESOLUTION

RESOLUTION NUMBER 26-54

ADOPTED JUNE 10, 2026

TABLE OF CONTENTS

PAGE

ARTICLE I
DEFINITIONS AND CONSTRUCTION

SECTION 1.01. DEFINITIONS....1
SECTION 1.02. INTERPRETATION....6
SECTION 1.03. LEGISLATIVE FINDINGS....7

ARTICLE II
NOTICE AND PUBLIC HEARING

SECTION 2.01. ESTIMATED CAPITAL AND PROJECT COST....10
SECTION 2.02. ASSESSMENT ROLL....10
SECTION 2.03. PUBLIC HEARING....11
SECTION 2.04. NOTICE BY PUBLICATION....11
SECTION 2.05. NOTICE BY MAIL....11

ARTICLE III
ASSESSMENTS

SECTION 3.01. DESCRIPTION OF ASSESSMENT AREA....11
SECTION 3.02. IMPOSITION OF ASSESSMENTS....12
SECTION 3.03. ASSESSMENT UNITS....12
SECTION 3.04. PREPAYMENT AMOUNTS....13
SECTION 3.05. COMPUTATION OF ASSESSMENTS....15
SECTION 3.06. INITIAL PREPAYMENT OPTION....17
SECTION 3.07. ADDITIONAL PREPAYMENT OPTION....18
SECTION 3.08. MANDATORY PREPAYMENT....19
SECTION 3.09. REALLOCATION UPON FUTURE SUBDIVISION....20

ARTICLE IV
GENERAL PROVISIONS

SECTION 4.01. METHOD OF COLLECTION....20
SECTION 4.02. SEVERABILITY....20
SECTION 4.03. CONFLICTS....21
SECTION 4.04. EFFECTIVE DATE....21

APPENDIX A: FORM OF PUBLISHED NOTICE....A-1
APPENDIX B: FORM OF MAILED NOTICE....B-1
APPENDIX C: DESCRIPTION OF TAX PARCELS LOCATED IN THE IRONWOOD CONDOMINIUMS ASSESSMENT AREA....C-1

RESOLUTION NO. 26-54

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, RELATING TO THE CONSTRUCTION AND FUNDING OF THE WATER MAIN REPLACEMENT PROJECT WITHIN THE IRONWOOD CONDOMINIUMS WATER ASSESSMENT AREA; PROVIDING DEFINITIONS, INTERPRETATION, AND CERTAIN LEGISLATIVE FINDINGS; ESTIMATING THE CAPITAL COST AND PROJECT COST OF THE WATER MAIN REPLACEMENT PROJECT; DIRECTING THE PREPARATION OF THE PRELIMINARY ASSESSMENT ROLL; ESTABLISHING A PUBLIC HEARING TO CONSIDER IMPOSITION OF THE PROPOSED ASSESSMENTS AND DIRECTING THE PROVISION OF NOTICE THEREOF; DESCRIBING THE ASSESSMENT AREA; PROVIDING FOR IMPOSITION OF THE ASSESSMENTS AND ASSIGNMENT OF ASSESSMENT UNITS; PROVIDING FOR CALCULATION OF PREPAYMENT AMOUNTS AND PREPAYMENT OPTIONS; PROVIDING FOR THE COMPUTATION OF THE ASSESSMENTS; PROVIDING FOR REALLOCATION UPON SUBDIVISION; PROVIDING THE METHOD OF COLLECTION; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, AS FOLLOWS:

ARTICLE I
DEFINITIONS AND CONSTRUCTION

SECTION 1.01. DEFINITIONS. As used in this Resolution, the following terms shall have the following meanings, unless the context hereof otherwise requires.

"Adjusted Prepayment Amount" means the amount required to prepay the Assessment for each Tax Parcel located in the Assessment Area (1) following issuance of any Temporary Original Obligations as computed pursuant to Section 3.04(B) hereof and revised annually pursuant to Section 3.05(I) hereof, (2) following the issuance of the Permanent Original Obligations, as computed pursuant Section 3.04(C) hereof and revised annually pursuant to Section 3.05(I) hereof, and (3) following issuance of any Refunding Obligations, as computed pursuant to Section 3.04(D) hereof and revised annually pursuant to Section 3.05(I) hereof.

"Annual Debt Service Component" means the amount computed for each Tax Parcel

pursuant to Section 3.05(E) hereof.

"Annual Debt Service Factor" means the factor computed pursuant to Section 3.05(D) hereof.

"Assessment" means a Capital Assessment, as defined in Section 75-1 of the Ordinance, imposed against property located within the Assessment Area to fund the Project Cost of the Water Main Replacement Project to serve the Assessment Area and related expenses, computed in the manner described in Section 3.05 hereof.

"Assessment Area" means the Ironwood Condominiums Water Assessment Area described in Section 3.01 and Appendix C hereof.

"Assessment Period" means the time period estimated by the City during which Assessments are imposed for any portion of the Obligations that remain outstanding unless otherwise prepaid as provided herein. The Assessment Period for the Assessments shall be twenty (20) years.

"Assessment Roll" means a non-ad valorem assessment roll relating to the Project Cost of the Water Main Replacement Project to serve the Assessment Area and related expenses.

"Capital Cost" means all or any portion of the expenses that are properly attributable to the acquisition, design, construction, and installation (including demolition, environmental mitigation and relocation) of the Water Main Replacement Project and imposition of the 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.

"City" means the City of Bradenton, Florida.

"Collection Cost" means all or any portion of the estimated cost to be incurred by the City

during any Fiscal Year in connection with the collection of Assessments.

"Collection Cost Component" means the amount computed for each Tax Parcel pursuant to Section 3.05(F) hereof.

"Condominium Common Area Parcel" means a Tax Parcel including one or more "common elements," as defined in section 718.103, Florida Statutes of a Condominium, the taxable value of which has been attributed to Condominium Residential Unit Parcels by the Property Appraiser.

"Condominium Complex" means a condominium community created by a declaration of condominium pursuant to Chapter 718, Florida Statutes.

"Condominium Residential Unit Parcel" means a Tax Parcel within the Assessment Area constituting a Condominium "unit," as defined in Section 718.103, Florida Statutes, which contains a Dwelling Unit.

"County" means Manatee County, a political subdivision of the State of Florida.

"Debt Service Amount" means the amount computed pursuant to Section 3.05(A) hereof.

"Dwelling Unit" means a Building, or a portion thereof, available to be used for residential purposes, consisting of one or more rooms arranged, designed, used, or intended to be used as living quarters for one family only.

"ERU" or "Equivalent Residential Unit," means the Assessment Unit, as defined in the Ordinance, to be used in calculating the Assessments for the Water Main Replacement Project, as assigned for each Tax Parcel in accordance with Section 3.03 hereof to serve as a proxy for each Tax Parcel's estimated potable water usage.

"ERU Value" means the square feet of building area for the average size Condominium Residential Unit Parcel within the Assessment Area, which is 1,000 square feet.

"Final Assessment Resolution" means the resolution described in Section 74-45 of the Ordinance that imposes Assessments within the Assessment Area.

"Funding Agreement" means the agreement pursuant to which the City agrees to deliver the Obligations against payment therefor by the purchaser or underwriter of such Obligations.

"Initial Prepayment Amount" means the amount computed pursuant Section 3.04(A) hereof for each Tax Parcel located in the Assessment Area.

"Modified Debt Service Amount" means the amount computed pursuant to Section 3.05(C) hereof.

"Obligations" means Original Obligations or Refunding Obligations.

"Ordinance" means the Master Capital Project and Service Assessment Ordinance, as codified in Chapter 75 of the City of Bradenton Code of Ordinances.

"Original Obligations" means Temporary Original Obligations and Permanent Original Obligations.

"Permanent Original Obligations" means notes, bonds or other evidence of indebtedness, including but not limited to, notes, bonds, commercial paper, capital leases, or any other obligations issued, incurred, or applied to finance a portion of the Project Cost of the Water Main Replacement Project or to refinance any Temporary Original Obligations, and are secured, in whole or in part, by proceeds of the Assessments.

"Prepayment Modification Factor" means the factor computed pursuant to Section 3.05(B) hereof.

"Proforma Obligations" means a proforma of the Permanent Original Obligations prepared by the City or its financial advisor utilizing the following assumptions: (A) the principal amount of the Permanent Original Obligations is sufficient to fund (1) the Project Cost of the Water

Main Replacement Project, (2) payment of the estimated Transaction Cost for the Permanent Original Obligations, (3) amounts to be deposited in any reserve account established for the Permanent Original Obligations, and (4) any other amounts deemed necessary by the City or its financial advisor, related to the Water Main Replacement Project; (B) the Permanent Original Obligations are payable in substantially equal annual payments over the Assessment Period from their date of issuance; and (C) the Permanent Original Obligations bear interest at rates that, in the reasonable judgment of the City or its financial advisor (taking into consideration possible interest rate fluctuations between the date on which such proforma is prepared and the estimated date for issuance of the Permanent Original Obligations), may be available on the estimated issuance date for the Permanent Original Obligations.

"Project Cost" means (A) the Capital Cost of the Water Main Replacement Project, (B) the Transaction Cost associated with the Obligations attributable to the Water Main Replacement Project, (C) interest accruing on such Obligations for such period of time as the City deems appropriate, (D) the debt service reserve fund or account, if any, established for the Obligations attributable to the Water Main Replacement Project, and (E) any other costs or expenses related thereto.

"Refunding Obligations" means a series of bonds or other evidence of indebtedness, including but not limited to, notes, bonds, commercial paper, capital leases, or any other obligations issued, incurred, or applied to refund all or any portion of the Permanent Original Obligations or any indebtedness issued to refinance the Permanent Original Obligations.

"Statutory Discount Amount" means the amount computed for each Tax Parcel pursuant to Section 3.05(G) hereof.

"Tax Parcel" means a parcel of property to which the Property Appraiser has assigned a

distinct ad valorem property tax identification number.

"Temporary Original Obligations" means that portion of the loan or loans from any short-term finance program, incurred by the City to (A) finance any portion of the Project Cost of the Water Main Replacement Project on an interim basis, and (B) finance the payment of any Transaction Cost, if any, for the issuance of the Temporary Original Obligations.

"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, disclosure counsel and City Counsel, if any; (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.

"Water Main Replacement Project" means a Local Improvement as defined in the Ordinance, consisting of the design, acquisition, construction, and installation of the pipes, mains, pumping stations, meters and other facilities required for the City to bring the existing potable water infrastructure in the Assessment Area up to City standards as required to provide potable water service to all Tax Parcels located in the Assessment Area through a renewed, upgraded, properly sized and configured potable water system. The Water Main Replacement Project includes the proper abandonment of the existing water system to be replaced.

SECTION 1.02. 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 Resolution; and the term "hereafter" means after, and the term "heretofore" means before, the effective date of this Resolution. Words of any gender include the correlative words of the other gender, unless the sense indicates otherwise.

SECTION 1.03. LEGISLATIVE FINDINGS. It is hereby ascertained, determined and declared that the Water Main Replacement Project to be funded by the Assessments provides a special benefit to property and is fairly and reasonably apportioned among all benefitted properties based upon that certain report prepared by PFM that is entitled "Assessment Methodology Report Ironwood Assessment Area, City of Bradenton, Florida," dated as of April 2026, which is hereby incorporated herein by reference, and the following legislative findings:

(A) Upon the adoption of this Initial Assessment Resolution determining the Capital Cost and Project Cost and identifying the Assessed Property to be included in the Assessment Roll, the legislative determinations ascertained and declared in Section 75-3 of the Ordinance are hereby ratified and confirmed.

(B) Pursuant to Article VIII, Section 2 of the Florida Constitution, and Sections 166.021 and 166.041, Florida Statutes, the Council may exercise any governmental, corporate, or proprietary power for a municipal purpose except when expressly prohibited by law, and the Council may legislate on any subject matter on which the Legislature may act, except those subjects described in (a), (b), (c), and (d) of section 166.021(3), Florida Statutes.

(C) The Council has enacted the Ordinance to provide for the creation of Assessment Areas and authorize the imposition of Assessments to fund the construction of Local Improvements to serve the property located therein.

(D) The Assessment Area consists of a golf course with associated structures, Condominium Complexes with associated Condominium Common Area Parcels, and approximately 642 Condominium Residential Unit Parcels served thereby. The existing water system utilized by the Assessed Property, as defined in the Ordinance, within the Assessment Area are at or near the end of their useful life and undersized for the anticipated level of demand. Accordingly, it is necessary to design, acquire, construct, and install the Water Main Replacement Project to provide a renewed, upgraded, properly sized and configured potable water system to serve the Assessed Property within the Assessment Area.

(E) The Water Main Replacement Project constitutes a Local Improvement as defined in the Ordinance, which will permit the City to provide potable water services to the Assessed Property located in the Assessment Area. In order to more efficiently provide potable water services to the Assessed Property within the Assessment Area, it is necessary for the City to construct the Water Main Replacement Project.

(F) The Council desires to create the Assessment Area for the purpose of constructing the Water Main Replacement Project to serve the Assessed Property within the boundaries of the Assessment Area and finds that the provision of the Water Main Replacement Project constitutes a public purpose because upon completion, the system will be transferred to the City and become a part of the City's public water utility system.

(G) The provision of the Water Main Replacement Project will provide a special benefit to the Assessed Property located within the Assessment Area and will possess a logical relationship to the use and enjoyment of property by providing: (1) ensuring continued access to potable water service to the owners and occupants of property, which improves the utilization, marketability and development potential of said properties; and (2) the protection of property and rental values and

the health and safety of the owners and occupants of property.

(H) The rate of Assessment for the Project Cost of the Water Main Replacement Project for all Tax Parcels in the MSBU shall be expressed in terms of "Equivalent Residential Units" or "ERUs," representing the property's expected potable water usage and based upon 1,000 square feet of Building area, which is the average size of a Condominium Residential Unit Parcel in the Assessment Area. The Assessment Area is predominantly improved with Condominium Complexes and, accordingly, the majority of Tax Parcels within the MSBU are Condominium Residential Unit Parcels which consist of one (1) Dwelling Unit and are expected to utilize a comparable amount of potable water, it is fair and reasonable to base the ERU on the average size of the Condominium Residential Unit Parcels within the Assessment Area.

(I) Section 718.120, Florida Statutes, prohibits the imposition of special assessments against Condominium Common Area Parcels and mandates that such special assessments be assessed against the Condominium Residential Unit Parcels. Accordingly, it is fair and reasonable and in accordance with section 718.120, Florida Statutes, to attribute the ERUs of Condominium Common Area Parcels to the Condominium Residential Unit Parcels to which such Condominium Common Area Parcels are appurtenant.

(J) In order to reduce the financial impact the Assessment may have on the Owners, as defined in the Ordinance, of the Assessed Property in the Assessment Area, the City has decided to obtain financing on behalf of the Owners for their share of the Project Cost. The financing terms shall be determined by the Council and are expected to have a maturity of twenty (20) years or less, which will enable each property's Assessment to be collected in installments over a period of years.

(K) The Assessments associated with the Water Main Replacement Project provide an

equitable method of funding construction of the project by fairly and reasonably allocating the cost to specially benefitted property, based upon the number of ERUs attributable to each Tax Parcel, in the manner hereinafter described.

(L) Each property within the Assessment Area will be benefited by the Water Main Replacement Project in an amount not less than the Assessment imposed against such property, as computed in the manner set forth in this Initial Assessment Resolution.

ARTICLE II
NOTICE AND PUBLIC HEARING

SECTION 2.01. ESTIMATED CAPITAL AND PROJECT COST.

(A) The estimated Capital Cost for the Water Main Replacement Project is $3,076,069.00.

(B) The estimated Project Cost of the Water Main Replacement Project is $4,288,258.00. The Project Cost will be funded through the imposition of Assessments against property located in the Assessment Area in the manner set forth in Article III hereof.

SECTION 2.02. ASSESSMENT ROLL.

(A) The City Administrator is hereby directed to prepare a final estimate of the Capital Cost and Project Cost of the Water Main Replacement Project and to prepare the preliminary Assessment Roll in the manner provided in the Ordinance.

(B) The City Administrator shall apportion the Capital Cost and Project Cost among the parcels of real property within the Assessment Area in conformity with Article III hereof.

(C) The estimate of Capital Cost, Project Cost, and the Assessment Roll shall be maintained on file in the City Administrator's office 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 Assessment for each Tax Parcel can be determined by use of a computer terminal available to the

public.

SECTION 2.03. PUBLIC HEARING. A public hearing will be conducted by the Council on July 22, 2026, at 8:30 a.m., or as soon thereafter as the matter can be heard, in the Council Chambers, City Hall, 101 Old Main Street (also known as 101 12th Street West), Bradenton, Florida, to consider (A) creation of the Assessment Area, (B) imposition of the Assessments, and (C) collection of the Assessments pursuant to the Uniform Assessment Collection Act commencing with the Tax Bill to be mailed in November 2027.

SECTION 2.04. NOTICE BY PUBLICATION. The City Administrator shall publish a notice of the public hearing authorized by Section 2.03 hereof in the manner and the time provided in Section 75-43 of the Ordinance. Such notice shall be published no later than July 1, 2026, in substantially the form attached hereto as Appendix A.

SECTION 2.05. NOTICE BY MAIL.

(A) The City Administrator shall provide first class mailed notice of the public hearing authorized by Section 2.03 hereof by first class mail to the Owner of each Tax Parcel of Assessed Property in the manner and time provided in Section 75-44 of the Ordinance. All first class mailed notices shall be mailed no later than July 1, 2026, in substantially the form attached hereto as Appendix B.

(B) For Tax Parcels with exempt "home addresses" pursuant to Section 119.071(4), Florida Statutes, the City Administrator shall work with the Property Appraiser and/or Tax Collector for provision of notice.

ARTICLE III
ASSESSMENTS

SECTION 3.01. DESCRIPTION OF ASSESSMENT AREA.

(A) The Ironwoods Condominiums Water Assessment Area shall include the property

shown in Appendix C attached hereto and incorporated herein by reference.

(B) The Assessment Area is proposed for the purpose of improving the use and enjoyment of all properties located therein by constructing the Water Main Replacement Project to provide access to potable water services.

SECTION 3.02. IMPOSITION OF ASSESSMENTS.

(A) Assessments shall be imposed against property located within the Assessment Area for each Fiscal Year in which Obligations remain outstanding, the amount of which shall be computed in accordance with this Article III. The first annual Assessment will be included on the ad valorem tax bill mailed in November 2027.

(B) In accordance with Section 75-8 of the Ordinance, when imposed, the Assessment shall constitute a lien upon the Tax Parcels located in the Assessment Area, which lien shall be 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.

SECTION 3.03. ASSESSMENT UNITS.

(A) To reflect the relative amount of special benefit to be derived from construction of the Water Main Replacement Project, all Tax Parcels shall be assessed based on the number of ERUs assigned to the Tax Parcel.

(B) The number of ERUs assigned to each Tax Parcel within the MSBU shall be determined as follows:

(1) Each Condominium Residential Unit Parcel shall be assigned one (1) ERU.

(2) In addition to the one (1) ERU assigned to each Condominium Residential Unit Parcel in subsection 3.03(B)(2) above, each Condominium Residential Unit Parcel

that is part of a Condominium Complex with Condominium Common Area Parcels within the Assessment Area, shall be assigned additional ERUs determined by (i) assigning ERUs to the Condominium Common Area Parcels by dividing the square footage of building area associated therewith by the ERU Value and then (ii) dividing the total number of ERUs assigned to the Condominium Common Area Parcels by the total number of Condominium Residential Unit Parcels within the Condominium Complex.

(3) All other Tax Parcels shall be assigned ERUs by dividing the square footage of building area located thereon by the ERU Value.

SECTION 3.04. PREPAYMENT AMOUNTS.

(A) Upon adoption of the Final Assessment Resolution, an Initial Prepayment Amount for each Tax Parcel located within the Assessment Area shall be calculated by (a) dividing the number of ERUs attributable to such Tax Parcel by the total number of ERUs attributable to all Tax Parcels within the Assessment Area, and (b) multiplying the result by the estimated total Project Cost of the Water Main Replacement Project.

(B) Following the issuance of any Temporary Original Obligations, an Adjusted Prepayment Amount for each Tax Parcel, other than those Tax Parcels as to which the Assessment has been prepaid prior to issuance of the Temporary Original Obligations, shall be computed by multiplying (1) the amount computed by dividing (a) the Initial Prepayment Amount established herein for such Tax Parcel by (b) the sum of (i) the aggregate Initial Prepayment Amounts for all Tax Parcels within the Assessment Area, and (ii) the aggregate comparable prepayment amounts computed for all Tax Parcels against which a special assessment has been imposed to finance other Local Improvements funded from proceeds of the Temporary Original Obligations, in each case excluding those Tax Parcels as to which the Assessment has been prepaid prior to issuance of the

Temporary Original Obligations, by (2) the principal amount of the Proforma Obligations. The Adjusted Prepayment Amount for each Tax Parcel shall be revised annually, as provided in Section 3.05(I) hereof.

(C) Following issuance of the Permanent Original Obligations, an Adjusted Prepayment Amount for each Tax Parcel, other than those Tax Parcels as to which the Assessment has been prepaid prior to issuance of the Permanent Original Obligations, shall be computed by multiplying (1) the amount computed by dividing (a) the Adjusted Prepayment Amount established herein for such Tax Parcel by (b) the sum of (i) the aggregate Adjusted Prepayment Amounts for all Tax Parcels within the Assessment Area and (ii) the aggregate comparable prepayment amounts computed for all Tax Parcels against which a special assessment has been imposed to finance other Local Improvements funded from proceeds of the Permanent Original Obligations, in each case excluding those Tax Parcels as to which the Assessment has been prepaid prior to issuance of the Permanent Original Obligations, by (2) the principal amount of the Permanent Original Obligations. The Adjusted Prepayment Amount for each Tax Parcel shall be revised annually, as provided in Section 3.05(I) hereof.

(D) Following issuance of any Refunding Obligations, a new Adjusted Prepayment Amount for each Tax Parcel, other than those Tax Parcels as to which the Assessment has been prepaid prior to issuance of such Refunding Obligations, shall be computed by multiplying (1) the amount computed by dividing (a) the Adjusted Prepayment Amount for such Tax Parcel by (b) the sum of (i) the aggregate Adjusted Prepayment Amounts for all Tax Parcels within the Assessment Area and (ii) the aggregate comparable prepayment amounts computed for all Tax Parcels against which a special assessment has been imposed to finance other Local Improvements funded from proceeds of the Obligations being refunded, in each case excluding those Tax Parcels as to which

the Assessment has been prepaid prior to issuance of such Refunding Obligations, by (2) the principal amount of such Refunding Obligations. The Adjusted Prepayment Amount for each Tax Parcel shall be revised annually, as provided in Section 3.05(I) hereof.

SECTION 3.05. COMPUTATION OF ASSESSMENTS. The annual Assessment shall be computed for each Tax Parcel that has not prepaid in the manner set forth in this Section 3.05.

(A) DEBT SERVICE AMOUNT. A "Debt Service Amount" shall be computed for each Fiscal Year in the following manner:

(1) For each Fiscal Year in which Temporary Original Obligations will be outstanding, the "Debt Service Amount" shall be computed as the amount which would be payable in respect of the Proforma Obligations in accordance with a debt service schedule prepared with principal installments equal to those established for the Proforma Obligations.

(2) Following issuance of the Permanent Original Obligations, the "Debt Service Amount" shall be computed for each Fiscal Year as the amount which would be payable in respect of the Permanent Obligations in accordance with a debt service schedule prepared under the following assumptions: (i) the principal installments equal those established in the Funding Agreement, and (ii) the Permanent Obligations bear interest at a rate one (1) percentage point in excess of actual rates; provided however, that the "Debt Service Amount" for any Fiscal Year shall not exceed the principal amount of Obligations then outstanding plus interest thereon at rates one full percentage point in excess of the actual rates.

(B) PREPAYMENT MODIFICATION FACTOR. A "Prepayment Modification

Factor" shall be computed for each Fiscal Year by dividing (1) the amount computed by subtracting (a) the sum of the Adjusted Prepayment Amounts, as of the date on which the Obligations are issued by the City, for all Tax Parcels as to which prepayment has been made following issuance of the Obligations, from (b) the total principal amount of Obligations initially issued by the City, by (2) the total principal amount of Obligations initially issued by the City and allocated to the Assessment Area.

(C) MODIFIED DEBT SERVICE AMOUNT. A "Modified Debt Service Amount" shall be computed for each Fiscal Year by multiplying (1) the Debt Service Amount by (2) the Prepayment Modification Factor.

(D) ANNUAL DEBT SERVICE FACTOR. An "Annual Debt Service Factor" shall be computed for each Fiscal Year for each Tax Parcel by dividing (1) the Adjusted Prepayment Amount for such Tax Parcel, by (2) the aggregate Adjusted Prepayment Amounts.

(E) ANNUAL DEBT SERVICE COMPONENT. The "Annual Debt Service Component" shall be computed for each Fiscal Year for each Tax Parcel by multiplying (1) the Modified Debt Service Amount, by (2) the Annual Debt Service Factor.

(F) COLLECTION COST COMPONENT. The "Collection Cost Component" shall be computed each Fiscal Year for each Tax Parcel by (1) dividing (a) the Adjusted Prepayment Amount for such Tax Parcel by (b) the sum of the aggregate Adjusted Prepayment Amounts remaining in the Assessment Area, and (2) multiplying the result by the Collection Cost.

(G) STATUTORY DISCOUNT AMOUNT. The "Statutory Discount Amount" shall be computed for each Tax Parcel as the amount allowed by law as the maximum discount for early payment of ad valorem taxes and non-ad valorem assessments, such amount to be calculated by deducting (1) the sum of (a) the Annual Debt Service Component and (b) the Collection Cost

Component, from (2) the amount computed by dividing (a) the sum of (i) the Annual Debt Service Component and (ii) the Collection Cost Component, by (b) 0.95.

(H) ASSESSMENT. The annual Assessment for each Tax Parcel shall be computed as the sum of (1) the Annual Debt Service Component, (2) the Collection Cost Component and (3) the Statutory Discount Amount.

(I) REVISION OF ADJUSTED PREPAYMENT AMOUNT. Upon certification of the Assessment Roll each Fiscal Year, the Adjusted Prepayment Amount for each Tax Parcel shall be recomputed by deducting (1) the amount computed by (a) dividing (i) the principal component of the Debt Service Amount utilized to compute the Annual Debt Service Component for the Assessment Roll by (ii) the total Debt Service Amount utilized to compute the Annual Debt Service Component for the Assessment Roll and (b) multiplying the result by the Annual Debt Service Component included on the Assessment Roll for the Tax Parcel, from (2) the Adjusted Prepayment Amount (or for the initial Assessment Roll, the Initial Prepayment Amount) utilized to compute the annual Assessment included on the Assessment Roll for such Tax Parcel.

SECTION 3.06. INITIAL PREPAYMENT OPTION.

(A) Following adoption of the Final Assessment Resolution, the City Administrator shall provide first class mailed notice to the owner of each Tax Parcel subject to the Assessment of the owner's option to prepay all future annual Assessments. On or prior to the date specified in such notice, the owner of each Tax Parcel subject to the Assessment shall be entitled to prepay all future annual Assessments, upon payment of the Initial Prepayment Amount.

(B) The amount of all prepayments made pursuant to this Section 3.06 shall be final. The City shall not be required to refund any portion of a prepayment for any reason, including if (1) the actual Capital Cost of the Water Main Replacement Project is less than the estimated Capital

Cost upon which the Initial Prepayment Amount was computed, or (2) the annual Assessments will not be imposed for the full number of years anticipated at the time of such prepayment.

SECTION 3.07. ADDITIONAL PREPAYMENT OPTION.

(A) Following the date specified in the notice provided pursuant to Section 3.06(A) hereof if the Council allows an additional prepayment opportunity in its sole discretion, the Owner of each Tax Parcel subject to the Assessments shall be entitled to prepay all future unpaid annual Assessments upon payment of an amount equal to the sum of (1) the Adjusted Prepayment Amount for such Tax Parcel, and (2) interest on the Adjusted Prepayment Amount from the most recent date to which interest on the Obligations has been paid to the next date following such prepayment on which the City can redeem Obligations after providing all notices required to redeem all or any portion of the Obligations.

(B) During any period commencing on the date the annual Assessment Roll is certified for collection pursuant to the Uniform Assessment Collection Act and ending on the next date on which unpaid ad valorem taxes become delinquent, the City may reduce the amount required to prepay the future unpaid annual Assessments for the Tax Parcel by the amount of the Assessment that has been certified for collection with respect to such Tax Parcel.

(C) The amount of all prepayments made pursuant to this Section 3.07 shall be final. The City shall not be required to refund any portion of a prepayment for any reason, including if (1) the Capital Cost of the Water Main Replacement Project is less than the amount upon which such Adjusted Prepayment Amount was computed, (2) the Project Cost is less than the amount upon which such Adjusted Prepayment amount was computed, (3) the Adjusted Prepayment Amount is reduced upon issuance of the Permanent Original Obligations, or (4) annual Assessments will not be imposed for the full number of years anticipated at the time of such

prepayment.

SECTION 3.08. MANDATORY PREPAYMENT.

(A) The owner of a Tax Parcel subject to the Assessment shall immediately prepay all future unpaid annual Assessments for such Tax Parcel if (1) the Tax Parcel is to be acquired or otherwise transferred to an entity for which Assessments cannot be collected pursuant to the Uniform Assessment Collection Act through condemnation, negotiated sale or otherwise, or (2) a tax certificate has been issued and remains outstanding in respect of the Tax Parcel and the City, at its sole option, elects to accelerate the Assessment. In the case of (1) above, the owner of the Tax Parcel prior to condemnation, sale or other transfer must notify the City at least 30 days prior to the proposed acquisition or transfer date in order to allow the City sufficient time to determine the final amount due. Failure to provide such notice shall cause an automatic acceleration of such Assessment the effective date of which is 10 days prior to the proposed acquisition or transfer date.

(B) The amount required to prepay the future unpaid annual Assessments will be equal to the sum of (1) the Adjusted Prepayment Amount for such Tax Parcel, and (2) interest on the Adjusted Prepayment Amount from the most recent date to which interest on the Obligations has been paid to the next date following such prepayment on which the City can redeem Obligations after providing all notices required to redeem all or any portion of the Obligations.

(C) During any period commencing on the date the annual Assessment Roll is certified for collection pursuant to the Uniform Assessment Collection Act and ending on the next date on which unpaid ad valorem taxes become delinquent, the City may reduce the amount required to prepay the future unpaid annual Assessments for the Tax Parcel by the amount of the Assessment that has been certified for collection with respect to such Tax Parcel.

(D) The amount of all prepayments made pursuant to this Section 3.08 shall be final.

The City shall not be required to refund any portion of a prepayment for any reason, including if (1) the Capital Cost or Project Cost of the Water Main Replacement Project is less than the amount upon which such Adjusted Prepayment Amount was computed, (2) the Adjusted Prepayment Amount is reduced upon issuance of any Permanent Original Obligations, or (3) annual Assessments will not be imposed for the full number of years anticipated at the time of such prepayment.

(E) Collection by the City of mandatory prepayments pursuant to this Section 3.08 is supplemental and in addition to any other legally available remedy the City may seek for repayment of the Assessments.

SECTION 3.09. REALLOCATION UPON FUTURE SUBDIVISION. If a Tax Parcel is subsequently subdivided, the Assessment imposed against such Tax Parcel may be reallocated among the newly created Tax Parcels upon (1) application of the owner and (2) assignment of a distinct ad valorem property tax identification number to each Tax Parcel by the Property Appraiser. However, no portion of the Assessment may be allocated to property proposed for dedication to the public or to the common use of subdivided parcels.

ARTICLE IV
GENERAL PROVISIONS

SECTION 4.01. METHOD OF COLLECTION. As provided in Section 75-59 of the Ordinance, the Assessments shall be collected pursuant to the Uniform Assessment Collection Act commencing with the Tax Bill mailed in November 2027.

SECTION 4.02. SEVERABILITY. If any clause, section or provision of this Resolution shall be declared unconstitutional or invalid for any reason or cause, the remaining portion of said Resolution shall be in full force and effect and be valid as if such invalid portion thereof had not been incorporated herein.

SECTION 4.03. CONFLICTS. This Initial Assessment Resolution shall prevail in the event of any conflicts with any other resolution of the City.

SECTION 4.04. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the City Council of the City of Bradenton, Florida, this ___ day of June, 2026.

By: _____
Gene Brown, Mayor

ATTEST:

By: _____
Tamara Melton, City Clerk (SEAL)

APPROVED AS TO FORM AND CORRECTNESS BY:

By: _____
Scott Rudacille, City Attorney

APPENDIX A

FORM OF NOTICE TO BE PUBLISHED

APPENDIX A

FORM OF NOTICE TO BE PUBLISHED

To Be Published by July 1, 2026

NOTICE OF HEARING TO IMPOSE AND PROVIDE FOR COLLECTION OF SPECIAL ASSESSMENTS

[INSERT MAP OF ASSESSMENT AREA]

Notice is hereby given that the City Council of the City of Bradenton, Florida, will conduct a public hearing to consider creation of the Ironwood Condominiums Water Assessment Area ("Assessment Area"), as shown above, and to impose special assessments against certain parcels of property located therein. The hearing will be held at 8:30 A.M., or as soon thereafter as the matter can be heard, on July 22, 2026 in the Council Chambers, City Hall, 101 Old Main Street (also known as 101 12th Street West), Bradenton, Florida, for the purpose of receiving public comment on the proposed assessment area, the imposition of the assessments, and collection of the Assessments pursuant to the Uniform Assessment Collection Act commencing with the Tax Bill to be mailed in November 2027.

All affected property owners have a right to appear at the hearing and to file written objections with the City Council within 20 days of this notice. If a person wishes to appeal any decision made by the City Council with respect to any matter considered at the hearing, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the ADA/Title VI Coordinator's office at ADACoordinator@cityofbradenton.com or (941) 932-9400, TTY: 7-1-1 or 1-800-955-8771, at least two (2) business days prior to the date of the hearing.

The Assessments will fund the design, acquisition, construction, and installation of the Water Main Replacement Project to bring the existing potable water infrastructure in the Assessment Area up to City standards as required to provide potable water service to all properties through a renewed, upgraded, properly sized and configured potable water system. The assessment for each parcel of property will be based upon the number of Equivalent Residential Units or "ERUs" on the property. An ERU is equal to the square feet of building area for the average size residential condominium unit within the Assessment Area, which is 1,000 square feet. All residential condominium units are assigned one (1) ERU plus a prorated portion of the ERUs allocated to the common elements within the condominium complex. All other properties are assigned ERUs by dividing the square footage of building area located thereon by the ERU Value of 1,000 square feet. A more specific description is set forth in the Initial Assessment Resolution adopted by the City Council on June 10, 2026. Copies of the Initial Assessment Resolution and the preliminary assessment roll are available for inspection at the office of the City Administrator at City Hall, 101 Old Main Street, Bradenton, Florida.

The proposed maximum, annual assessment is $649.34 per ERU. The assessments will be collected by the tax collector on the ad valorem tax bill in twenty (20) annual assessments, commencing in November 2027, as authorized by Section 197.3632, Florida Statutes. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title. Unless proper steps are initiated in a court of competent jurisdiction to secure relief within 20 days from the date of City Council action at the above hearing (including the method of apportionment, the rate of assessment, and the imposition of assessments), such action shall be the final adjudication of the issues presented.

If you have any questions, please contact the office of the City Administrator at (941) 932-9400, Monday through Thursday between 7:30 a.m. and 4:30 p.m. and on Friday from 7:30 a.m. to 3:30 p.m.

CITY OF BRADENTON, FLORIDA

APPENDIX B

FORM OF NOTICE TO BE MAILED

APPENDIX B
FORM OF NOTICE TO BE MAILED

July 1, 2026

[Property Owner Name]
[Street Address]
[City, State and zip]

Re: Parcel Control Number [Insert Number]
Ironwood Condominiums Assessment Area

CITY OF BRADENTON

NOTICE OF PUBLIC HEARING FOR ADOPTION OF THE IRONWOODS CONDOMINIUMS WATER MAIN REPLACEMENT PROJECT SPECIAL ASSESSMENT PROGRAM

NOTICE DATE: JULY 1, 2026

*****THIS IS NOT A BILL*****

Dear Property Owner:

As required by section 197.3632, Florida Statutes, and the direction of the City Council of the City of Bradenton, notice is given that an annual special assessment to fund the design, acquisition, construction, and installation of a Water Main Replacement Project using the tax bill collection method may be levied on your property contained within the Ironwoods Condominiums Water Assessment Area. The use of an annual special assessment to fund improvements benefiting property located within the assessment area is a fair, efficient and effective means of funding these improvements, which are needed to bring the existing potable water infrastructure up to City standards to provide potable water service to all properties through a renewed, upgraded, properly sized and configured potable water system.

The assessment for your property will be based upon the number of Equivalent Residential Units or "ERUs" assigned to the property. An ERU is equal to the square feet of building area for the average size residential condominium unit within the Assessment Area, which is 1,000 square feet. All residential condominium units are assigned one (1) ERU plus a prorated portion of the ERUs allocated to the common elements within the condominium complex. All other properties are assigned ERUs by dividing the square footage of building area located thereon by the ERU Value of 1,000 square feet. A more specific description is set forth in the Initial Assessment Resolution adopted by the City Council on June 10, 2026. Copies of the Initial Assessment Resolution and the preliminary assessment roll are available for inspection at the office of the City Administrator at City Hall, 101 Old Main Street, Bradenton, Florida. Information relating to the assessment for the above Tax Parcel is included on the last page of this notice.

The City intends to obtain a bank loan to finance this Water Main Replacement Project. This will permit the cost attributable to your property to be amortized over a period of twenty (20) years. However, you may choose to prepay your assessment in full and avoid the additional interest, financing, collection, administrative, and statutory discount costs. **Please do not send payment now.** If the assessments are imposed, you will receive a separate notice of the date and place for payment. If you do not choose to prepay, your annual Assessment will be increased to include your share of financing costs and interest plus annual administrative costs, collection costs, and statutory discount costs.

The total assessment revenue to be collected within the Ironwoods Condominiums Water Assessment Area is estimated to be $4,288,258.00. Annual assessments will be payable for twenty (20) years; however, if there are no significant defaults in payment of the assessments, the last loan payment may be made from any reserve accounts funded by the loan. The City intends to include annual assessments on your ad valorem tax bill. Failure to pay your assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

The City Council will hold a public hearing at 8:30 A.M., or as soon thereafter as the matter can be heard, on July 22, 2026 in the Council Chambers, City Hall, 101 Old Main Street (also known as 101 12th Street West), Bradenton, Florida, for the purpose of receiving public comment on the proposed assessment area, the imposition of the assessments, and collection of the Assessments pursuant to the Uniform Assessment Collection Act commencing with the Tax Bill to be mailed in November 2027. You and all other affected property owners are invited to attend and participate in the public hearing or to file written objections with the City Council within 20 days of this notice. If you decide to appeal any decision made by the City Council with respect to any matter considered at the hearing, you will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made. In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the ADA/Title VI Coordinator's office at ADACoordinator@cityofbradenton.com or (941) 932-9400, TTY: 7-1-1 or 1-800-955-8771, at least two (2) business days prior to the date of the hearing.

Unless proper steps are initiated in a court of competent jurisdiction to secure relief within 20 days from the date of City Council action at the above hearing (including the method of apportionment, the rate of assessment, and the imposition of assessments), such action shall be the final adjudication of the issues presented.

If there is a mistake on this notice, it will be corrected. If you have any questions, please contact the office of the City Administrator at (941) 932-9400, Monday through Thursday between 7:30 a.m. and 4:30 p.m. and on Friday from 7:30 a.m. to 3:30 p.m.

CITY OF BRADENTON, FLORIDA

*****THIS IS NOT A BILL*****

*** * * * * SEND NO MONEY NOW. THIS IS NOT AN INVOICE * * * * ***

IRONWOOD CONDOMINIUMS WATER ASSESSMENT AREA

[Property Owner Name]
Tax Parcel Number [Insert Number]

Total number of ERUs attributed to property:	[Insert Number]
Initial prepayment amount (excludes financing cost):	$[Insert Amount]
Adjusted prepayment amount (includes financing cost):	$[Insert Amount]
Number of annual payments:	20
Maximum annual assessment:	$[Insert Amount]
Expected date of first bill:	November 2027
Total amount of annual payments:	$[Insert Amount]
Expected date of last bill:	November 2046

_____

*** * * * * SEND NO MONEY NOW. THIS IS NOT AN INVOICE * * * * ***

APPENDIX C

DESCRIPTION OF TAX PARCELS LOCATED IN THE IRONWOOD CONDOMINIUMS WATER ASSESSMENT AREA

PARCEL ID LIST AND MAP

Description	PARCEL_ID	SITUS_ADDRESS	MAIL_ADDR1	MAIL_CITY	MAIL_ STATE	MAIL_ZIP
Ironwood First	5096400311	4480 IRONWOOD CIR APT 210A	4480 IRONWOOD CIR UNIT 210A	BRADENTON	FL	34209-6875
Ironwood First	5096400469	4480 IRONWOOD CIR APT 307A	4790 140TH AVE N	CLEARWATER	FL	33762
Ironwood First	5096400147	4480 IRONWOOD CIR APT 111A	4480 IRONWOOD CIR APT 111A	BRADENTON	FL	34209-6802
Ironwood First	5096400626	4200 IRONWOOD CIR APT 105B	8126 MARIAVILLE RD	DELANSON	NY	12053
Ironwood First	5096400691	4200 IRONWOOD CIR UNIT 204B	16022 STARLING CROSSING DR	LITHIA	FL	33547
Ironwood First	5096400600	4200 IRONWOOD CIR APT 103B	4200 IRONWOOD CIR APT 103B	BRADENTON	FL	34209
Ironwood First	5096400725	4200 IRONWOOD CIR APT 207B	4200 IRONWOOD CIR APT 207B	BRADENTON	FL	34209
Ironwood First	5096400212	4480 IRONWOOD CIR APT 118A	4480 IRONWOOD CIR APT 118A	BRADENTON	FL	34209-6874
Ironwood First	5096400584	4200 IRONWOOD CIR APT 101B	4200 IRONWOOD CIR APT 101B	BRADENTON	FL	34209-6804
Ironwood First	5096400758	4200 IRONWOOD CIR UNIT 302B	4200 IRONWOOD CIR UNIT 302B	BRADENTON	FL	34209-6898
Ironwood First	5096400105	4480 IRONWOOD CIR APT 107A	4480 IRONWOOD CIR APT 107A	BRADENTON	FL	34209
Ironwood First	5096400485	4480 IRONWOOD CIR APT 309A	6902 15TH AVENUE DR W	BRADENTON	FL	34209
Ironwood First	5096400543	4480 IRONWOOD CIR APT 315A	4480 IRONWOOD CIR UNIT 315A	BRADENTON	FL	34209
Ironwood First	5096400444	4480 IRONWOOD CIR APT 305A	7489 ELEANOR CIR	SARASOTA	FL	34243-4549
Ironwood First	5096400238	4480 IRONWOOD CIR APT 202A	4480 IRONWOOD CIR APT 202	BRADENTON	FL	34209-6874
Ironwood First	5096400378	4480 IRONWOOD CIR APT 216A	284 WEST SHORE DR	MASSAPEQUA	NY	11758
Ironwood First	5096400303	4480 IRONWOOD CIR UNIT 209A	4480 IRONWOOD CIR UNIT 209A	BRADENTON	FL	34209
Ironwood First	5096400618	4200 IRONWOOD CIR APT 104B	4527 PARK LAKE TER S	BRADENTON	FL	34209
Ironwood First	5096400352	4480 IRONWOOD CIR APT 214A	1152 PACKARD RD	COVINGTON	PA	16917-9665
Ironwood First	5096400659	4200 IRONWOOD CIR APT 108B	10 LAUREL CT	SEEKONK	MA	02771-3616
Ironwood First	5096400774	4200 IRONWOOD CIR APT 304B	4200 IRONWOOD CIR APT 304B	BRADENTON	FL	34209-6872
Ironwood First	5096400279	4480 IRONWOOD CIR APT 206A	320 HULLS HILL RD	SOUTHBURY	CT	06488
Ironwood First	5096400428	4480 IRONWOOD CIR APT 303A	4480 IRONWOOD CIR 303A	BRADENTON	FL	34209-6876
Ironwood First	5096400139	4480 IRONWOOD CIR APT 110A	42 BRIGHTON PATH	HUDSON	WI	54016-7785
Ironwood First	5096400287	4480 IRONWOOD CIR APT 207A	4480 IRONWOOD CIR 207A	BRADENTON	FL	34209-6874
Ironwood First	5096400360	4480 IRONWOOD CIR APT 215A	4480 IRONWOOD CIR 215A	BRADENTON	FL	34209-6875
Ironwood First	5096400253	4480 IRONWOOD CIR APT 204A	10315 CORTEZ RD W # 14H	BRADENTON	FL	34210-1600
Ironwood First	5096400030	4480 IRONWOOD CIR	4301 32ND ST W	BRADENTON	FL	34205
Ironwood First	5096400402	4480 IRONWOOD CIR APT 301A	7 ROLLING HILL RD	BILLERICA	MA	01821
Ironwood First	5096400048	4480 IRONWOOD CIR APT 101A	369 LAKE CATHERINE CT	CROSSVILLE	TN	38558-7898
Ironwood First	5096400550	4480 IRONWOOD CIR APT 316A	4480 IRONWOOD CIR APT 316A	BRADENTON	FL	34209-6803
Ironwood First	5096400816	4200 IRONWOOD CIR UNIT 308B	3216 TAYLOR CREEK DR	TAYLOR MILL	KY	41015-2291
Ironwood First	5096400634	4200 IRONWOOD CIR UNIT 106B	4200 IRONWOOD CIR UNIT 106B	BRADENTON	FL	34209
Ironwood First	5096400592	4200 IRONWOOD CIR APT 102B	624 EVERGREEN DR	DOVER	OH	44622-1304
Ironwood First	5096400667	4200 IRONWOOD CIR APT 201B	4320 KIMMERIDGE RD	GREENSBORO	NC	27406-9303
Ironwood First	5096400329	4480 IRONWOOD CIR APT 211A	4480 IRONWOOD CIR APT 211A	BRADENTON	FL	34209
Ironwood First	5096400576	4480 IRONWOOD CIR UNIT 318A	4480 IRONWOOD CIR UNIT 318A	BRADENTON	FL	34209-8602
Ironwood First	5096400162	4480 IRONWOOD CIR APT 113A	4480 IRONWOOD CIR APT 113A	BRADENTON	FL	34209
Ironwood First	5096400204	4480 IRONWOOD CIR UNIT 117A	7777 MANDERVILLE LN APT 1029	DALLAS	TX	75231-1181
Ironwood First	5096400493	4480 IRONWOOD CIR APT 310A	4480 IRONWOOD CIR APT 310A	BRADENTON	FL	34209
Ironwood First	5096400535	4480 IRONWOOD CIR APT 314A	4480 IRONWOOD CIR APT 314A	BRADENTON	FL	34209
Ironwood First	5096400733	4200 IRONWOOD CIR APT 208B	2257 SPOKANE AVE	PITTSBURGH	PA	15210

Ironwood First	5096400170	4480 IRONWOOD CIR APT 114A	4605 10TH ST	SARASOTA	FL	34232
Ironwood First	5096400196; 5096400782	4480 IRONWOOD CIR APT 116A; 4200 IRONWOOD CIR APT 305B	8848 17TH AVENUE CIR NW	BRADENTON	FL	34209-8158
Ironwood First	5096400808	4200 IRONWOOD CIR APT 307B	4200 IRONWOOD CIR APT 307B	BRADENTON	FL	34205
Ironwood First	5096400055	4480 IRONWOOD CIR APT 102A	4200 IRONWOOD CIRCLE APT NO B-307	BRADENTON	FL	34205
Ironwood First	5096400642	4200 IRONWOOD CIR APT 107B	2226 FOREST GLEN DR	WEST BLOOMFIELD	MI	48324
Ironwood First	5096400220	4480 IRONWOOD CIR APT 201A	4480 IRONWOOD CIR UNIT 201A	BRADENTON	FL	34209
Ironwood First	5096400113	4480 IRONWOOD CIR UNIT 108A	4480 IRONWOOD CIR 108A	BRADENTON	FL	34209-8602
Ironwood First	5096400741	4200 IRONWOOD CIR APT 301B	4200 IRONWOOD CIR APT 301B	BRADENTON	FL	34209
Ironwood First	5096400675	4200 IRONWOOD CIR APT 202B	1121 MELODY LN	ALEXANDRIA	MN	56308
Ironwood First	5096400790	4200 IRONWOOD CIR APT 306B	601 E 15TH AVE	COAL VALLEY	IL	61240
Ironwood First	5096400568	4480 IRONWOOD CIR APT 317A	7902 HAVEN HARBOUR WAY	BRADENTON	FL	34212
Ironwood First	5096400154	4480 IRONWOOD CIR APT 112A	18910 MALLARD CV	CLEVELAND	OH	44130
Ironwood First	5096400410	4480 IRONWOOD CIR APT 302A	3912 FARM GARDEN CT	BRADENTON	FL	34211-1380
Ironwood First	5096400261	4480 IRONWOOD CIR APT 205A	PO BOX 10116	BRADENTON	FL	34282
Ironwood First	5096400063	4480 IRONWOOD CIR APT 103A	BOX R	KNOX	PA	16232
Ironwood First	5096400089	4480 IRONWOOD CIR APT 105A	4480 IRONWOOD CIR APT 105A	BRADENTON	FL	34209
Ironwood First	5096400071	4480 IRONWOOD CIR APT 104A	4480 IRONWOOD CIR APT 104A	BRADENTON	FL	34209
Ironwood First	5096400246	4480 IRONWOOD CIR APT 203A	4480 IRONWOOD CIR APT 104	BRADENTON	FL	34209
Ironwood First	5096400386	4480 IRONWOOD CIR UNIT 217A	43 BEAUDRY WAY	SOUTHBRIDGE	MA	01550
Ironwood First	5096400295	4480 IRONWOOD CIR APT 208A	4480 IRONWOOD CIR 208A	BRADENTON	FL	34209-6874
Ironwood First	5096400717	4200 IRONWOOD CIR APT 206B	4200 IRONWOOD CIR APT 206B	BRADENTON	FL	34209
Ironwood First	5096400501	4480 IRONWOOD CIR APT 311A	4480 IRONWOOD CIR APT 311A	BRADENTON	FL	34209
Ironwood First	5096400709	4200 IRONWOOD CIR APT 205B	4200 IRONWOOD CIR UNIT 205B	BRADENTON	FL	34209
Ironwood First	5096400683	4200 IRONWOOD CIR APT 203B	4200 IRONWOOD CIR APT 203B	BRADENTON	FL	34209
Ironwood First	5096400527	4480 IRONWOOD CIR APT 313A	4480 IRONWOOD CIR APT 313A	BRADENTON	FL	34209
Ironwood First	5096400436	4480 IRONWOOD CIR APT 304A	4480 IRONWOOD CIR 304A	BRADENTON	FL	34209-6876
Ironwood First	5096400519	4480 IRONWOOD CIR APT 312A	71 OVERLOOK RD	WHITE PLAINS	NY	10605-2522
Ironwood First	5096400337	4480 IRONWOOD CIR APT 212A	4480 IRONWOOD CIR APT 212A	BRADENTON	FL	34209
Ironwood First	5096400097	4480 IRONWOOD CIR APT 106A	4480 IRONWOOD CIR # 106A	BRADENTON	FL	34209
Ironwood First	5096400345	4480 IRONWOOD CIR APT 213A	205 OLD LANCASTER RD	SUDBURY	MA	01776-2209
Ironwood First	5096400451	4480 IRONWOOD CIR APT 306A	2605 NIGHTINGALE LN	BRADENTON	FL	34209
Ironwood First	5096400766	4200 IRONWOOD CIR APT 303B	4200 IRONWOOD CIR APT 303B	BRADENTON	FL	34209-6872
Ironwood First	5096400188	4480 IRONWOOD CIR APT 115A	4480 IRONWOOD CIR APT 115	BRADENTON	FL	34209-6802
Ironwood First	5096400121	4480 IRONWOOD CIR APT 109A	4480 IRRONWOOD CIR APT 109A	BRADENTON	FL	34209-8158
Ironwood First	5096400477	4480 IRONWOOD CIR UNIT 308A	21 PINECONE DR	OLD ORCHARD BEACH	ME	04064
Ironwood First	5096400394	4480 IRONWOOD CIR APT 218A	1540 GLEN OAKS DR E #B222	SARASOTA	FL	34232
Ironwood Second	5096403141	4080 IRONWOOD CIR APT 204C	201 BRIGHTON 1ST RD # 3J	BROOKLYN	NY	11235
Ironwood Second	5096403232	4080 IRONWOOD CIR APT 305C	3001 VEAZEY TER NW # 1607	WASHINGTON	DC	20008
Ironwood Second	5096403380	4080 IRONWOOD CIR APT 504C	4080 IRONWOOD CIR 504C	BRADENTON	FL	34209
Ironwood Second	5096403034	4080 IRONWOOD CIR APT 101C	4080 IRONWOOD CIR APT 101C	BRADENTON	FL	34209
Ironwood Second	5096403315	4080 IRONWOOD CIR APT 405C	PO BOX 2713	DOUGLAS	MI	49406
Ironwood Second	5096403190	4080 IRONWOOD CIR APT 301C	103 CHERRY HILL DR	GEORGETOWN	KY	40324
Ironwood Second	5096403281	4080 IRONWOOD CIR APT 402C	105 RIDGEFIELD CRES			K2H 6T4
Ironwood Second	5096403240	4080 IRONWOOD CIR APT 306C	2926 26TH AVE W	BRADENTON	FL	34209
Ironwood Second	5096403224	4080 IRONWOOD CIR UNIT 304C	4080 IRONWOOD CIR UNIT 304C	BRADENTON	FL	34209
Ironwood Second	5096403356	4080 IRONWOOD CIR APT 501C	4080 IRONWOOD CIR 501C	BRADENTON	FL	34209-6821
Ironwood Second	5096403349	4080 IRONWOOD CIR APT 408C	4080 IRONWOOD CIR 408C	BRADENTON	FL	34209-6821

Ironwood Second	5096403042	4080 IRONWOOD CIR APT 102C	4080 IRONWOOD CIR 102C	BRADENTON	FL	34209-6817
Ironwood Second	5096403133	4080 IRONWOOD CIR APT 203C	4080 IRONWOOD CIR APT 203C	BRADENTON	FL	34209-6818
Ironwood Second	5096403174	4080 IRONWOOD CIR APT 207C	303 COMPASS POINT DR	BRADENTON	FL	34209
Ironwood Second	5096403331	4080 IRONWOOD CIR APT 407C	185 WAKEFIELD DR	SHARPSVILLE	PA	16150-1414
Ironwood Second	5096403091	4080 IRONWOOD CIR APT 107C	485 ROOSEVELT AVE	BENNETT	CO	80102
Ironwood Second	5096403216	4080 IRONWOOD CIR APT 303C	825 DOGWOOD LN	SOUTHOLD	NY	11971-3661
Ironwood Second	5096403323	4080 IRONWOOD CIR UNIT 406C	13462 N 93RD PL	SCOTTSDALE	AZ	85260
Ironwood Second	5096403265	4080 IRONWOOD CIR APT 308C	30809 56TH AVE	PAW PAW	MI	49079
Ironwood Second	5096403026	4080 IRONWOOD CIR	4301 32ND ST W	BRADENTON	FL	34205
Ironwood Second	5096403422	4080 IRONWOOD CIR UNIT 508C	4080 IRONWOOD CIR UNIT 508	BRADENTON	FL	34209
Ironwood Second	5096403158	4080 IRONWOOD CIR APT 205C	4080 IRONWOOD CIR 205C	BRADENTON	FL	34209-6818
Ironwood Second	5096403372	4080 IRONWOOD CIR APT 503C	3651 S SHORE DR	LUPTON	MI	48635
Ironwood Second	5096403059	4080 IRONWOOD CIR APT 103C	9 FLATWOOD CT	ALEXANDRIA	KY	41001-4307
Ironwood Second	5096403398	4080 IRONWOOD CIR APT 505C	4080 IRONWOOD CIR 505C	BRADENTON	FL	34209-6821
Ironwood Second	5096403257	4080 IRONWOOD CIR APT 307C	4080 IRONWOOD CIR APT 307	BRADENTON	FL	34209-6819
Ironwood Second	5096403273	4080 IRONWOOD CIR APT 401C	403 LYNNBROOK DR	YOUNGSTOWN	NY	14174-1407
Ironwood Second	5096403067	4080 IRONWOOD CIR APT 104C	5012 20TH AVE W	BRADENTON	FL	34209
Ironwood Second	5096403125	4080 IRONWOOD CIR UNIT 202C	4080 IRONWOOD CIR UNIT 202C	BRADENTON	FL	34209
Ironwood Second	5096403299	4080 IRONWOOD CIR APT 403C	4080 IRONWOOD CIR APT 403C	BRADENTON	FL	34209-6819
Ironwood Second	5096403075	4080 IRONWOOD CIR APT 105C	4080 IRONWOOD CIR # 105C	BRADENTON	FL	34209
Ironwood Second	5096403109	4080 IRONWOOD CIR APT 108C	1060 S OXFORD RD	GROSSE POINTE WOODS	MI	48236-1816
Ironwood Second	5096403182	4080 IRONWOOD CIR APT 208C	7489 FIELD BAY AVE	KALAMAZOO	MI	49009-4060
Ironwood Second	5096403083	4080 IRONWOOD CIR APT 106C	4080 IRONWOOD CIR APT 106	BRADENTON	FL	34209-6817
Ironwood Second	5096403364	4080 IRONWOOD CIR APT 502C	NUSSALLEE 23A			
Ironwood Second	5096403208	4080 IRONWOOD CIR APT 302C	313 COUNTRY CLUB BLVD	BATTLE CREEK	MI	49015
Ironwood Second	5096403307	4080 IRONWOOD CIR APT 404C	105 COLD SPRINGS RD	SARATOGA SPRINGS	NY	12866-7306
Ironwood Second	5096403414	4080 IRONWOOD CIR APT 507C	80 VICEROY			J0V 1V0
Ironwood Second	5096403406	4080 IRONWOOD CIR APT 506C	17587 W WARREN AVE	WILDWOOD	IL	60030
Ironwood Second	5096403117	4080 IRONWOOD CIR APT 201C	4080 IRONWOOD CIR 201C	BRADENTON	FL	34209-6817
Ironwood Second	5096403166	4080 IRONWOOD CIR APT 206C	4080 IRONWOOD CIR UNIT 206-C	BRADENTON	FL	34209
Ironwood Third	5096405153	4440 IRONWOOD CIR APT 204D	303 167TH BLVD NE	BRADENTON	FL	34212-5561
Ironwood Third	5096405195	4440 IRONWOOD CIR APT 208D	4440 IRONWOOD CIR APT 208D	BRADENTON	FL	34209
Ironwood Third	5096405120	4440 IRONWOOD CIR APT 201D	4440 IRONWOOD CIR 201D	BRADENTON	FL	34210-6808
Ironwood Third	5096405328	4440 IRONWOOD CIR APT 401D	4440 IRONWOOD CIR UNIT 401D	BRADENTON	FL	34209
Ironwood Third	5096405310	4440 IRONWOOD CIR APT 310D	4440 IRONWOOD CIR APT 310D	BRADENTON	FL	34209
Ironwood Third	5096405278	4440 IRONWOOD CIR APT 306D	1808 WALMONT RD	JACKSON	MI	49203-5223
Ironwood Third	5096405401	4440 IRONWOOD CIR APT 409D	4440 IRONWOOD CIRCLE APT 409D	BRADENTON	FL	34209
Ironwood Third	5096405088	4440 IRONWOOD CIR APT 107D	4440 IRONWOOD CIRCLE 107D	BRADENTON	FL	34209-8034
Ironwood Third	5096405039	4440 IRONWOOD CIR APT 102D	4440 IRONWOOD CIR 102D	BRADENTON	FL	34209-6807
Ironwood Third	5096405351	4440 IRONWOOD CIR APT 404D	4440 IRONWOOD CIR APT 404D	BRADENTON	FL	34209
Ironwood Third	5096405419	4440 IRONWOOD CIR APT 410D	3880 IRONWOOD LANE 201E	BRADENTON	FL	34209
Ironwood Third	5096405393	4440 IRONWOOD CIR APT 408D	4440 IRONWOOD CIR APT 408D	BRADENTON	FL	34209
Ironwood Third	5096405245	4440 IRONWOOD CIR APT 303D	4440 IRONWOOD CIR 303D	BRADENTON	FL	34209-6809
Ironwood Third	5096405286	4440 IRONWOOD CIR APT 307D	4440 IRONWOOD CIR 307D	BRADENTON	FL	34209-6810
Ironwood Third	5096405047	4440 IRONWOOD CIR APT 103D	284 W SHORE DR	MASSAPEQUA	NY	11758-8228
Ironwood Third	5096405161	4440 IRONWOOD CIR APT 205D	12130 12TH AVE E	BRADENTON	FL	34212
Ironwood Third	5096405369	4440 IRONWOOD CIR APT 405D	4102 33RD AVENUE DR W	BRADENTON	FL	34205
Ironwood Third	5096405112	4440 IRONWOOD CIR APT 110D	4440 IRONWOOD CIR 110D	BRADENTON	FL	34209-6808

Ironwood Third	5096405443	4440 IRONWOOD CIR APT 503D	4440 IRONWOOD CIR 503D	BRADENTON	FL	34209
Ironwood Third	5096405385	4440 IRONWOOD CIR APT 407D	3790 PINEBROOK CIR APT 204	BRADENTON	FL	34209-8051
Ironwood Third	5096405179	4440 IRONWOOD CIR APT 206D	4440 IRONWOOD CIR APT 206D	BRADENTON	FL	34209
Ironwood Third	5096405054	4440 IRONWOOD CIR APT 104D	4440 IRONWOOD CIR APT 104D	BRADENTON	FL	34209
Ironwood Third	5096405013	4440 IRONWOOD CIR	PO BOX 14663	BRADENTON	FL	34280
Ironwood Third	5096405377	4440 IRONWOOD CIR APT 406D	4206 32ND AVE W	BRADENTON	FL	34205
Ironwood Third	5096405211	4440 IRONWOOD CIR APT 210D	4440 IRONWOOD CIR APT 210-D	BRADENTON	FL	34209
Ironwood Third	5096405062; 5096405294	4440 IRONWOOD CIR APT 105D; 4440 IRONWOOD CIR APT 308D	4440 IRONWOOD CIR 105D	BRADENTON	FL	34209-6807
Ironwood Third	5096405252	4440 IRONWOOD CIR APT 304D	24 PUTNAM RD	HOLDEN	MA	01520
Ironwood Third	5096405484	4440 IRONWOOD CIR APT 507D	4440 IRONWOOD CIR UNIT 507D	BRADENTON	FL	34209
Ironwood Third	5096405450	4440 IRONWOOD CIR APT 504D	5012 20TH AVE W	BRADENTON	FL	34209
Ironwood Third	5096405021; 5096405344	4440 IRONWOOD CIR APT 101D; 4440 IRONWOOD CIR UNIT 403D	8848 17TH AVENUE CIR NW	BRADENTON	FL	34209-8158
Ironwood Third	5096405070	4440 IRONWOOD CIR APT 106D	4440 IRONWOOD CIR APT 106D	BRADENTON	FL	34209
Ironwood Third	5096405500	4440 IRONWOOD CIR APT 509D	230 ELM ST	HOPKINS	MI	49328
Ironwood Third	5096405260	4440 IRONWOOD CIR UNIT 305D	116 PERKINS ST	MELROSE	MA	02176-2112
Ironwood Third	5096405104	4440 IRONWOOD CIR APT 109D	4440 IRONWOOD CIR 109D	BRADENTON	FL	34209-6808
Ironwood Third	5096405435	4440 IRONWOOD CIR UNIT 502D	4440 IRONWOOD CIR UNIT 502D	BRADENTON	FL	34209-8600
Ironwood Third	5096405336	4440 IRONWOOD CIR APT 402D	18 MAGAZINE RD	WILMINGTON	MA	01887
Ironwood Third	5096405203	4440 IRONWOOD CIR APT 209D	4512 2ND AVE NW	BRADENTON	FL	34209
Ironwood Third	5096405302	4440 IRONWOOD CIR APT 309D	4440 IRONWOOD CIR APT 309D	BRADENTON	FL	34209-6810
Ironwood Third	5096405492	4440 IRONWOOD CIR APT 508D	4440 IRONWOOD CIR APT 508D	BRADENTON	FL	34209
Ironwood Third	5096405427	4440 IRONWOOD CIR APT 501D	4440 IRONWOOD CIR UNIT 501D	BRADENTON	FL	34209
Ironwood Third	5096405468	4440 IRONWOOD CIR APT 505D	4440 IRONWOOD CIR 505D	BRADENTON	FL	34209-6873
Ironwood Third	5096405237	4440 IRONWOOD CIR APT 302D	4440 IRONWOOD CIR 302D	BRADENTON	FL	34209-6892
Ironwood Third	5096405518	4440 IRONWOOD CIR UNIT 510D	6377 POWELL RD	PARKER	CO	80134-5621
Ironwood Third	5096405096	4440 IRONWOOD CIR UNIT 108D	4711 21ST AVENUE WEST	BRADENTON	FL	34209
Ironwood Third	5096405229	4440 IRONWOOD CIR APT 301D	2701 RIVERVIEW BLVD	BRADENTON	FL	34205
Ironwood Third	5096405138	4440 IRONWOOD CIR APT 202D	4440 IRONWOOD CIRCLE APT 202D	BRADENTON	FL	34209
Ironwood Third	5096405187	4440 IRONWOOD CIR UNIT 207D	4440 IRONWOOD CIR UNIT 207D	BRADENTON	FL	34209
Ironwood Third	5096405476	4440 IRONWOOD CIR APT 506D	4440 IRONWOOD CIR 506D	BRADENTON	FL	34209-6873
Ironwood Third	5096405146	4440 IRONWOOD CIR APT 203D	4440 IRONWOOD CIRCLE APT 203D	BRADENTON	FL	34209-6808
Ironwood Fourth	5096407159	3880 IRONWOOD LN APT 206E	945 KENNELY RD UNIT I140	SAGINAW	MI	48609-6745
Ironwood Fourth	5096407266	3880 IRONWOOD LN APT 401E	3880 IRONWOOD LN UNIT 401E	BRADENTON	FL	34209
Ironwood Fourth	5096407225	3880 IRONWOOD LN APT 305E	3880 IRONWOOD LN #305E	BRADENTON	FL	34209
Ironwood Fourth	5096407118	3880 IRONWOOD LN UNIT 202E	3198 CHURCH ST	SAGINAW	MI	48604
Ironwood Fourth	5096407035	3880 IRONWOOD LN APT 102E	3880 IRONWOOD LN APT 102	BRADENTON	FL	34209-6830
Ironwood Fourth	5096407407	3880 IRONWOOD LN APT 507E	3880 IRONWOOD LN APT 507E	BRADENTON	FL	34209
Ironwood Fourth	5096407415	3880 IRONWOOD LN UNIT 508E	3880 IRONWOOD LN 508E	BRADENTON	FL	34209-8606
Ironwood Fourth	5096407084	3880 IRONWOOD LN APT 107E	3880 IRONWOOD LN UNIT 107E	BRADENTON	FL	34209
Ironwood Fourth	5096407076	3880 IRONWOOD LN APT 106E	3880 IRONWOOD LN UNIT 106E	BRADENTON	FL	34209
Ironwood Fourth	5096407258	3880 IRONWOOD LN APT 308E	14759 W DIANE DR	CAMDEN	MI	49232
Ironwood Fourth	5096407050	3880 IRONWOOD LN APT 104E	3880 IRONWOOD LN APT 104E	BRADENTON	FL	34209-6830
Ironwood Fourth	5096407241	3880 IRONWOOD LN APT 307E	3880 IRONWOOD LN UNIT 307E	BRADENTON	FL	34209
Ironwood Fourth	5096407274	3880 IRONWOOD LN APT 402E	108 BRIDGEWATER DR	OAKDALE	PA	15071
Ironwood Fourth	5096407100	3880 IRONWOOD LN APT 201E	3880 IRONWOOD LN APT 201E	BRADENTON	FL	34209
Ironwood Fourth	5096407068	3880 IRONWOOD LN APT 105E	3880 IRONWOOD LN 105E	BRADENTON	FL	34209-6830
Ironwood Fourth	5096407092	3880 IRONWOOD LN APT 108E	3880 IRONWOOD LN 108E	BRADENTON	FL	34209-6830
Ironwood Fourth	5096407043	3880 IRONWOOD LN APT 103E	2604 5TH ST NW	MINOT	ND	58703-0710

Ironwood Fourth	5096407126	3880 IRONWOOD LN APT 203E	3880 IRONWOOD LN 203E	BRADENTON	FL	34209-6829
Ironwood Fourth	5096407027	3880 IRONWOOD LN APT 101E	151 EAST HILTON AVE	REDLANDS	CA	92373
Ironwood Fourth	5096407290	3880 IRONWOOD LN APT 404E	3880 IRONWOOD LN UNIT 404E	BRADENTON	FL	34209
Ironwood Fourth	5096407142	3880 IRONWOOD LN APT 205E	11037 E 26TH AVE	DENVER	CO	80238-3237
Ironwood Fourth	5096407175	3880 IRONWOOD LN APT 208E	3880 IRONWOOD LN UNIT 208E	BRADENTON	FL	34209
Ironwood Fourth	5096407209	3880 IRONWOOD LN APT 303E	3880 IRONWOOD LN 303E	BRADENTON	FL	34209-6829
Ironwood Fourth	5096407019	3880 IRONWOOD LN	PO BOX 14663	BRADENTON	FL	34280
Ironwood Fourth	5096407316	3880 IRONWOOD LN UNIT 406E	3880 IRONWOOD LN UNIT 406E	BRADENTON	FL	34209
Ironwood Fourth	5096407183	3880 IRONWOOD LN APT 301E	3880 IRONWOOD LN APT 301E	BRADENTON	FL	34209
Ironwood Fourth	5096407381	3880 IRONWOOD LN APT 505E	431 W CROZIER RD	BOYNE CITY	MI	49712-9782
Ironwood Fourth	5096407324	3880 IRONWOOD LN APT 407E	3880 IRONWOOD LN 407E	BRADENTON	FL	34209
Ironwood Fourth	5096407167	3880 IRONWOOD LN APT 207E	3880 IRONWOOD LN APT 207E	BRADENTON	FL	34209-6829
Ironwood Fourth	5096407332	3880 IRONWOOD LN APT 408E	5450 KAYE ST STE 708			B3K 0G7
Ironwood Fourth	5096407233	3880 IRONWOOD LN APT 306E	900 PALMER DR UNIT 1H	BRONXVILLE	NY	10708
Ironwood Fourth	5096407217	3880 IRONWOOD LN UNIT 304E	3880 IRONWOOD LN UNIT 304E	BRADENTON	FL	34209
Ironwood Fourth	5096407399	3880 IRONWOOD LN APT 506E	3880 IRONWOOD LN APT 506E	BRADENTON	FL	34209
Ironwood Fourth	5096407191	3880 IRONWOOD LN APT 302E	1653 MULDER DR	MUSKEGON	MI	49445-2333
Ironwood Fourth	5096407365	3880 IRONWOOD LN APT 503E	795 EDGEMERE DR	ROCHESTER	NY	14612-1723
Ironwood Fourth	5096407282	3880 IRONWOOD LN APT 403E	51 BUCKINGHAM DR	YORKTOWN HEIGHTS	NY	10598
Ironwood Fourth	5096407373	3880 IRONWOOD LN APT 504E	3880 IRONWOOD LN 504E	BRADENTON	FL	34209-6833
Ironwood Fourth	5096407134	3880 IRONWOOD LN APT 204E	3880 IRONWOOD LN 204E	BRADENTON	FL	34209
Ironwood Fourth	5096407308	3880 IRONWOOD LN APT 405E	3880 IRONWOOD LN APT 405E	BRADENTON	FL	34209-6831
Ironwood Fourth	5096407357	3880 IRONWOOD LN APT 502E	3880 IRONWOOD LN APT 502E	BRADENTON	FL	34209-6833
Ironwood Fourth	5096407340	3880 IRONWOOD LN APT 501E	41 BRIDGETOWN BEND	CORONADO	CA	92118-3262
Ironwood Fifth	5096407589	4040 IRONWOOD CIR APT 304F	434 UNQUA RD	MASSAPEQUA	NY	11758
Ironwood Fifth	5096407621	4040 IRONWOOD CIR APT 402F	4040 IRONWOOD CIR APT 402-F	BRADENTON	FL	34209
Ironwood Fifth	5096407464	4040 IRONWOOD CIR APT 104F	8276 SHADY PINE DR	CINCINNATI	OH	45255
Ironwood Fifth	5096407522	4040 IRONWOOD CIR APT 204F	31 DAISY LN	RAYNHAM	MA	02767
Ironwood Fifth	5096407712	4040 IRONWOOD CIR APT 505F	4040 IRONWOOD CIR 505F	BRADENTON	FL	34209
Ironwood Fifth	5096407720	4040 IRONWOOD CIR APT 506F	1687 E LAKE MITCHELL DR	CADILLAC	MI	49601
Ironwood Fifth	5096407738	4040 IRONWOOD CIR APT 601F	3215 KRANZ AVE	THE VILLAGES	FL	32163
Ironwood Fifth	5096407548	4040 IRONWOOD CIR APT 206F	6230 EMERY XING	LOVELAND	OH	45140-1639
Ironwood Fifth	5096407704	4040 IRONWOOD CIR UNIT 504F	611 HARRINGTON RD	DELTON	MI	49046
Ironwood Fifth	5096407647	4040 IRONWOOD CIR APT 404F	4401 GULF OF MEXICO DR UNIT 702	LONGBOAT KEY	FL	34228
Ironwood Fifth	5096407514	4040 IRONWOOD CIR APT 203F	14517 CASTLEFORD CT	CENTREVILLE	VA	20121-2528
Ironwood Fifth	5096407795	4040 IRONWOOD CIR APT 701F	4040 IRONWOOD CIR 701F	BRADENTON	FL	34209
Ironwood Fifth	5096407431	4040 IRONWOOD CIR APT 101F	4040 IRONWOOD CIR APT 101F	BRADENTON	FL	34209
Ironwood Fifth	5096407654	4040 IRONWOOD CIR APT 405F	6501 17TH AVE W APT L103	BRADENTON	FL	34209-7808
Ironwood Fifth	5096407761	4040 IRONWOOD CIR APT 604F	4040 IRONWOOD CIR APT 604F	BRADENTON	FL	34209-6826
Ironwood Fifth	5096407753	4040 IRONWOOD CIR APT 603F	4040 IRONWOOD CIRCLE UNIT 706F	BRADENTON	FL	34209
Ironwood Fifth	5096407423	4040 IRONWOOD CIR	3701 SOUTH OSPREY AVENUE	SARASOTA	FL	34239
Ironwood Fifth	5096407563	4040 IRONWOOD CIR UNIT 302F	4040 IRONWOOD CIR 302F	BRADENTON	FL	34209-6860
Ironwood Fifth	5096407571	4040 IRONWOOD CIR APT 303F	1804 BRICKVILLE ROAD	SYCAMORE	IL	60178
Ironwood Fifth	5096407639	4040 IRONWOOD CIR UNIT 403F	4040 IRONWOOD CIR UNIT 403F	BRADENTON	FL	34209
Ironwood Fifth	5096407449	4040 IRONWOOD CIR APT 102F	4040 IRONWOOD CIR UNIT 102F	BRADENTON	FL	34209
Ironwood Fifth	5096407506	4040 IRONWOOD CIR APT 202F	4040 IRONWOOD CIR 202F	BRADENTON	FL	34209-6823
Ironwood Fifth	5096407456	4040 IRONWOOD CIR APT 103F	4040 IRONWOOD CIR APT 103F	BRADENTON	FL	34209
Ironwood Fifth	5096407803	4040 IRONWOOD CIR APT 702F	4040 IRONWOOD CIR #702F	BRADENTON	FL	34209

Ironwood Fifth	5096407837	4040 IRONWOOD CIR APT 705F	4040 IRONWOOD CIR APT 705F	BRADENTON	FL	34209-6828
Ironwood Fifth	5096407597	4040 IRONWOOD CIR APT 305F	216 68TH ST NW	BRADENTON	FL	34209-2228
Ironwood Fifth	5096407605	4040 IRONWOOD CIR APT 306F	4040 IRONWOOD CIR APT 306F	BRADENTON	FL	34209
Ironwood Fifth	5096407829	4040 IRONWOOD CIR APT 704F	102-00 SHORE FRONT PKWY 7D	FAR ROCKAWAY	NY	11694
Ironwood Fifth	5096407688	4040 IRONWOOD CIR APT 502F	7941 WEAVERS LN	MAINEVILLE	OH	45039-9048
Ironwood Fifth	5096407746	4040 IRONWOOD CIR APT 602F	64 WATERLEFE WAY	COLCHESTER	VT	05446
Ironwood Fifth	5096407779	4040 IRONWOOD CIR UNIT 605F	4040 IRONWOOD CIR UNIT 605F	BRADENTON	FL	34209
Ironwood Fifth	5096407530	4040 IRONWOOD CIR APT 205F	4040 IRONWOOD CIR 205F	BRADENTON	FL	34209-6823
Ironwood Fifth	5096407480	4040 IRONWOOD CIR APT 106F	5498 HICKORY VIEW DR	WHITMORE LAKE	MI	48198
Ironwood Fifth	5096407555	4040 IRONWOOD CIR APT 301F	4040 IRONWOOD CIR 301F	BRADENTON	FL	34209-6823
Ironwood Fifth	5096407696	4040 IRONWOOD CIR APT 503F	321 DEERPATH DR APT 112	SCHERERVILLE	IN	46375-2568
Ironwood Fifth	5096407613	4040 IRONWOOD CIR APT 401F	1012 PELICAN CT	BRADENTON	FL	34209
Ironwood Fifth	5096407472	4040 IRONWOOD CIR APT 105F	4040 IRONWOOD CIR UNIT 105F	BRADENTON	FL	34209
Ironwood Fifth	5096407670	4040 IRONWOOD CIR APT 501F	10 SAYVILLE CT	RIDGE	NY	11961
Ironwood Fifth	5096407787	4040 IRONWOOD CIR APT 606F	4040 IRONWOOD CIR APT 606F	BRADENTON	FL	34209
Ironwood Fifth	5096407662	4040 IRONWOOD CIR APT 406F	240 BROOK ST	OAKDALE	NY	11769
Ironwood Fifth	5096407811	4040 IRONWOOD CIR APT 703F	6 GAS LIGHT LN	KENSINGTON	NH	03833
Ironwood Fifth	5096407498	4040 IRONWOOD CIR UNIT 201F	7 OLD ORCHARD CT	ROCKY POINT	NY	11778
Ironwood Fifth	5096407845	4040 IRONWOOD CIR UNIT 706F	4040 IRONWOOD CIR UNIT 706F	BRADENTON	FL	34209
Ironwood Sixth	5096408066	3860 IRONWOOD LN APT 303G	303 167TH BLVD NE	BRADENTON	FL	34212-5561
Ironwood Sixth	5096407985	3860 IRONWOOD LN APT 203G	303 167TH BLVD NE	BRADENTON	FL	34212-5561
Ironwood Sixth	5096408074	3860 IRONWOOD LN UNIT 304G	3860 IRONWOOD LN 304G	BRADENTON	FL	34209-8605
Ironwood Sixth	5096408157	3860 IRONWOOD LN APT 404G	3860 IRONWOOD LN #404G	BRADENTON	FL	34209
Ironwood Sixth	5096408082	3860 IRONWOOD LN APT 305G	5331 HUNTINGWOOD CT	SARASOTA	FL	34235-5649
Ironwood Sixth	5096407902	3860 IRONWOOD LN APT 103G	3860 IRONWOOD LN 103G	BRADENTON	FL	34209
Ironwood Sixth	5096408165	3860 IRONWOOD LN APT 405G	4 HACKNEY RIDGE			N3P 1S7
Ironwood Sixth	5096408009	3860 IRONWOOD LN APT 205G	439 HAUSER AVE	HOLBROOK	NY	11741
Ironwood Sixth	5096407886	3860 IRONWOOD LN APT 101G	9631 SUMTER RIDGE	FLORENCE	KY	41042
Ironwood Sixth	5096408207	3860 IRONWOOD LN APT 501G	900 PALMER RD APT 5F	BRONXVILLE	NY	10708
Ironwood Sixth	5096408215	3860 IRONWOOD LN APT 502G	3860 IRONWOOD LN APT 502G	BRADENTON	FL	34209
Ironwood Sixth	5096408025	3860 IRONWOOD LN APT 207G	44 MARGATE DR	ROCHESTER	NY	14616-5500
Ironwood Sixth	5096407977	3860 IRONWOOD LN UNIT 202G	3860 IRONWOOD LN 202G	BRADENTON	FL	34209-8605
Ironwood Sixth	5096408017	3860 IRONWOOD LN APT 206G	3860 IRONWOOD LN 206G	BRADENTON	FL	34209-6835
Ironwood Sixth	5096408256	3860 IRONWOOD LN APT 506G	1635 SAND KEY ESTATES CT	CLEARWATER BEACH	FL	33767-2959
Ironwood Sixth	5096408132	3860 IRONWOOD LN APT 402G	3860 IRONWOOD LN APT 402G	BRADENTON	FL	34209
Ironwood Sixth	5096408223	3860 IRONWOOD LN APT 503G	3860 IRONWOOD LN #503G	BRADENTON	FL	34209
Ironwood Sixth	5096407928	3860 IRONWOOD LN APT 105G	3860 IRONWOOD LN UNIT 105G	BRADENTON	FL	34209
Ironwood Sixth	5096408181	3860 IRONWOOD LN APT 407G	19 FORSYTHIA LN # A	PARAMUS	NJ	07652-4306
Ironwood Sixth	5096408231	3860 IRONWOOD LN APT 504G	3860 IRONWOOD LN APT 504G	BRADENTON	FL	34209-6844
Ironwood Sixth	5096407878	3860 IRONWOOD LN	PO BOX 14663	BRADENTON	FL	34280
Ironwood Sixth	5096408249	3860 IRONWOOD LN APT 505G	3860 IRONWOOD LN UNIT 505G	BRADENTON	FL	34209
Ironwood Sixth	5096408173	3860 IRONWOOD LN UNIT 406G	1235 NEWBRIDGE AVE	LOCKPORT	IL	60441
Ironwood Sixth	5096407936	3860 IRONWOOD LN APT 106G	1196 GEORGE ALLEN DR	SOUTH VIENNA	OH	45369-9567
Ironwood Sixth	5096407969	3860 IRONWOOD LN APT 201G	3860 IRONWOOD LN APT 201 G	BRADENTON	FL	34209
Ironwood Sixth	5096408199	3860 IRONWOOD LN APT 408G	21231 BRUSH LAKE CT	CRESTHILL	IL	60403
Ironwood Sixth	5096407951	3860 IRONWOOD LN APT 108G	3860 IRONWOOD LN 108G	BRADENTON	FL	34209-6834
Ironwood Sixth	5096407894	3860 IRONWOOD LN APT 102G	3860 IRONWOOD LN 102G	BRADENTON	FL	34209
Ironwood Sixth	5096408058	3860 IRONWOOD LN APT 302G	1858 N PROSPECT AVE APT 12N	MILWAUKEE	WI	53202-3780

Ironwood Sixth	5096408041	3860 IRONWOOD LN APT 301G	3860 IRONWOOD LN APT 301	BRADENTON	FL	34209-6835
Ironwood Sixth	5096408108	3860 IRONWOOD LN APT 307G	105 ANGELL BROOK DR	WEST BOYLSTON	MA	01583
Ironwood Sixth	5096408090	3860 IRONWOOD LN APT 306G	3860 IRONWOOD LN APT 306G	BRADENTON	FL	34209-6836
Ironwood Sixth	5096408124	3860 IRONWOOD LN APT 401G	3860 IRONWOOD LN APT 401G	BRADENTON	FL	34209
Ironwood Sixth	5096408116	3860 IRONWOOD LN APT 308G	2164 BORDEAUX DR	WEST BLOOMFIELD	MI	48323-3013
Ironwood Sixth	5096407910	3860 IRONWOOD LN APT 104G	3860 IRONWOOD LN APT 104G	BRADENTON	FL	34209-6834
Ironwood Sixth	5096407944	3860 IRONWOOD LN APT 107G	3860 IRONWOOD LN 107G	BRADENTON	FL	34209-6834
Ironwood Sixth	5096408033	3860 IRONWOOD LN APT 208G	8111 258TH ST	FLORAL PARK	NY	11004-1443
Ironwood Sixth	5096408272	3860 IRONWOOD LN UNIT 508G	3860 IRONWOOD LN 508G	BRADENTON	FL	34209
Ironwood Sixth	5096408140	3860 IRONWOOD LN APT 403G	332 BAYVIEW LN	PLAINWELL	MI	49080-9112
Ironwood Sixth	5096408264	3860 IRONWOOD LN APT 507G	3860 IRONWOOD LN APT 507G	BRADENTON	FL	34205
Ironwood Sixth	5096407993	3860 IRONWOOD LN APT 204G	3419 WATERSEDGE DR	BRIGHTON	MI	48114
Ironwood Seventh	5096408512	3840 IRONWOOD LN APT 306H	ONE SOUTH SCHOOL AVE STE 500	SARASOTA	FL	34237
Ironwood Seventh	5096408652	3840 IRONWOOD LN APT 504H	3840 IRONWOOD LN APT 504	BRADENTON	FL	34209-6843
Ironwood Seventh	5096408405	3840 IRONWOOD LN APT 204H	3840 IRONWOOD LN UNIT 204H	BRADENTON	FL	34209-6840
Ironwood Seventh	5096408553	3840 IRONWOOD LN APT 402H	3978 RYLELAND CT	POWELL	OH	43065
Ironwood Seventh	5096408587	3840 IRONWOOD LN APT 405H	6804 9TH AVENUE W	BRADENTON	FL	34209-3441
Ironwood Seventh	5096408504	3840 IRONWOOD LN APT 305H	3840 IRONWOOD LN APT 305H	BRADENTON	FL	34209-6841
Ironwood Seventh	5096408488	3840 IRONWOOD LN APT 303H	779 VILLAGE GREEN PKWY	MAINEVILLE	OH	45039
Ironwood Seventh	5096408462	3840 IRONWOOD LN APT 301H	21 MELECA AVE	PITTSFIELD	MA	01201-4407
Ironwood Seventh	5096408561	3840 IRONWOOD LN APT 403H	PO BOX 402	EAST QUOGUE	NY	11942
Ironwood Seventh	5096408496	3840 IRONWOOD LN UNIT 304H	3840 IRONWOOD LANE UNIT 304H	BRADENTON	FL	34209
Ironwood Seventh	5096408579	3840 IRONWOOD LN APT 404H	12824 COASTAL BREEZE WAY	BRADENTON	FL	34211
Ironwood Seventh	5096408298	3840 IRONWOOD LN APT 101H	7707 19TH AVE NW	BRADENTON	FL	34209
Ironwood Seventh	5096408520	3840 IRONWOOD LN APT 307H	3504 CASTELAINE CIR	APEX	NC	27539
Ironwood Seventh	5096408371	3840 IRONWOOD LN APT 201H	6242 MAHOGANY CIR	MEDINA	OH	44256
Ironwood Seventh	5096408603	3840 IRONWOOD LN APT 407H	7604 LAKE VISTA CT UNIT 204	LAKEWOOD RANCH	FL	34202
Ironwood Seventh	5096408645	3840 IRONWOOD LN APT 503H	3840 IRONWOOD LN APT 503H	BRADENTON	FL	34209
Ironwood Seventh	5096408678	3840 IRONWOOD LN APT 506H	3840 IRONWOOD LN APT 506H	BRADENTON	FL	34209-6843
Ironwood Seventh	5096408348	3840 IRONWOOD LN APT 106H	450 WALNUT ST APT 302	YONKERS	NY	10701-6534
Ironwood Seventh	5096408280	3840 IRONWOOD LN	3840 IRONWOOD LN	BRADENTON	FL	34209
Ironwood Seventh	5096408439	3840 IRONWOOD LN APT 207H	3840 IRONWOOD LN APT 207H	BRADENTON	FL	34209
Ironwood Seventh	5096408330	3840 IRONWOOD LN APT 105H	3840 IRONWOOD LN 105H	BRADENTON	FL	34209-6839
Ironwood Seventh	5096408389	3840 IRONWOOD LN UNIT 202H	47 COPPERFIELD RD	ROCHESTER	NY	14615
Ironwood Seventh	5096408413	3840 IRONWOOD LN APT 205H	8848 17TH AVENUE CIR NW	BRADENTON	FL	34209-8158
Ironwood Seventh	5096408538	3840 IRONWOOD LN APT 308H	62 GASS RD	ORANGEVILLE	PA	17859
Ironwood Seventh	5096408629	3840 IRONWOOD LN APT 501H	3840 IRONWOOD LN APT 501H	BRADENTON	FL	34209
Ironwood Seventh	5096408322	3840 IRONWOOD LN APT 104H	3840 IRONWOOD LN APT 104H	BRADENTON	FL	34209
Ironwood Seventh	5096408546	3840 IRONWOOD LN APT 401H	5 W BELLEFONTE AVE	ALEXANDRIA	VA	22301
Ironwood Seventh	5096408470	3840 IRONWOOD LN APT 302H	4932 W 105TH PLACE	OAK LAWN	IL	60453-5231
Ironwood Seventh	5096408306	3840 IRONWOOD LN APT 102H	3840 IRONWOOD LN APT 102H	BRADENTON	FL	34209
Ironwood Seventh	5096408595	3840 IRONWOOD LN UNIT 406H	3840 IRONWOOD LN UNIT 406H	BRADENTON	FL	34209-8604
Ironwood Seventh	5096408421	3840 IRONWOOD LN APT 206H	3840 IRONWOOD LN 206H	BRADENTON	FL	34209-6840
Ironwood Seventh	5096408660	3840 IRONWOOD LN APT 505H	3840 IRONWOOD LN APT 505H	BRADENTON	FL	34209
Ironwood Seventh	5096408314	3840 IRONWOOD LN APT 103H	3840 IRONWOOD LANE 103H	BRADENTON	FL	34209-6839
Ironwood Seventh	5096408397	3840 IRONWOOD LN APT 203H	83-30 118TH ST APT 3E	KEW GARDENS	NY	11415-2349
Ironwood Seventh	5096408363	3840 IRONWOOD LN APT 108H	7 JAY RD	SCITUATE	MA	02066-2718
Ironwood Seventh	5096408637	3840 IRONWOOD LN APT 502H	3840 IRONWOOD LN APT 502	BRADENTON	FL	34209-6843

Ironwood Seventh	5096408355	3840 IRONWOOD LN APT 107H	3840 IRONWOOD LN APT 107H	BRADENTON	FL	34209
Ironwood Seventh	5096408694	3840 IRONWOOD LN UNIT 508H	5805 BLAKELY DR NE	BELMONT	MI	49306-9675
Ironwood Seventh	5096408686	3840 IRONWOOD LN APT 507H	3840 IRONWOOD LN APT 507H	BRADENTON	FL	34209
Ironwood Seventh	5096408454	3840 IRONWOOD LN APT 208H	3840 IRONWOOD LN 208H	BRADENTON	FL	34209
Ironwood Seventh	5096408611	3840 IRONWOOD LN APT 408H	3840 IRONWOOD LN APT 408H	BRADENTON	FL	34209
Ironwood Eigth	5096409056	4210 IRONWOOD CIR APT 503J	4210 IRONWOOD CIR UNIT 503J	BRADENTON	FL	34209-6816
Ironwood Eigth	5096408819	4210 IRONWOOD CIR APT 203J	4210 IRONWOOD CIR APT 203	BRADENTON	FL	34209-6813
Ironwood Eigth	5096408710	4210 IRONWOOD CIR APT 101J	4210 IRONWOOD CIR 101J	BRADENTON	FL	34209
Ironwood Eigth	5096408884	4210 IRONWOOD CIR APT 302J	4210 IRONWOOD CIR 302J	BRADENTON	FL	34209-6813
Ironwood Eigth	5096408843	4210 IRONWOOD CIR APT 206J	4210 IRONWOOD CIR APT 206J	BRADENTON	FL	34209
Ironwood Eigth	5096408983	4210 IRONWOOD CIR APT 404J	4116 KINGSTON WAY	SARASOTA	FL	34238
Ironwood Eigth	5096408728	4210 IRONWOOD CIR APT 102J	1862 CORAL POINT DR	CAPE CORAL	FL	33990
Ironwood Eigth	5096409072	4210 IRONWOOD CIR APT 505J	2725 SIESTA DR	SARASOTA	FL	34239
Ironwood Eigth	5096408744	4210 IRONWOOD CIR APT 104J	4210 IRONWOOD CIR APT 104J	BRADENTON	FL	34209-6812
Ironwood Eigth	5096408892	4210 IRONWOOD CIR APT 303J	4210 IRONWOOD CIR 303J	BRADENTON	FL	34209-6813
Ironwood Eigth	5096408959	4210 IRONWOOD CIR APT 401J	PO BOX 14191	BRADENTON	FL	34280-4191
Ironwood Eigth	5096408900	4210 IRONWOOD CIR UNIT 304J	4210 IRONWOOD CIR UNIT 304J	BRADENTON	FL	34209
Ironwood Eigth	5096408991	4210 IRONWOOD CIR APT 405J	53 VALLEY RD			PG 02
Ironwood Eigth	5096409080	4210 IRONWOOD CIR APT 506J	2901 26TH ST W UNIT 306	BRADENTON	FL	34205
Ironwood Eigth	5096408835	4210 IRONWOOD CIR APT 205J	4210 IRONWOOD CIR APT 205J	BRADENTON	FL	34209
Ironwood Eigth	5096408967	4210 IRONWOOD CIR APT 402J	4210 IRONWOOD CIR UNIT 402J	BRADENTON	FL	34209
Ironwood Eigth	5096408702	4210 IRONWOOD CIR	2180 W SR 434	LONGWOOD	FL	32779
Ironwood Eigth	5096409106	4210 IRONWOOD CIR UNIT 508J	4210 IRONWOOD CIR UNIT 508J	BRADENTON	FL	34209
Ironwood Eigth	5096409023	4210 IRONWOOD CIR APT 408J	245 E 124TH ST APT 4A	NEW YORK	NY	10035
Ironwood Eigth	5096409007	4210 IRONWOOD CIR UNIT 406J	4210 IRONWOOD CIR UNIT 406J	BRADENTON	FL	34209
Ironwood Eigth	5096408793	4210 IRONWOOD CIR APT 201J	7699 N 32ND ST	RICHLAND	MI	49083-9464
Ironwood Eigth	5096408868	4210 IRONWOOD CIR APT 208J	306 CURRYCROSS RD	NEW WINDSOR	NY	12553
Ironwood Eigth	5096408918	4210 IRONWOOD CIR APT 305J	8848 17TH AVENUE CIR NW	BRADENTON	FL	34209-8158
Ironwood Eigth	5096408850	4210 IRONWOOD CIR APT 207J	4210 IRONWOOD CIR APT 207J	BRADENTON	FL	34209-6813
Ironwood Eigth	5096408801	4210 IRONWOOD CIR UNIT 202J	4210 IRONWOOD CIR 202J	BRADENTON	FL	34209
Ironwood Eigth	5096409098	4210 IRONWOOD CIR APT 507J	4210 IRONWOOD CIR 507J	BRADENTON	FL	34209-6816
Ironwood Eigth	5096408934	4210 IRONWOOD CIR APT 307J	4210 IRONWOOD CIR APT 307J	BRADENTON	FL	34209
Ironwood Eigth	5096408942	4210 IRONWOOD CIR APT 308J	4210 IRONWOOD CIR 308J	BRADENTON	FL	34209
Ironwood Eigth	5096408751	4210 IRONWOOD CIR APT 105J	4210 IRONWOOD CIR 105J	BRADENTON	FL	34209-6812
Ironwood Eigth	5096408736	4210 IRONWOOD CIR APT 103J	5324 KENCO RD	ALMA	IL	62807
Ironwood Eigth	5096408785	4210 IRONWOOD CIR APT 108J	4210 IRONWOOD CIR 108J	BRADENTON	FL	34209-6812
Ironwood Eigth	5096408876	4210 IRONWOOD CIR APT 301J	4105 18TH AVE W	BRADENTON	FL	34205
Ironwood Eigth	5096408769	4210 IRONWOOD CIR APT 106J	4105 18TH AVE W	BRADENTON	FL	34205
Ironwood Eigth	5096408975	4210 IRONWOOD CIR APT 403J	6904 CORTEZ RD W LOT 240	BRADENTON	FL	34210
Ironwood Eigth	5096408827	4210 IRONWOOD CIR APT 204J	4836 INDEPENDENCE DR	BRADENTON	FL	34210
Ironwood Eigth	5096409064	4210 IRONWOOD CIR APT 504J	4210 IRONWOOD CIR #504-J	BRADENTON	FL	34209
Ironwood Eigth	5096408926	4210 IRONWOOD CIR APT 306J	4210 IRONWOOD CIRCLE APT 306J	BRADENTON	FL	34209
Ironwood Eigth	5096409031	4210 IRONWOOD CIR APT 501J	4210 IRONWOOD CIR # 501J	BRADENTON	FL	34209
Ironwood Eigth	5096409015	4210 IRONWOOD CIR APT 407J	2034 FALCON CT	BRADENTON	FL	34209
Ironwood Eigth	5096409049	4210 IRONWOOD CIR APT 502J	4210 IRONWOOD CIR APT 502J	BRADENTON	FL	34209-6816
Ironwood Ninth	5096409353	3820 IRONWOOD LN APT 406I	3820 IRONWOOD LN 406I	BRADENTON	FL	34209-6847
Ironwood Ninth	5096409122	3820 IRONWOOD LN APT 101I	3820 IRONWOOD LN 101-I	BRADENTON	FL	34209-6844
Ironwood Ninth	5096409320	3820 IRONWOOD LN APT 403I	3820 IRONWOOD LN APT 403I	BRADENTON	FL	34209

Ironwood Ninth	5096409288	3820 IRONWOOD LN APT 305I	PRIVADA DEL ROMNCE 10 APT 703B			
Ironwood Ninth	5096409312	3820 IRONWOOD LN APT 402I	4 WINDWOOD DR	NEWBURGH	NY	12550
Ironwood Ninth	5096409387	3820 IRONWOOD LN UNIT 503I	6714 MELODY LN	RHINELANDER	WI	54501-9472
Ironwood Ninth	5096409403	3820 IRONWOOD LN APT 505I	3820 IRONWOOD LN APT 505I	BRADENTON	FL	34209-6848
Ironwood Ninth	5096409346	3820 IRONWOOD LN APT 405I	3820 IRONWOOD LN UNIT 405I	BRADENTON	FL	34209
Ironwood Ninth	5096409114	3820 IRONWOOD LN	9031 TOWN CENTER PKWY	BRADENTON	FL	34202
Ironwood Ninth	5096409478	3820 IRONWOOD LN UNIT 606I	3820 IRONWOOD LN UNIT 606-I	BRADENTON	FL	34209
Ironwood Ninth	5096409221	3820 IRONWOOD LN UNIT 205I	3820 IRONWOOD LN UNIT 205I	BRADENTON	FL	34209
Ironwood Ninth	5096409445	3820 IRONWOOD LN APT 603I	3820 IRONWOOD LN APT 603I	BRADENTON	FL	34209
Ironwood Ninth	5096409379	3820 IRONWOOD LN APT 502I	3S663 BREME DR W	WARRENVILLE	IL	60555-3279
Ironwood Ninth	5096409205	3820 IRONWOOD LN APT 203I	3820 IRONWOOD LN APT 203	BRADENTON	FL	34209-6845
Ironwood Ninth	5096409262	3820 IRONWOOD LN APT 303I	3820 IRONWOOD LN 303I	BRADENTON	FL	34209-6846
Ironwood Ninth	5096409148	3820 IRONWOOD LN APT 103I	3820 IRONWOOD LN UNIT 1031	BRADENTON	FL	34209
Ironwood Ninth	5096409213	3820 IRONWOOD LN APT 204I	3820 IRONWOOD LN APT 204I	BRADENTON	FL	34209
Ironwood Ninth	5096409338	3820 IRONWOOD LN APT 404I	3820 IRONWOOD LN APT 404	BRADENTON	FL	34209-6847
Ironwood Ninth	5096409155	3820 IRONWOOD LN APT 104I	517 CASS AVE	EDWARDSVILLE	IL	62025
Ironwood Ninth	5096409189	3820 IRONWOOD LN APT 201I	3820 IRONWOOD LN 201I	BRADENTON	FL	34209
Ironwood Ninth	5096409460	3820 IRONWOOD LN APT 605I	222 3RD ST	DALTON	PA	18414
Ironwood Ninth	5096409239	3820 IRONWOOD LN APT 206I	3820 IRONWOOD LN UNIT 206I	BRADENTON	FL	34209
Ironwood Ninth	5096409163	3820 IRONWOOD LN APT 105I	3820 IRONWOOD LN APT 105I	BRADENTON	FL	34209-6844
Ironwood Ninth	5096409411	3820 IRONWOOD LN UNIT 506I	3820 IRONWOOD LN 506I	BRADENTON	FL	34209
Ironwood Ninth	5096409296	3820 IRONWOOD LN APT 306I	3820 IRONWOOD LN UNIT 306I	BRADENTON	FL	34209
Ironwood Ninth	5096409429	3820 IRONWOOD LN APT 601I	3820 IRONWOOD LN 601I	BRADENTON	FL	34209-6849
Ironwood Ninth	5096409361	3820 IRONWOOD LN APT 501I	3820 IRONWOOD LANE 501I	BRADENTON	FL	34209-6847
Ironwood Ninth	5096409395	3820 IRONWOOD LN APT 504I	4336 PRESTON PL	BATAVIA	OH	45103-3535
Ironwood Ninth	5096409171	3820 IRONWOOD LN APT 106I	3820 IRONWOOD LN APT 106I	BRADENTON	FL	34209
Ironwood Ninth	5096409197	3820 IRONWOOD LN UNIT 202I	1665 BROADSTONE RD	GROSSE POINTE	MI	48236
Ironwood Ninth	5096409270	3820 IRONWOOD LN APT 304I	3820 IRONWOOD LN APT 304I	BRADENTON	FL	34209
Ironwood Ninth	5096409304	3820 IRONWOOD LN UNIT 401I	3820 IRONWORD LN 401	BRADENTON	FL	34209
Ironwood Ninth	5096409437	3820 IRONWOOD LN APT 602I	3820 IRONWOOD LN APT 602I	BRADENTON	FL	34209-6849
Ironwood Ninth	5096409247	3820 IRONWOOD LN APT 301I	2110 POPLAR ST	WAUKEGAN	IL	60087
Ironwood Ninth	5096409452	3820 IRONWOOD LN APT 604I	3820 IRONWOOD LN APT 604I	BRADENTON	FL	34209
Ironwood Ninth	5096409254	3820 IRONWOOD LN APT 302I	20 SAMANTHAS WAY	PITTSFORD	NY	14534
Ironwood Ninth	5096409130	3820 IRONWOOD LN APT 102I	3820 IRONWOOD LN 102I	BRADENTON	FL	34209-6844
Ironwood Tenth	5096409668	3680 IRONWOOD CIR APT 106L	48 ASHWOOD RD	MILTON	NH	03851
Ironwood Tenth	5096409833	3680 IRONWOOD CIR APT 405L	3680 IRONWOOD CIR APT 405L	BRADENTON	FL	34209-6863
Ironwood Tenth	5096409700	3680 IRONWOOD CIR APT 204L	3465 LAUREL GREENS LANE S UNIT 203	NAPLES	FL	34119
Ironwood Tenth	5096409643	3680 IRONWOOD CIR APT 104L	446 DRISCOL DR	BRICK	NJ	08724-2756
Ironwood Tenth	5096409684	3680 IRONWOOD CIR APT 202L	3680 IRONWOOD CIR # 2021	BRADENTON	FL	34209
Ironwood Tenth	5096409734	3680 IRONWOOD CIR APT 301L	35 LESLIE DR	MAHOPAC	NY	10541
Ironwood Tenth	5096409999	3680 IRONWOOD CIR APT 703L	713 WORCHESTER	FENTON	MI	48430
Ironwood Tenth	5096409924	3680 IRONWOOD CIR APT 602L	3680 IRONWOOD CIR #602L	BRADENTON	FL	34209
Ironwood Tenth	5096409890	3680 IRONWOOD CIR APT 505L	90 SPRING CREEK DR	WESTERVILLE	OH	43081
Ironwood Tenth	5096409973	3680 IRONWOOD CIR APT 701L	6 FRIESE DR	EAST QUOGUE	NY	11942
Ironwood Tenth	5096409767	3680 IRONWOOD CIR APT 304L	2705 WILD ORCHID WAY	COLUMBUS	IN	47201
Ironwood Tenth	5096409742	3680 IRONWOOD CIR UNIT 302L	2556 STEAMBOAT RD	SHEPHERDSTOWN	WV	25443
Ironwood Tenth	5096409957	3680 IRONWOOD CIR UNIT 605L	4401 GULF OF MEXICO DR UNIT 702	LONGBOAT KEY	FL	34228
Ironwood Tenth	5096409825	3680 IRONWOOD CIR APT 404L	3680 IRONWOOD CIR APT 404L	BRADENTON	FL	34209

Ironwood Tenth	5096409981	3680 IRONWOOD CIR APT 702L	3680 IRONWOOD CIR APT 702L	BRADENTON	FL	34209
Ironwood Tenth	5096409601	3680 IRONWOOD CIR	9031 TOWN CENTER PKWY	BRADENTON	FL	34202
Ironwood Tenth	5096409932	3680 IRONWOOD CIR APT 603L	7311 SUMMERLAND CV	BRADENTON	FL	34202
Ironwood Tenth	5096409676	3680 IRONWOOD CIR UNIT 201L	1003 PELICAN CT	BRADENTON	FL	34209
Ironwood Tenth	5096409916	3680 IRONWOOD CIR APT 601L	3680 IRONWOOD CIR 601L	BRADENTON	FL	34209-6852
Ironwood Tenth	5096410013	3680 IRONWOOD CIR APT 705L	11967 CARGILL LN	DELTON	MI	49046-9106
Ironwood Tenth	5096409635	3680 IRONWOOD CIR APT 103L	3680 IRONWOOD CIR 103L	BRADENTON	FL	34209-6850
Ironwood Tenth	5096409940	3680 IRONWOOD CIR APT 604L	216 WILTON STREET			L7N 1V7
Ironwood Tenth	5096409650	3680 IRONWOOD CIR APT 105L	3680 IRONWOOD CIR APT 105L	BRADENTON	FL	34209
Ironwood Tenth	5096409791	3680 IRONWOOD CIR APT 401L	3680 IRONWOOD CIR UNIT 401L	BRADENTON	FL	34209
Ironwood Tenth	5096409866	3680 IRONWOOD CIR APT 502L	PO BOX 456	WOLFEBORO FALLS	NH	03896
Ironwood Tenth	5096409858	3680 IRONWOOD CIR APT 501L	110 E OAK ST	OAK HARBOR	OH	43449
Ironwood Tenth	5096409965	3680 IRONWOOD CIR APT 606L	9638 SUMPTER RIDGE	FLORENCE	KY	41042
Ironwood Tenth	5096409783	3680 IRONWOOD CIR APT 306L	3680 IRONWOOD CIR APT 306L	BRADENTON	FL	34209
Ironwood Tenth	5096409759	3680 IRONWOOD CIR APT 303L	13234 W ESSEX LN	HUNTLEY	IL	60142-7704
Ironwood Tenth	5096409692	3680 IRONWOOD CIR APT 203L	6810 S BURNING BUSH DR	SAGINAW	MI	48603
Ironwood Tenth	5096409726	3680 IRONWOOD CIR APT 206L	3712 WISNER HWY	ADRIAN	MI	49221
Ironwood Tenth	5096409627	3680 IRONWOOD CIR APT 102L	8891 SAINT AUBIN DR	HALE	MI	48739-9254
Ironwood Tenth	5096409908	3680 IRONWOOD CIR APT 506L	3680 IRONWOOD CIR APT 506L	BRADENTON	FL	34209-6852
Ironwood Tenth	5096409775	3680 IRONWOOD CIR APT 305L	2670 MUSIC LN	NORTH PORT	FL	34286
Ironwood Tenth	5096409874	3680 IRONWOOD CIR APT 503L	4237 LITTLE STREAMS TRL	LAMBERTVILLE	MI	48144
Ironwood Tenth	5096409619	3680 IRONWOOD CIR APT 101L	3680 IRONWOOD CIR APT 101L	BRADENTON	FL	34209
Ironwood Tenth	5096410021	3680 IRONWOOD CIR UNIT 706L	3680 IRONWOOD CIR UNIT 706L	BRADENTON	FL	34209
Ironwood Tenth	5096409817	3680 IRONWOOD CIR UNIT 403L	3680 IRONWOOD CIR UNIT 403L	BRADENTON	FL	34209
Ironwood Tenth	5096410005	3680 IRONWOOD CIR APT 704L	8773 JEFFERSON AVE	MUNSTER	IN	46321
Ironwood Tenth	5096409718	3680 IRONWOOD CIR APT 205L	4643 ROAMING DR NE	GRAND RAPIDS	MI	49525
Ironwood Tenth	5096409841	3680 IRONWOOD CIR APT 406L	3680 IRONWOOD CIR APT 406L	BRADENTON	FL	34209
Ironwood Tenth	5096409809	3680 IRONWOOD CIR APT 402L	4909 W 144TH PL	MIDLOTHIAN	IL	60445
Ironwood Tenth	5096409882	3680 IRONWOOD CIR UNIT 504L	17 PINE GROVE DR	FRANKENMUTH	MI	48734
Ironwood Eleventh	5096410310	3660 IRONWOOD CIR UNIT 504M	37462 WOOD RUN CIT	SELBYVILLE	DE	19975
Ironwood Eleventh	5096410062	3660 IRONWOOD CIR APT 103M	1012 NEOSHO DR	FORKED RIVER	NJ	08731-2003
Ironwood Eleventh	5096410088	3660 IRONWOOD CIR APT 105M	6609 RT 9	HUDSON	NY	12534-8913
Ironwood Eleventh	5096410344	3660 IRONWOOD CIR APT 601M	3660 IRONWOOD CIR APT 601	BRADENTON	FL	34209-6859
Ironwood Eleventh	5096410435	3660 IRONWOOD CIR APT 704M	815 FLORENCE AVE	WILMINGTON	OH	45177
Ironwood Eleventh	5096410294	3660 IRONWOOD CIR APT 502M	7038 SUZANNE LANE	SCHENECTADY	NY	12303
Ironwood Eleventh	5096410195	3660 IRONWOOD CIR APT 304M	3660 IRONWOOD CIR APT 304M	BRADENTON	FL	34209
Ironwood Eleventh	5096410179	3660 IRONWOOD CIR UNIT 302M	3660 IRONWOOD CIR UNIT 302M	BRADENTON	FL	34209
Ironwood Eleventh	5096410286	3660 IRONWOOD CIR APT 501M	2707 NE 14TH STREET CSWY APT 404	POMPANO BEACH	FL	33062
Ironwood Eleventh	5096410450	3660 IRONWOOD CIR UNIT 706M	3660 IRONWOOD CIR UNIT 706M	BRADENTON	FL	34209
Ironwood Eleventh	5096410237	3660 IRONWOOD CIR APT 402M	3660 IRONWOOD CIR APT 402M	BRADENTON	FL	34209
Ironwood Eleventh	5096410146	3660 IRONWOOD CIR APT 205M	10 RAPELYE PL	HAZLET TOWNSHIP	NJ	07734
Ironwood Eleventh	5096410377	3660 IRONWOOD CIR APT 604M	8578 BISTRO CT	UNION	KY	41091-1159
Ironwood Eleventh	5096410070	3660 IRONWOOD CIR APT 104M	4023 OSPREY HARBOUR LOOP	CORTEZ	FL	34215
Ironwood Eleventh	5096410187	3660 IRONWOOD CIR APT 303M	1378 CLAUDE BROWN RD			K0M 2K0
Ironwood Eleventh	5096410443	3660 IRONWOOD CIR APT 705M	4401 GULF OF MEXICO DR UNIT 702	LONGBOAT KEY	FL	34228-2413
Ironwood Eleventh	5096410153	3660 IRONWOOD CIR APT 206M	3660 IRONWOOD CIR APT 206M	BRADENTON	FL	34209
Ironwood Eleventh	5096410112	3660 IRONWOOD CIR APT 202M	8711 11TH AVENUE PL NW	BRADENTON	FL	34209

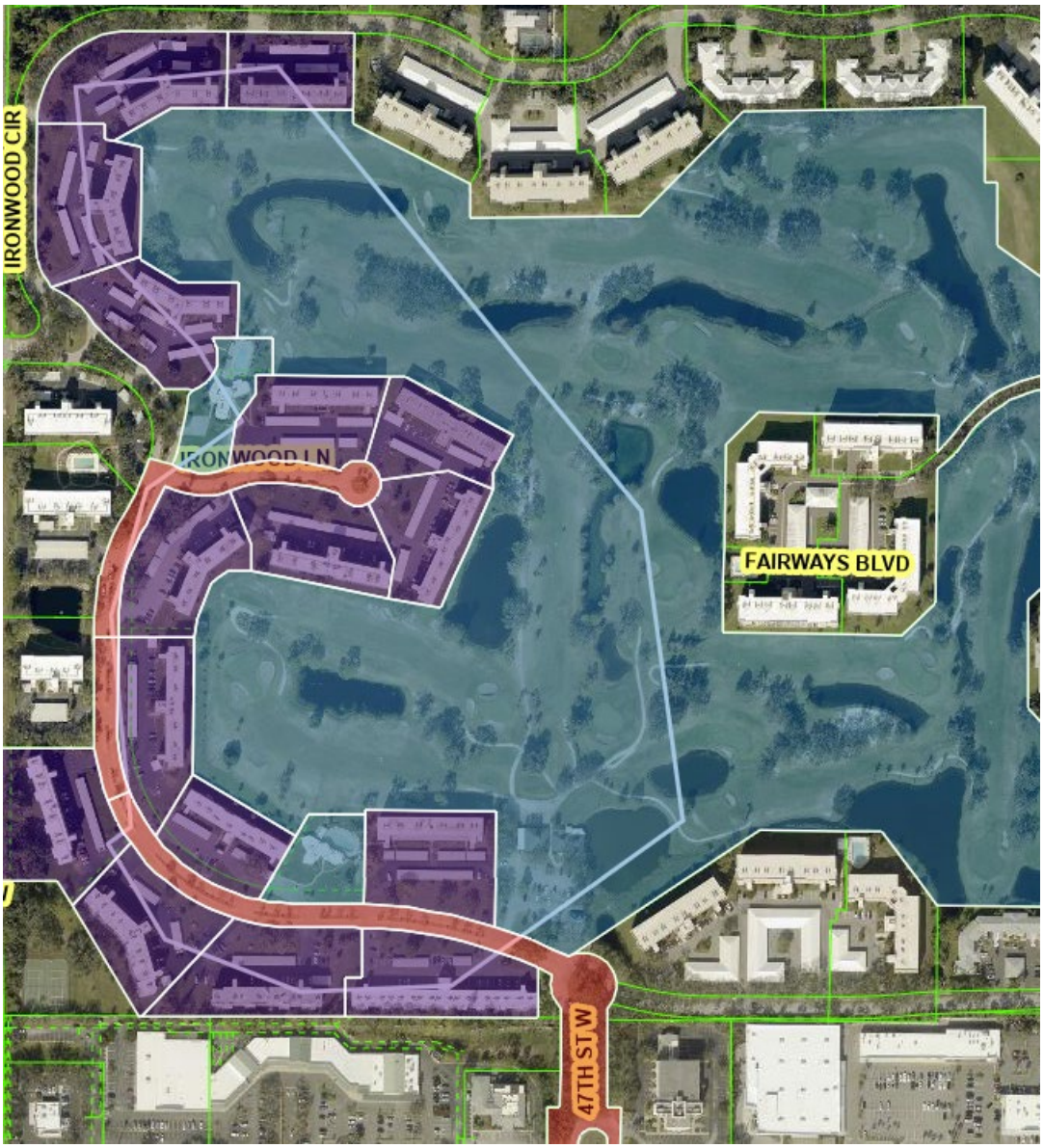
Ironwood Eleventh	5096410328	3660 IRONWOOD CIR APT 505M	3660 IRONWOOD CIR APT 505M	BRADENTON	FL	34209-6859
Ironwood Eleventh	5096410211	3660 IRONWOOD CIR APT 306M	207 SOUTH WATCHOWER DR # 304	COLD SPRING	KY	41076
Ironwood Eleventh	5096410278	3660 IRONWOOD CIR APT 406M	504 W CHAPEL LN	MIDLAND	MI	48640-7328
Ironwood Eleventh	5096410419	3660 IRONWOOD CIR APT 702M	3660 IRONWOOD CIR APT 702M	BRADENTON	FL	34209-6861
Ironwood Eleventh	5096410039	3660 IRONWOOD CIR	4301 32ND ST W	BRADENTON	FL	34205
Ironwood Eleventh	5096410351	3660 IRONWOOD CIR APT 602M	39 KILMARTIN CT	VALPARAISO	IN	46385
Ironwood Eleventh	5096410138	3660 IRONWOOD CIR APT 204M	3660 IRONWOOD CIRCLE UNIT 204M	BRADENTON	FL	34209
Ironwood Eleventh	5096410336	3660 IRONWOOD CIR APT 506M	2381 BEVERLY RD	WANTAGH	NY	11793-4518
Ironwood Eleventh	5096410260	3660 IRONWOOD CIR APT 405M	6746 LAKESHORE	LAKEPORT	MI	48060
Ironwood Eleventh	5096410203	3660 IRONWOOD CIR APT 305M	76 NEW COVE RD			A1A 2C3
Ironwood Eleventh	5096410229	3660 IRONWOOD CIR APT 401M	420 ERIE CRT	SARASOTA	FL	34237
Ironwood Eleventh	5096410245	3660 IRONWOOD CIR UNIT 403M	3660 IRONWOOD CIR UNIT 403M	BRADENTON	FL	34209
Ironwood Eleventh	5096410302	3660 IRONWOOD CIR APT 503M	13926 HOLLOWGREEN DR	HOUSTON	TX	77082
Ironwood Eleventh	5096410252	3660 IRONWOOD CIR APT 404M	3660 IRONWOOD CIR 404M	BRADENTON	FL	34209
Ironwood Eleventh	5096410096	3660 IRONWOOD CIR APT 106M	2198 GRIBBLE DR	COVINGTON	KY	41017-9204
Ironwood Eleventh	5096410401	3660 IRONWOOD CIR APT 701M	59 STARDUST DR	SHERMAN	IL	62684-9762
Ironwood Eleventh	5096410393	3660 IRONWOOD CIR APT 606M	3660 IRONWOOD CIR UNIT 606M	BRADENTON	FL	34209-6861
Ironwood Eleventh	5096410385	3660 IRONWOOD CIR UNIT 605M	280 SCOTSCRAIG DR	VALPARAISO	IN	46385
Ironwood Eleventh	5096410369	3660 IRONWOOD CIR APT 603M	8498 RED OAK DR NE	WARREN	OH	44484
Ironwood Eleventh	5096410427	3660 IRONWOOD CIR APT 703M	8 BRASSWOOD ROAD	SAINT JAMES	NY	11780
Ironwood Eleventh	5096410054	3660 IRONWOOD CIR APT 102M	3660 IRONWOOD CIR APT 102M	BRADENTON	FL	34209
Ironwood Eleventh	5096410120	3660 IRONWOOD CIR APT 203M	180 BRICK LANDING	ROCHESTER	NY	14626
Ironwood Eleventh	5096410047	3660 IRONWOOD CIR APT 101M	3660 IRONWOOD CIR APT 101M	BRADENTON	FL	34209-6855
Ironwood Eleventh	5096410161	3660 IRONWOOD CIR APT 301M	8215 TRICIA PRICE DR	POWELL	OH	43065
Ironwood Eleventh	5096410104	3660 IRONWOOD CIR UNIT 201M	1380 MAYESVILLE WAY	THE VILLAGES	FL	32162
Ironwood Twelfth	5096410609	4240 IRONWOOD CIR APT 104A	8303 OLDE TROON DR	CHARLOTTE	NC	28277
Ironwood Twelfth	5096410690	4240 IRONWOOD CIR APT 301A	4240 IRONWOOD CIR APT 301A	BRADENTON	FL	34209
Ironwood Twelfth	5096410799	4240 IRONWOOD CIR UNIT 405A	10142 WOESTE RD	ALEXANDRIA	KY	41001
Ironwood Twelfth	5096410666	4240 IRONWOOD CIR APT 204A	4240 IRONWOOD CIR APT 204A	BRADENTON	FL	34209-6867
Ironwood Twelfth	5096410864	4240 IRONWOOD CIR APT 506A	4240 IRONWOOD CIR 506A	BRADENTON	FL	34209-6871
Ironwood Twelfth	5096410856	4240 IRONWOOD CIR UNIT 505A	2041 SELBY AVE	SAINT PAUL	MN	55104-5764
Ironwood Twelfth	5096410773	4240 IRONWOOD CIR APT 403A	1364 HILLSDALE DR	MONROEVILLE	PA	15146
Ironwood Twelfth	5096410849	4240 IRONWOOD CIR APT 504A	2624 NE SONORA VALLEY DR	BLUE SPRINGS	MO	64014-1459
Ironwood Twelfth	5096410583	4240 IRONWOOD CIR APT 102A	11221 BRADLEY CT	ORLAND PARK	IL	60467-7551
Ironwood Twelfth	5096410716	4240 IRONWOOD CIR APT 303A	1343 GROVESEDGE DR	MAINEVILLE	OH	45039
Ironwood Twelfth	5096410914	4240 IRONWOOD CIR APT 605A	4240 IRONWOOD CIR BLDG A605	BRADENTON	FL	34209
Ironwood Twelfth	5096410674	4240 IRONWOOD CIR UNIT 205A	4240 IRONWOOD CIR UNIT 205A	BRADENTON	FL	34209
Ironwood Twelfth	5096410740	4240 IRONWOOD CIR UNIT 306A	4687 OLD STATE RD 4	ALEXANDRIA	KY	41001
Ironwood Twelfth	5096410625	4240 IRONWOOD CIR APT 106A	249 OAK ENTRANCE DRIVE	CLAIRTON	PA	15025
Ironwood Twelfth	5096410906	4240 IRONWOOD CIR APT 604A	29630 STANDLEY RD	DEFIANCE	OH	43512
Ironwood Twelfth	5096410575	4240 IRONWOOD CIR APT 101A	4240 IRONWOOD CIR 101A	BRADENTON	FL	34209
Ironwood Twelfth	5096410872	4240 IRONWOOD CIR APT 601A	4240 IRONWOOD CIR APT 601A	BRADENTON	FL	34209-6871
Ironwood Twelfth	5096410880	4240 IRONWOOD CIR APT 602A	6263 CUNNINGHAM LAKE RD	BRIGHTON	MI	48116-5134
Ironwood Twelfth	5096410732	4240 IRONWOOD CIR APT 305A	PO BOX 24	MILANVILLE	PA	18443
Ironwood Twelfth	5096410641	4240 IRONWOOD CIR APT 202A	179 WEST TUPPER ST	BUFFALO	NY	14201
Ironwood Twelfth	5096410658	4240 IRONWOOD CIR APT 203A	61 VELVA AVE			P7A 6N6
Ironwood Twelfth	5096410633	4240 IRONWOOD CIR APT 201A	4240 IRONWOOD CIR APT 201A	BRADENTON	FL	34209
Ironwood Twelfth	5096410567	4240 IRONWOOD CIR	4240 IRONWOOD CIR	BRADENTON	FL	34209

Ironwood Twelfth	5096410591	4240 IRONWOOD CIR APT 103A	5064 GARY LN	COLD SPRING	KY	41076
Ironwood Twelfth	5096410724	4240 IRONWOOD CIR APT 304A	10764 STATE ROUTE F	FARMINGTON	MO	63640
Ironwood Twelfth	5096410831	4240 IRONWOOD CIR APT 503A	4240 IRONWOOD CIR #503A	BRADENTON	FL	34209
Ironwood Twelfth	5096410815	4240 IRONWOOD CIR APT 501A	33 BONNIE BROOK DR	CUMBERLAND	RI	02864
Ironwood Twelfth	5096410807	4240 IRONWOOD CIR APT 406A	4240 IRONWOOD CIR APT 406A	BRADENTON	FL	34209
Ironwood Twelfth	5096410757	4240 IRONWOOD CIR APT 401A	3750 PINEBROOK CIR UNIT 301	BRADENTON	FL	34209
Ironwood Twelfth	5096410765	4240 IRONWOOD CIR APT 402A	9005 FORT CRAIG DR	BURKE	VA	22015
Ironwood Twelfth	5096410781	4240 IRONWOOD CIR APT 404A	5679 COUNTRY LAKES RD	SARASOTA	FL	34243
Ironwood Twelfth	5096410823	4240 IRONWOOD CIR APT 502A	4240 IRONWOOD CIR APT 502A	BRADENTON	FL	34209
Ironwood Twelfth	5096410682	4240 IRONWOOD CIR APT 206A	4240 IRONWOOD CIR 206A	BRADENTON	FL	34209-6868
Ironwood Twelfth	5096410898	4240 IRONWOOD CIR APT 603A	12657 OAK HILL WAY	PARRISH	FL	34219
Ironwood Twelfth	5096410922	4240 IRONWOOD CIR UNIT 606A	37 MOSWANSICUT LAKE DR	NORTH SCITUATE	RI	02857
Ironwood Twelfth	5096410617	4240 IRONWOOD CIR UNIT 105A	880 LOCUST LANE	CINCINNATI	OH	45245
Ironwood Twelfth	5096410708	4240 IRONWOOD CIR APT 302A	4240 IRONWOOD CIR UNIT 302A	BRADENTON	FL	34209
Ironwood Fourteenth	5096411342	3640 IRONWOOD CIR APT 505N	5178 WINDEMERE SQUARE	SWARTZ CREEK	MI	48473
Ironwood Fourteenth	5096411102	3640 IRONWOOD CIR APT 105N	270 GREENVIEW # 11	CADILLAC	MI	49601
Ironwood Fourteenth	5096411094	3640 IRONWOOD CIR APT 104N	1012 NEOSHO DR	FORKED RIVER	NJ	08731-2003
Ironwood Fourteenth	5096411326	3640 IRONWOOD CIR APT 503N	3930 DURBAN LN			LOR2CO
Ironwood Fourteenth	5096411300	3640 IRONWOOD CIR APT 501N	3640 IRONWOOD CIRCLE #N-501	BRADENTON	FL	34209
Ironwood Fourteenth	5096411367	3640 IRONWOOD CIR APT 601N	4200 IRONWOOD CIR APT 207B	BRADENTON	FL	34209-6881
Ironwood Fourteenth	5096411193	3640 IRONWOOD CIR UNIT 302N	1340 GRANBY RD	CHICOPEE	MA	01020
Ironwood Fourteenth	5096411318	3640 IRONWOOD CIR APT 502N	1171 SMITHFIELD ST	STATE COLLEGE	PA	16801-6429
Ironwood Fourteenth	5096411078	3640 IRONWOOD CIR APT 102N	11310 85TH ST	WILLOW SPRINGS	IL	60480
Ironwood Fourteenth	5096411136	3640 IRONWOOD CIR APT 202N	3640 IRONWOOD CIR APT 202N	BRADENTON	FL	34209
Ironwood Fourteenth	5096411417	3640 IRONWOOD CIR APT 606N	9952 S FAIRFIELD AVE	CHICAGO	IL	60655
Ironwood Fourteenth	5096411409	3640 IRONWOOD CIR UNIT 605N	3640 IRONWOOD CIR UNIT 605N	BRADENTON	FL	34209
Ironwood Fourteenth	5096411169	3640 IRONWOOD CIR APT 205N	3640 IRONWOOD CIR 205N	BRADENTON	FL	34209-6878
Ironwood Fourteenth	5096411292	3640 IRONWOOD CIR APT 406N	2-3516 MAIN ST			L2G 6A6
Ironwood Fourteenth	5096411466	3640 IRONWOOD CIR APT 705N	3640 IRONWOOD CIR UNIT 705N	BRADENTON	FL	34209
Ironwood Fourteenth	5096411359	3640 IRONWOOD CIR APT 506N	3640 IRONWOOD CIR 506N	BRADENTON	FL	34209-6881
Ironwood Fourteenth	5096411177	3640 IRONWOOD CIR APT 206N	3640 IRONWOOD CIR APT 206N	BRADENTON	FL	34209-6878
Ironwood Fourteenth	5096411243	3640 IRONWOOD CIR APT 401N	3640 IRONWOOD CIR APT 401	BRADENTON	FL	34209-6879
Ironwood Fourteenth	5096411375	3640 IRONWOOD CIR APT 602N	2173 JEFFERSON LN	DELAVAN	WI	53115
Ironwood Fourteenth	5096411425	3640 IRONWOOD CIR APT 701N	27 WATCH HILL DR	ENFIELD	CT	06082-4163
Ironwood Fourteenth	5096411227	3640 IRONWOOD CIR APT 305N	67 ARIZONA RD SOUTH	WEST BABYLON	NY	11704
Ironwood Fourteenth	5096411052	3640 IRONWOOD CIR	7300 PARK ST	SEMINOLE	FL	33777
Ironwood Fourteenth	5096411128	3640 IRONWOOD CIR UNIT 201N	3640 IRONWOOD CIR 201N	BRADENTON	FL	34209-6837
Ironwood Fourteenth	5096411441	3640 IRONWOOD CIR APT 703N	3640 IRONWOOD CIR 703N	BRADENTON	FL	34209

Ironwood Fourteenth	5096411235	3640 IRONWOOD CIR APT 306N	800 ALISON LN	CAROL STREAM	IL	60188
Ironwood Fourteenth	5096411458	3640 IRONWOOD CIR APT 704N	319 HICKORY DR	EVERETT	PA	15537-9617
Ironwood Fourteenth	5096411284	3640 IRONWOOD CIR APT 405N	87 FAIRWAYS DR	MIDDLETOWN	NY	10940
Ironwood Fourteenth	5096411391	3640 IRONWOOD CIR APT 604N	5012 20TH AVE W	BRADENTON	FL	34209
Ironwood Fourteenth	5096411276	3640 IRONWOOD CIR APT 404N	3640 IRONWOOD CIR APT 404N	BRADENTON	FL	34209-6880
Ironwood Fourteenth	5096411334	3640 IRONWOOD CIR UNIT 504N	2156 MILLS CREST ST	FUQUAY VARINA	NC	27526
Ironwood Fourteenth	5096411144	3640 IRONWOOD CIR APT 203N	1202 HANCOCK ST	CAROL STREAM	IL	60188
Ironwood Fourteenth	5096411185	3640 IRONWOOD CIR APT 301N	3640 IRONWOOD CIR 301N	BRADENTON	FL	34209-6878
Ironwood Fourteenth	5096411219	3640 IRONWOOD CIR APT 304N	913 AGLAIA DR	WHITE LAKE	MI	48386-4396
Ironwood Fourteenth	5096411250	3640 IRONWOOD CIR APT 402N	8941 S 84TH CT	HICKORY HILLS	IL	60457
Ironwood Fourteenth	5096411086	3640 IRONWOOD CIR APT 103N	4719 3RD AVE NW	BRADENTON	FL	34209
Ironwood Fourteenth	5096411110	3640 IRONWOOD CIR APT 106N	8156 JERRY DR	POWELL	OH	43065
Ironwood Fourteenth	5096411474	3640 IRONWOOD CIR UNIT 706N	3002 LAKECREST RD NE	ALEXANDRIA	MN	56308-8238
Ironwood Fourteenth	5096411201	3640 IRONWOOD CIR APT 303N	3640 IRONWOOD CIR APT 303N	BRADENTON	FL	34209
Ironwood Fourteenth	5096411060	3640 IRONWOOD CIR APT 101N	3640 IRONWOOD CIR UNIT 101-N	BRADENTON	FL	34209
Ironwood Fourteenth	5096411433	3640 IRONWOOD CIR APT 702N	3640 IRONWOOD CIR APT 702N	BRADENTON	FL	34209-6882
Ironwood Fourteenth	5096411383	3640 IRONWOOD CIR APT 603N	5608 GULF DR UNIT 101	HOLMES BEACH	FL	34217
Ironwood Fourteenth	5096411268	3640 IRONWOOD CIR UNIT 403N	3640 IRONWOOD CIR UNIT 403N	BRADENTON	FL	34209-6837
Ironwood Fifteenth	5096411813	4460 IRONWOOD CIR APT 407A	6003 VIVIENDA DR	BRADENTON	FL	34207
Ironwood Fifteenth	5096411789	4460 IRONWOOD CIR APT 404A	101 SIGNORELLI DR	NOKOMIS	FL	34275
Ironwood Fifteenth	5096411581	4460 IRONWOOD CIR UNIT 108A	8825 12TH AVE NW	BRADENTON	FL	34209
Ironwood Fifteenth	5096411615	4460 IRONWOOD CIR APT 203A	304 65TH STREET CT NW	BRADENTON	FL	34209-1635
Ironwood Fifteenth	5096411680	4460 IRONWOOD CIR APT 302A	32 SHIRE OAKS DR	PITTSFORD	NY	14534
Ironwood Fifteenth	5096411557	4460 IRONWOOD CIR APT 105A	4460 IRONWOOD CIR APT 105A	BRADENTON	FL	34209
Ironwood Fifteenth	5096411847	4460 IRONWOOD CIR APT 502A	30 ALADEIN TER	SAN FRANCISCO	CA	94133
Ironwood Fifteenth	5096411532	4460 IRONWOOD CIR APT 103A	4460 IRONWOOD CIR 103AD	BRADENTON	FL	34209
Ironwood Fifteenth	5096411805	4460 IRONWOOD CIR APT 406A	4460 IRONWOOD CIR UNIT 406A	BRADENTON	FL	34209-6895
Ironwood Fifteenth	5096411631	4460 IRONWOOD CIR UNIT 205A	508 MERSEREAU AVE	ENDICOTT	NY	13760-6040
Ironwood Fifteenth	5096411565	4460 IRONWOOD CIR APT 106A	5612 BLUE REEF PL	NOKOMIS	FL	34275
Ironwood Fifteenth	5096411730	4460 IRONWOOD CIR APT 307A	35 HAYNES RD	SUDBURY	MA	01776-1340
Ironwood Fifteenth	5096411748	4460 IRONWOOD CIR UNIT 308A	4460 IRONWOOD CIR UNIT 308A	BRADENTON	FL	34209-8601
Ironwood Fifteenth	5096411524	4460 IRONWOOD CIR APT 102A	2035 BROUGHAM LN	MOUNT PLEASANT	WI	53406
Ironwood Fifteenth	5096411672	4460 IRONWOOD CIR APT 301A	4460 IRONWOOD CIR APT 301A	BRADENTON	FL	34209
Ironwood Fifteenth	5096411797	4460 IRONWOOD CIR UNIT 405A	4460 IRONWOOD CIR APT 405A	BRADENTON	FL	34209
Ironwood Fifteenth	5096411516	4460 IRONWOOD CIR APT 101A	4460 IRONWOOD CIR APT 101A	BRADENTON	FL	34209
Ironwood Fifteenth	5096411722	4460 IRONWOOD CIR APT 306A	6004 10TH AVE W	BRADENTON	FL	34209
Ironwood Fifteenth	5096411896	4460 IRONWOOD CIR APT 507A	9911 VISTA SPRINGS WAY	LOUISVILLE	KY	40291
Ironwood Fifteenth	5096411862	4460 IRONWOOD CIR APT 504A	108 QUARRY VIEW DR	MORGANTOWN	PA	19543
Ironwood Fifteenth	5096411904	4460 IRONWOOD CIR UNIT 508A	6115 LYN MAR DR	LAKELAND	FL	33813-3780
Ironwood Fifteenth	5096411508	4460 IRONWOOD CIR	2180 WEST SR 434 STE 5000	LONGWOOD	FL	32779
Ironwood Fifteenth	5096411888	4460 IRONWOOD CIR APT 506A	4460 IRONWOOD CIR APT 506A	BRADENTON	FL	34209-6896

Ironwood Fifteenth	5096411664	4460 IRONWOOD CIR APT 208A	4460 IRONWOOD CIR APT 208 A	BRADENTON	FL	34209
Ironwood Fifteenth	5096411714	4460 IRONWOOD CIR APT 305A	4460 IRONWOOD CIR APT 305A	BRADENTON	FL	34209
Ironwood Fifteenth	5096411763	4460 IRONWOOD CIR APT 402A	410 KINGS PARK DR EXT UNIT F	LIVERPOOL	NY	13090
Ironwood Fifteenth	5096411599	4460 IRONWOOD CIR APT 201A	4460 IRONWOOD CIR APT 201A	BRADENTON	FL	34209
Ironwood Fifteenth	5096411607	4460 IRONWOOD CIR APT 202A	4460 IRONWOOD CIR UNIT 202A	BRADENTON	FL	34209
Ironwood Fifteenth	5096411698	4460 IRONWOOD CIR UNIT 303A	4460 IRONWOOD CIR UNIT 303A	BRADENTON	FL	34209
Ironwood Fifteenth	5096411573	4460 IRONWOOD CIR APT 107A	4119 52ND ST W	BRADENTON	FL	34209
Ironwood Fifteenth	5096411656	4460 IRONWOOD CIR APT 207A	4460 IRONWOOD CIR APT 207A	BRADENTON	FL	34209
Ironwood Fifteenth	5096411870	4460 IRONWOOD CIR APT 505A	21 ROLLING HILLS CT	CINCINNATI	OH	45215
Ironwood Fifteenth	5096411540	4460 IRONWOOD CIR UNIT 104A	4460 IRONWOOD CIR 104A	BRADENTON	FL	34209-8601
Ironwood Fifteenth	5096411821	4460 IRONWOOD CIR APT 408A	4460 IRONWOOD CIR APT 408	BRADENTON	FL	34209-6895
Ironwood Fifteenth	5096411649	4460 IRONWOOD CIR APT 206A	3750 PINEBROOK CIR UNIT 305	BRADENTON	FL	34209
Ironwood Fifteenth	5096411771	4460 IRONWOOD CIR APT 403A	132 SANDHILL TER	STROUDSBURG	PA	18360
Ironwood Fifteenth	5096411839	4460 IRONWOOD CIR APT 501A	1223 GNEISS DR	MC DONALD	PA	15057
Ironwood Fifteenth	5096411623	4460 IRONWOOD CIR APT 204A	4460 IRONWOOD CIR UNIT 204AD	BRADENTON	FL	34209
Ironwood Fifteenth	5096411706	4460 IRONWOOD CIR APT 304A	4460 IRONWOOD CIR APT 304AD	BRADENTON	FL	34209
Ironwood Fifteenth	5096411755	4460 IRONWOOD CIR APT 401A	6210 RIVERVIEW BLVD	BRADENTON	FL	34209-1345
Ironwood Fifteenth	5096411854	4460 IRONWOOD CIR UNIT 503A	5222 LOWER LAKE DRIVE	MILFORD	OH	45150
Ironwood Sixteenth	5096412456	3620 IRONWOOD CIR APT 204O	3620 IRONWOOD CIR APT 204O	BRADENTON	FL	34209-6884
Ironwood Sixteenth	5096413157	3620 IRONWOOD CIR APT 405O	1901 CASTLE AVE	BLOOMINGTON	IL	61701
Ironwood Sixteenth	5096412605	3620 IRONWOOD CIR APT 301O	3620 IRONWOOD CIR APT 301-O	BRADENTON	FL	34209-6885
Ironwood Sixteenth	5096412506	3620 IRONWOOD CIR UNIT 205O	1 SNOWBERRY RD	MALTA	NY	12020
Ironwood Sixteenth	5096413702	3620 IRONWOOD CIR APT 604O	3660 HERBERT ST	MOGADORE	OH	44260
Ironwood Sixteenth	5096412704	3620 IRONWOOD CIR APT 302O	3620 IRONWOOD CIR APT 302O	BRADENTON	FL	34209
Ironwood Sixteenth	5096413603	3620 IRONWOOD CIR APT 602O	3620 IRONWOOD CIR 602-O	BRADENTON	FL	34209
Ironwood Sixteenth	5096413009	3620 IRONWOOD CIR APT 402O	100 COVENTRY CT	CORAOPOLIS	PA	15108
Ironwood Sixteenth	5096413207	3620 IRONWOOD CIR APT 406O	2891 HIDDEN VIEW DR SE	CALEDONIA	MI	49316
Ironwood Sixteenth	5096412159	3620 IRONWOOD CIR UNIT 104O	3 DOWNING LN	SEWELL	NJ	08080
Ironwood Sixteenth	5096412753	3620 IRONWOOD CIR APT 303O	9056 SUGARSAND LN NW	ALEXANDRIA	MN	56308
Ironwood Sixteenth	5096413058	3620 IRONWOOD CIR APT 403O	815 CALVIN DR	TRAVERSE CITY	MI	49686-3519
Ironwood Sixteenth	5096413751	3620 IRONWOOD CIR APT 605O	3620 IRONWOOD CIR APT 605O	BRADENTON	FL	34209-6888
Ironwood Sixteenth	5096413108	3620 IRONWOOD CIR UNIT 404O	87 LISA TER	PORTSMOUTH	RI	02871-2603
Ironwood Sixteenth	5096412308	3620 IRONWOOD CIR APT 201O	3620 IRONWOOD CIR 201O	BRADENTON	FL	34209-6884
Ironwood Sixteenth	5096412555	3620 IRONWOOD CIR APT 206O	3620 IRONWOOD CIRCLE APT 2060	BRADENTON	FL	34209
Ironwood Sixteenth	5096413652	3620 IRONWOOD CIR APT 603O	3620 IRONWOOD CIR APT 603O	BRADENTON	FL	34209
Ironwood Sixteenth	5096412001	3620 IRONWOOD CIR APT 101O	3620 IRONWOOD CIR APT 101O	BRADENTON	FL	34209
Ironwood Sixteenth	5096411953	3620 IRONWOOD CIR	3620 IRONWOOD CIR	BRADENTON	FL	34209
Ironwood Sixteenth	5096413306	3620 IRONWOOD CIR APT 502O	159 N JAMESTOWN RD	MOON TOWNSHIP	PA	15108-1014
Ironwood Sixteenth	5096413256	3620 IRONWOOD CIR APT 501O	2206 GREYSTONE DR	MOON TOWNSHIP	PA	15108
Ironwood Sixteenth	5096412100	3620 IRONWOOD CIR APT 103O	3620 IRONWOOD CIR 103O	BRADENTON	FL	34209-6883
Ironwood Sixteenth	5096412357	3620 IRONWOOD CIR APT 202O	17 ELEANOR RD	MANCHESTER	NJ	08759
Ironwood Sixteenth	5096412407	3620 IRONWOOD CIR APT 203O	3620 IRONWOOD CIR 203	BRADENTON	FL	34209-6832
Ironwood Sixteenth	5096413454	3620 IRONWOOD CIR UNIT 505O	83 BAYLORS ROAD	NICHOLSON	PA	18446-9304
Ironwood Sixteenth	5096412803	3620 IRONWOOD CIR APT 304O	64 1ST ST	RONKONKOMA	NY	11779
Ironwood Sixteenth	5096413355	3620 IRONWOOD CIR APT 503O	3620 IRONWOOD CIR #503O	BRADENTON	FL	34209
Ironwood Sixteenth	5096412852	3620 IRONWOOD CIR APT 305O	3620 IRONWOOD CIR APT 305O	BRADENTON	FL	34209
Ironwood Sixteenth	5096413553	3620 IRONWOOD CIR APT 601O	PO BOX 460329 DEPT 909	HOUSTON	TX	77056
Ironwood Sixteenth	5096413405	3620 IRONWOOD CIR APT 504O	108 WATERS FRONT DR NE	MILLEDGEVILLE	GA	31061-8961

Ironwood Sixteenth	5096413504	3620 IRONWOOD CIR APT 506O	3620 IRONWOOD CIR 506O	BRADENTON	FL	34209-6888
Ironwood Sixteenth	5096412902	3620 IRONWOOD CIR UNIT 306O	3620 IRONWOOD CIR UNIT 306O	BRADENTON	FL	34209-6832
Ironwood Sixteenth	5096412050	3620 IRONWOOD CIR APT 102O	361 LAKE VIKING TERRACE	GALLATIN	MO	64640
Ironwood Sixteenth	5096412209	3620 IRONWOOD CIR APT 105O	4573 WALLVIEW DR	DELTON	MI	49046-7693
Ironwood Sixteenth	5096413801	3620 IRONWOOD CIR UNIT 606O	3620 IRONWOOD CIR APT 606	BRADENTON	FL	34209-6888
Ironwood Sixteenth	5096412951	3620 IRONWOOD CIR APT 401O	3200 W HIDDEN LAKE RD	MEQUON	WI	53092-5354
Ironwood Sixteenth	5096412258	3620 IRONWOOD CIR APT 106O	3620 IRONWOOD CIR 106O	BRADENTON	FL	34209-6884
FLWC Golf	5096305007	4260 IRONWOOD CIR	1215 2ND AVENUE EAST #5312	BRADENTON	FL	34208
Ironwood Association I	5096401004	4220 IRONWOOD CIR	PO BOX 14663	BRADENTON	FL	34280
Ironwood Association II	5096407860	3810 IRONWOOD CIR	PO BOX 14663	BRADENTON	FL	34280



Source: Manatee County Property Appraiser (note that roadway is not assessed

AGENDA ITEM NO. 8.b

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: June 10, 2026

SUBMITTED BY: Jean Totti, City Administration

ITEM TYPE: Contract

AGENDA SECTION: NEW BUSINESS BY DEPARTMENT HEADS, CITY ATTORNEY AND COUNCIL

SUBJECT: Public Works Masterplan Professional Design Services Agreement for Phase 1

SUGGESTED ACTION: Approve

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City of Bradenton Public Works Facility requires relocation in its entirety due to proposed redevelopment of the current location. The proposed site is located at 1706 9th Street East and approximately 28-acres. Based on the approved masterplan (dated 10/10/2025), the redevelopment of the 28-acre site will be bid, permitted and constructed in two separate phases. This proposal is for phase-1 only.

FINANCIAL IMPACT:
$2,715,409.00

ATTORNEY REVIEW/RECOMMENDATION:
Under review.

SUGGESTED MOTION:
Motion to approve the contract with Sweet Sparkman Architects for Phase 1 of the design and construction administration of the new Public Works Complex.

ATTACHMENTS:

Revised Master Plan

PROPOSED MASTER PLAN

SWEETSPARKMAN
ARCHITECTURE & INTERIORS



LEGEND

- BUILDING
- COVERED STORAGE
- GREEN AREAS
- STORMWATER (DRY RETENTION)
- SIDEWALK
- ASPHALT
- SITE BOUNDARY
- FENCE LINE

1.0 FLEET / SMALL ENGINE
Buidling: *(37,812 SF)* Site: *(4.0 Acres)*

2.0 Solid Waste
Building: *(9,600 SF)* Site: *(3.8 Acres)*

3.0 Purchasing
Building: *(11,250 SF)* Site: *(1.0 Acres)*

4.0 Central Ops / Field Ops
Building: *(31,900 SF)* Site: *(1.05 Acres)*

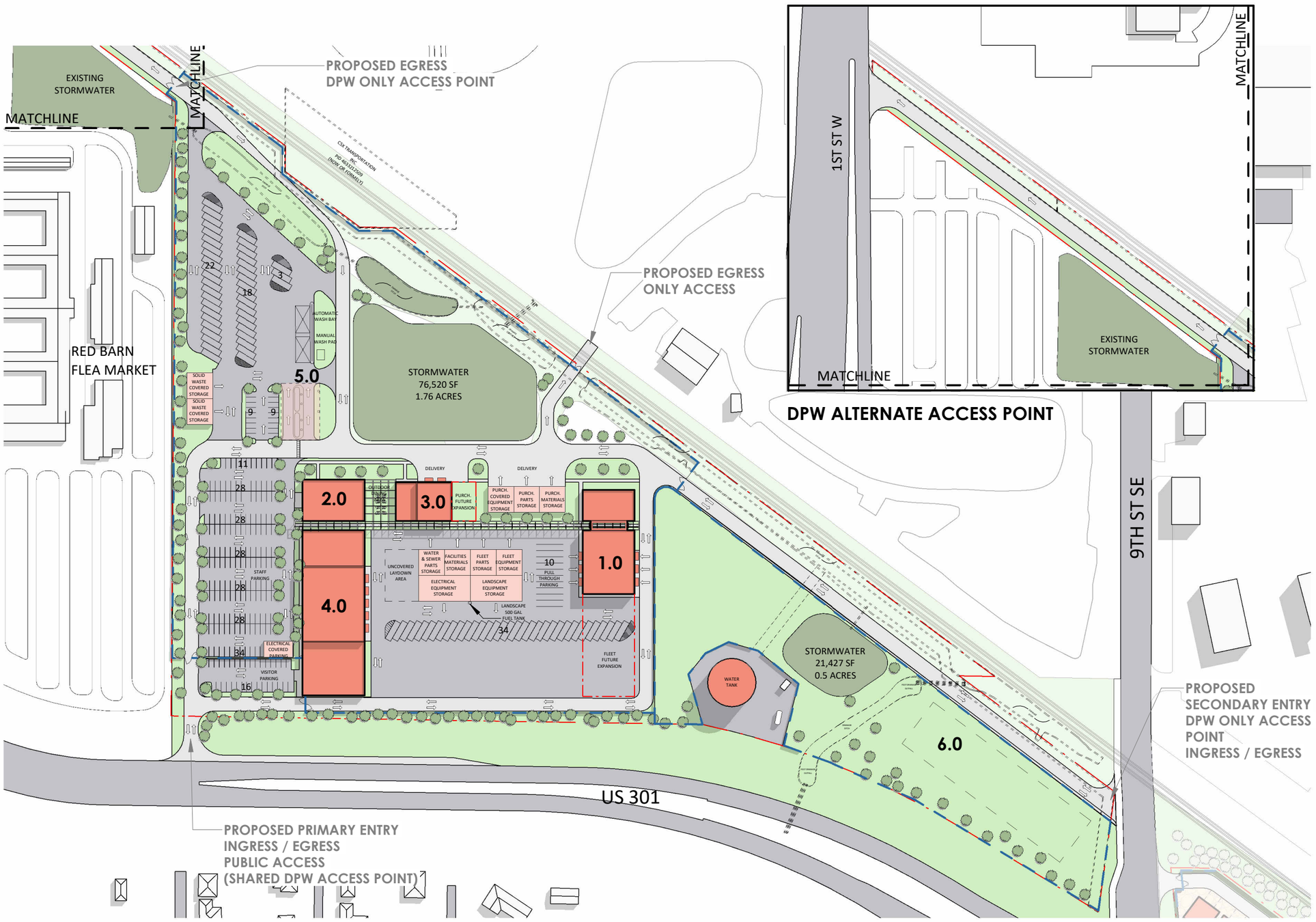
- **Landscape & Grounds** Site: *(0.8 Acres)*
- **Street Drainage** Site: *(0.2 Acres)*
- **Water & Sewer** Site: *(0.4 Acres)*
- **Mechanical | Lift Stations** Site: *(0.2 Acres)*
- **Electrical/Facilities** Site: *(0.4 Acres)*
- **Central Ops** Site: *(0.04 Acres)*

5.0 Fuel Island / Vehicle Wash
Site: *(0.8 Acres)*

N

0' 100' 200' 400'
SCALE: 1" = 200'

REVISED MASTER PLAN - 6/3/2026



SWEETSPARKMAN
ARCHITECTURE & INTERIORS

LEGEND

- BUILDING
- COVERED STORAGE
- GREEN AREAS
- STORMWATER (DRY RETENTION)
- SIDEWALK
- ASPHALT
- SITE BOUNDARY
- FENCE LINE

1.0 Fleet Maintenance
Building: *(18,200 SF)* Site: *(1.9 Acres)*

2.0 Solid Waste
Building: *(9,600 SF)* Site: *(3.8 Acres)*

3.0 Purchasing
Building: *(8,062 SF)* Site: *(1.0 Acres)*

4.0 Central Ops / Field Ops
Building: *(31,900 SF)* Site: *(2.16 Acres)*

Landscape & Grounds
Site: *(0.8 Acres)*

Street Drainage
Site: *(0.2 Acres)*

Water & Sewer
Site: *(0.4 Acres)*

Mechanical | Lift Stations
Site: *(0.2 Acres)*

Electrical/Facilities
Site: *(0.4 Acres)*

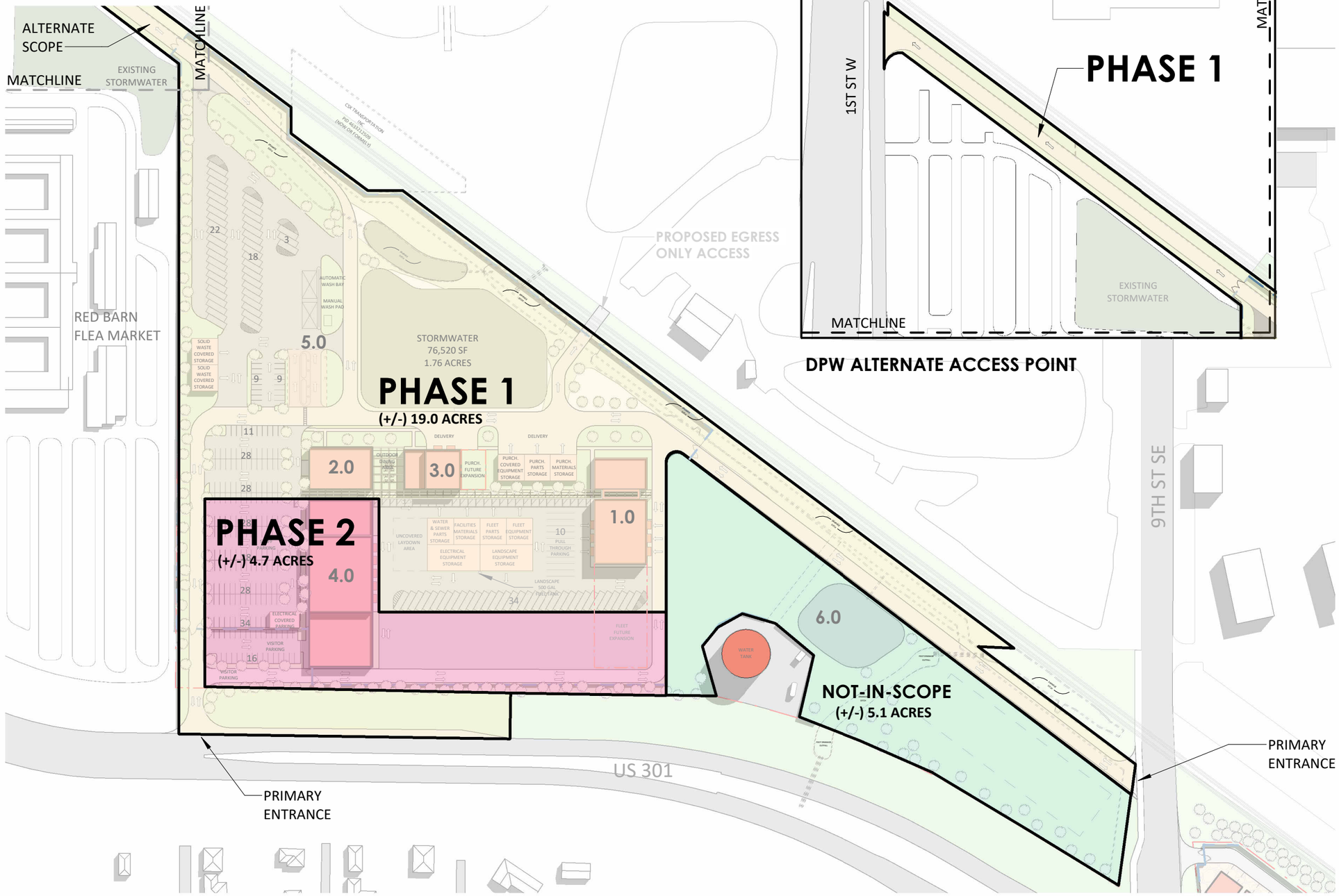
Central Ops
Site: *(0.04 Acres)*

5.0 Fuel Island / Vehicle Wash
Site: *(0.8 Acres)*

6.0 Not-In-Scope
Building: (+/- 38,024 SF) Site: *(5.1 Acres)*

REVISED MASTER PLAN - PHASING PLAN

SWEETSPARKMAN
ARCHITECTURE & INTERIORS



DPW ALTERNATE ACCESS POINT

LEGEND

- **PHASE 1** Site: (+/-) *19.0 Acres*
- **PHASE 2** Site: (+/-) *4.7 Acres*
- **NOT-IN-SCOPE** Site: (+/-) *5.1 Acres*

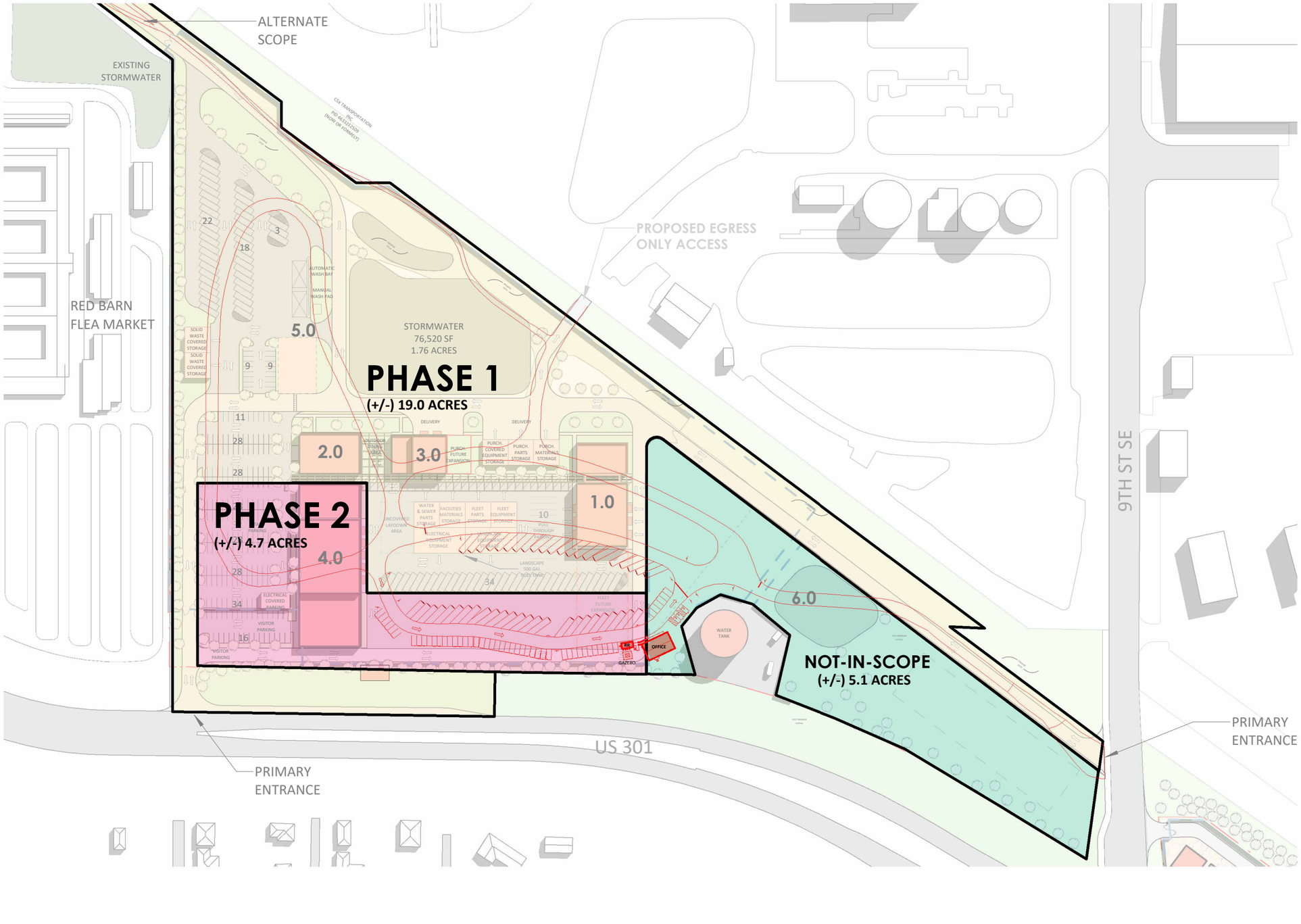
N

0' 100' 200' 400'

SCALE: 1" = 200'

REVISED MASTER PLAN - TEMP SITE OVERLAY

SWEETSPARKMAN
ARCHITECTURE & INTERIORS



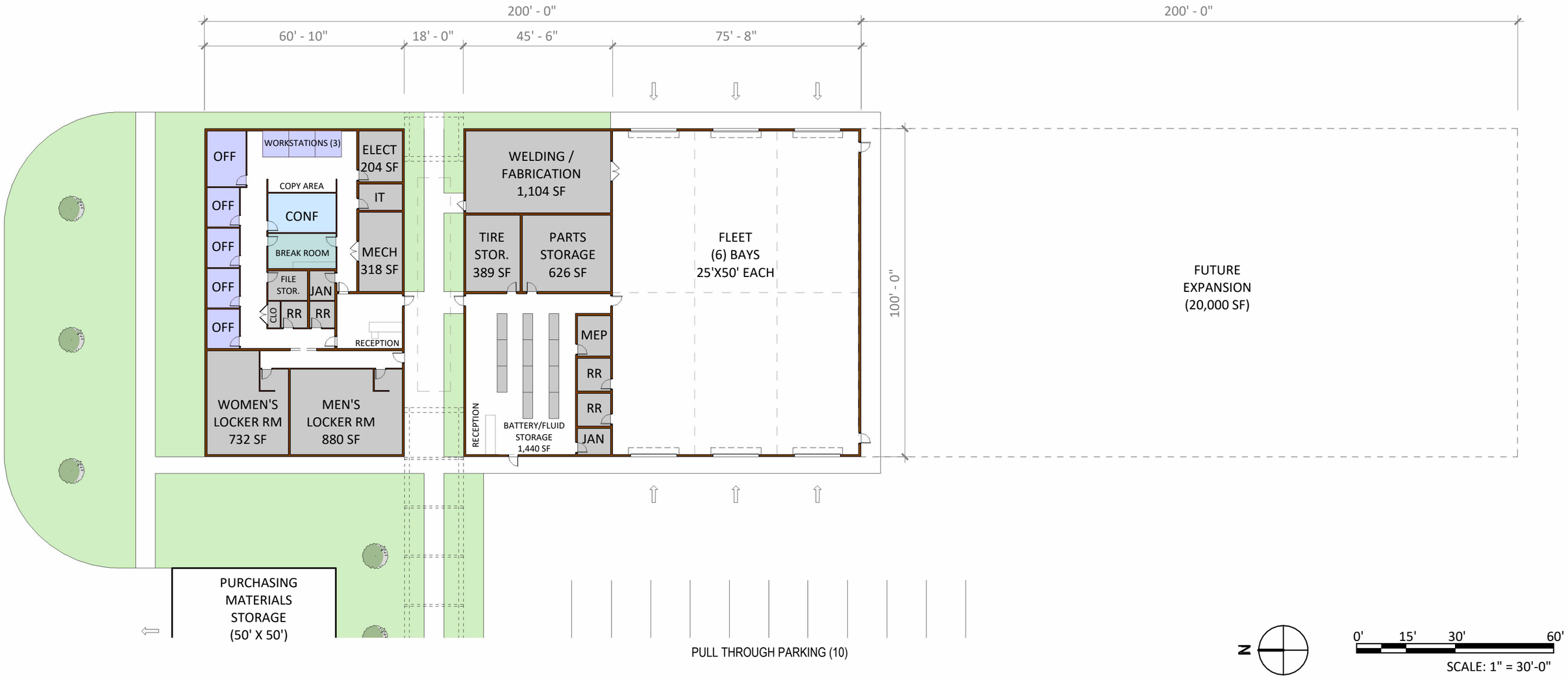
1.0 - FLEET MAINTENANCE BUILDING (FLOOR PLAN)

SWEETSPARKMAN
ARCHITECTURE & INTERIORS

LEGEND

- OFFICE SPACE - (OFFICES / WORKSTATIONS)
- MEETING SPACE - (CONFERENCE ROOM / TRAINING ROOM / HUDDLE AREA)
- STAFF SPACE - (CHANGING ROOM / WELLNESS CENTER / BREAKROOM)
- BOH *(BACK-OF-HOUSE)* SPACE - (MEP ROOM / RESTROOMS / STORAGE ROOM)

TOTAL BUILDING SF: 18,200 SF



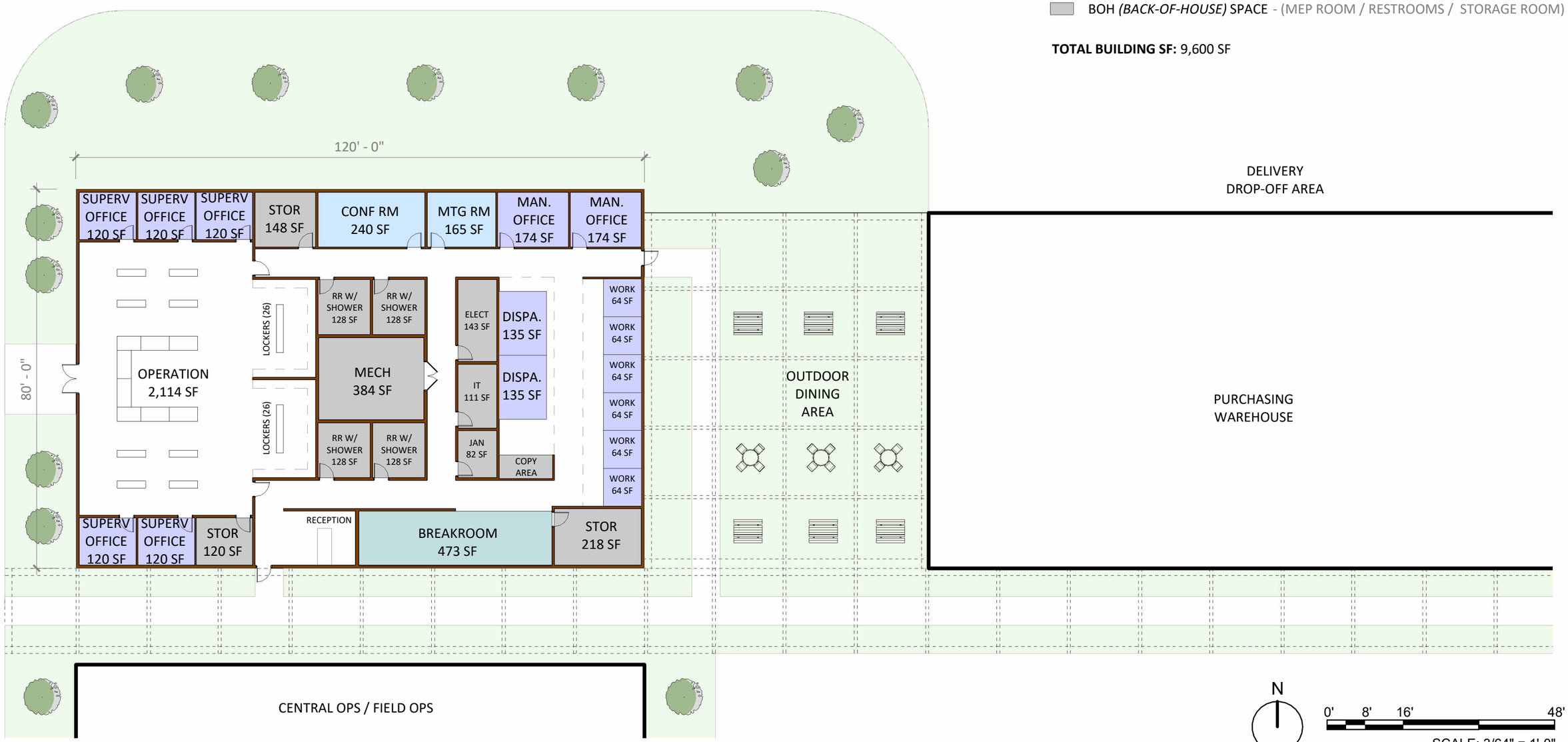
2.0 - SOLID WASTE BUILDING (FLOOR PLAN)

SWEETSPARKMAN
ARCHITECTURE & INTERIORS

LEGEND

- OFFICE SPACE - (OFFICES / WORKSTATIONS)
- MEETING SPACE - (CONFERENCE ROOM / TRAINING ROOM / HUDDLE AREA)
- STAFF SPACE - (CHANGING ROOM / WELLNESS CENTER / BREAKROOM)
- BOH *(BACK-OF-HOUSE)* SPACE - (MEP ROOM / RESTROOMS / STORAGE ROOM)

TOTAL BUILDING SF: 9,600 SF



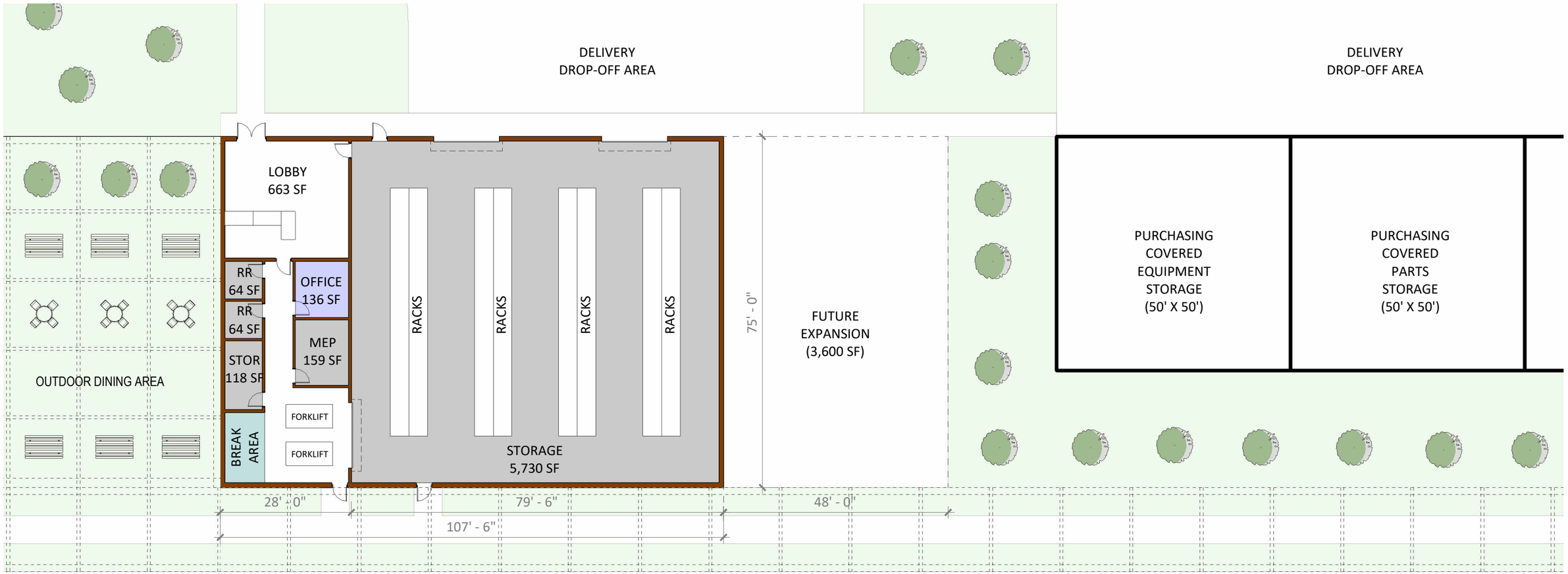
3.0 - PURCHASING BUILDING (FLOOR PLAN)

SWEETSPARKMAN
ARCHITECTURE & INTERIORS

LEGEND

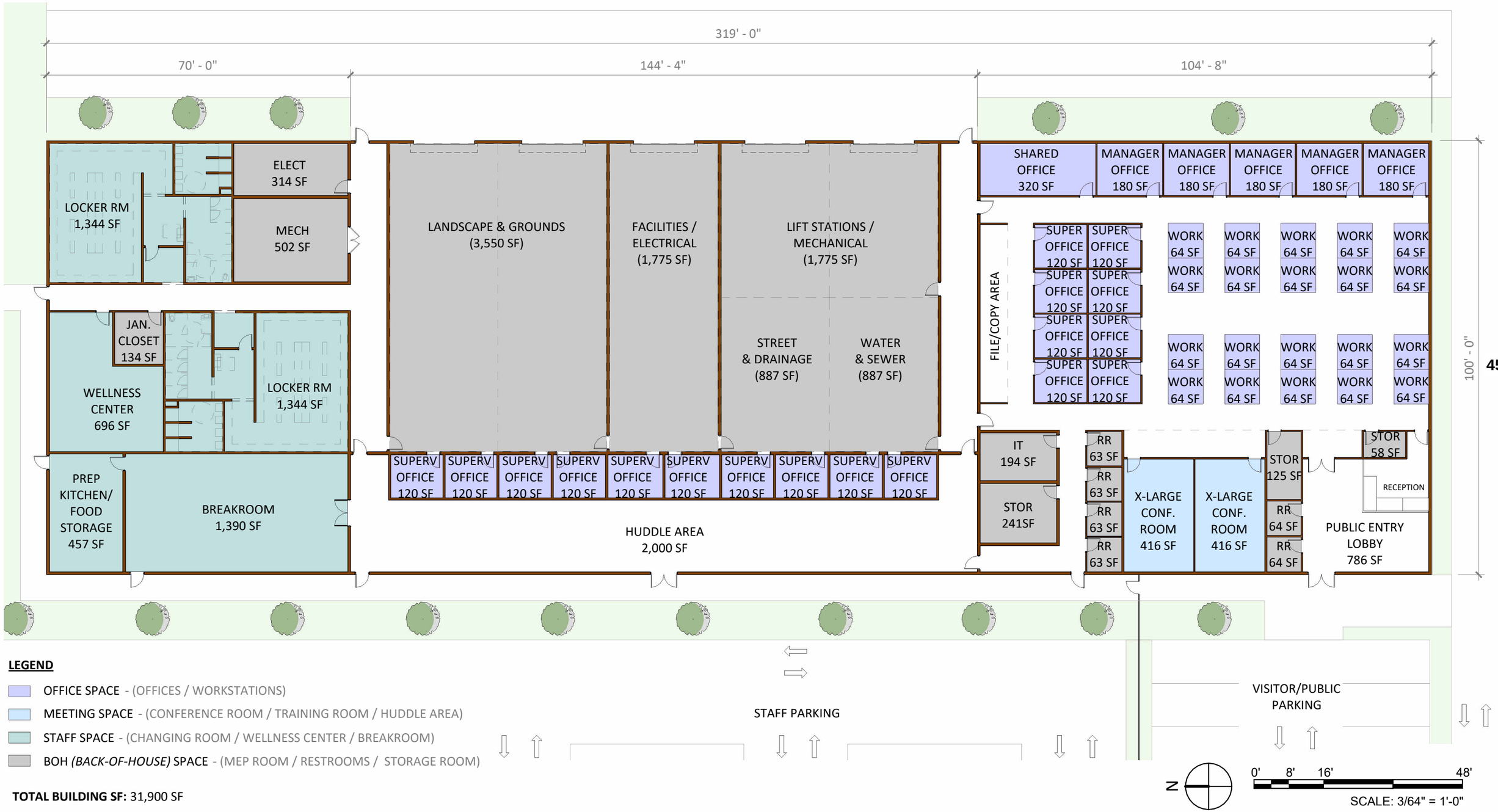
- OFFICE SPACE - (OFFICES / WORKSTATIONS)
- MEETING SPACE - (CONFERENCE ROOM / TRAINING ROOM / HUDDLE AREA)
- STAFF SPACE - (CHANGING ROOM / WELLNESS CENTER / BREAKROOM)
- BOH *(BACK-OF-HOUSE)* SPACE - (MEP ROOM / RESTROOMS / STORAGE ROOM)

TOTAL BUILDING SF: 8,062 SF



4.0 - CENTRAL OPERATIONS BUILDING

SWEETSPARKMAN
ARCHITECTURE & INTERIORS



LEGEND

- OFFICE SPACE - (OFFICES / WORKSTATIONS)
- MEETING SPACE - (CONFERENCE ROOM / TRAINING ROOM / HUDDLE AREA)
- STAFF SPACE - (CHANGING ROOM / WELLNESS CENTER / BREAKROOM)
- BOH *(BACK-OF-HOUSE)* SPACE - (MEP ROOM / RESTROOMS / STORAGE ROOM)

TOTAL BUILDING SF: 31,900 SF

AGENDA ITEM NO. 8.c

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: June 10, 2026

SUBMITTED BY: Erin Jones, City Administration

ITEM TYPE: Agreement

AGENDA SECTION: NEW BUSINESS BY DEPARTMENT HEADS, CITY ATTORNEY AND COUNCIL

SUBJECT: Agreement 26-031EJ for Water Reclamation Facility and Collection System Facilities Plan

SUGGESTED ACTION: Approval for Mayor's Signature

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
On March 30, 2026, City of Bradenton advertised Request for Qualifications (RFQ) 26-031EJ to select a firm to provide Water Reclamation Facility and Collection System Facilities. Notice of this RFQ was made through OpenGov. 21,948 vendors were notified, 634 vendors viewed the solicitation, and 2 vendors submitted an offer.

On May 13, 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, two (2) proposers were shortlisted to participate in a presentation and question and answer session.

On May 27, 2026 each shortlisted proposers gave their presentation and following the presentations the Committee reconvened and discussed each firm's presentations and shared their perspectives. Following the discussion, the committee members independently ranked each short-listed proposer. Woodard & Curran being the highest-ranking proposer, is recommended for award.

Purchasing is now bringing forth the resulting negotiated Agreement.

FINANCIAL IMPACT:
GL Account: 40859000-563000-26552

ATTORNEY REVIEW/RECOMMENDATION:
Under review with the City Attorney.

SUGGESTED MOTION:
Motion to approve Agreement 26-031EJ with Woodard & Curran for the Water Reclamation Facility and Collection System Facilities Plan.

ATTACHMENTS:

AGENDA ITEM NO. 8.d

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: June 10, 2026

SUBMITTED BY: Erin Jones, City Administration

ITEM TYPE: Agreement

AGENDA SECTION: NEW BUSINESS BY DEPARTMENT HEADS, CITY ATTORNEY AND COUNCIL

SUBJECT: Agreement 26-030EJ for Water Treatment Plan and Distribution System Facilities Plan

SUGGESTED ACTION: Approval for Mayor's Signature

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
On April 1, 2026, City of Bradenton advertised Request for Qualifications (RFQ) 26-030EJ Water Treatment Plan and Distribution System Facilities Plan. Notice of this RFQ was made through OpenGov. 21,943 vendors were notified, 599 vendors viewed the solicitation, and 3 vendors submitted an offer.

On May 15, 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, three (3) proposers were shortlisted to participate in a presentation and question and answer session.

On June 1, 2026 each shortlisted proposers gave their presentation and following the presentations the Committee reconvened and discussed each firm’s presentations and shared their perspectives. Following the discussion, the committee members independently ranked each short-listed proposer. Woodard & Curran being the highest-ranking proposer, is recommended for award.

Purchasing is now bringing forth the resulting negotiated Agreement.

FINANCIAL IMPACT:
GL Account: 40859000-563000-26551

ATTORNEY REVIEW/RECOMMENDATION:
Under review with the City Attorney.

SUGGESTED MOTION:
Motion to approve Agreement 26-030EJ with Woodard & Curran for the Water Treatment Plan and Distribution System Facilities Plan.

ATTACHMENTS:

AGENDA ITEM NO. 8.e

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: June 10, 2026

SUBMITTED BY: Corey Fortin, City Administration

ITEM TYPE: Agreement

AGENDA SECTION: NEW BUSINESS BY DEPARTMENT HEADS, CITY ATTORNEY AND COUNCIL

SUBJECT: Second Amendment to Purchase and Sale Agreement and Land Use Restriction Agreement between the Community Redevelopment Agency (CRA) and PHBGF Ventures, LLC for 1404 14th Street West, 1424 14th Street West, and 1444 14th Street West

SUGGESTED ACTION: Approve the Amendment subject to removal of the impact fees waiver from the document.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Based on the existing incentives contemplated to be provide to the developer by the Community Redevelopment Agency, waiver of the impact fees for this project is excessive and not recommended.

As the attached Memo from the CRA Executive Director, these fees are critical as a dedicated funding source for the City's infrastructure improvements and must be preserved. This will ensure that the developer pays its fair share of the increased burden placed on municipal infrastructure, including utilities, public safety, and roadways.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:

Reviewed by Blalock Walters - approved as to form.

SUGGESTED MOTION:
Motion to authorize execution of the LURA by Mayor at closing, subject to removal of the impact fee waiver from the document.

ATTACHMENTS:
Second Amendment to Purchase and Sale Agreement
Memorandum from Jeff Burton, CRA Executive Director

SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT (this "**Amendment**") is made as of the ____ day of _____, 2026 ("**Amendment Effective Date**"), by and between, **THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BRADENTON successor in interest to THE BRADENTON DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF BRADENTON**, a public body of the State of Florida ("**Seller**"), and **PHBGF Ventures, LLC,** a Florida limited liability company ("**Purchaser**").

RECITALS

WHEREAS, Seller and Purchaser have entered into that certain Purchase and Sale Agreement, with an Effective Date of October 30, 2024, as amended by that certain First Amendment to Purchase and Sale Agreement, dated May 14, 2025 (collectively, the "**Agreement**"), with respect to certain real property located in Manatee County, Florida; and

WHEREAS, Seller and Purchaser have agreed to modify the form of the LURA as originally attached to the Agreement; and

WHEREAS, Seller and Purchaser desire to amend the Agreement in the manner set forth herein.

AGREEMENT

NOW, THEREFORE, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Purchaser hereby agree as follows:

1. LURA. The agreed upon form of the LURA, originally attached as Exhibit "C" to the Agreement, is hereby replaced in its entirety with an updated form attached hereto as **Exhibit "C-1"**. Changes made from the initial form of the LURA are shown in tracked changes for purposes of this Amendment; however, at Closing, a clean copy of the LURA shall be executed.

2. Ratification. Except as expressly modified herein, all other terms, covenants and provisions of the Agreement shall remain in full force and effect.

3. Miscellaneous. In the event of a conflict between the terms and provisions of the Agreement and the terms and provisions of this Amendment, the terms and provisions of this Amendment shall control. This Amendment may be executed in one or more counterparts, the signature pages of which may be combined to constitute one instrument. Signatures transmitted by facsimile or e-mail, through scanned or electronically transmitted .pdf, .jpg or .tif files, or electronically signed documents, shall have the same effect as the delivery of original signatures and shall be binding upon and enforceable

against the parties hereto as if such facsimile or scanned documents or electronically signed documents were an original executed counterpart.

[Signatures appear on the following pages]

IN WITNESS WHEREOF, the parties hereto, intending legally to be bound hereby, have executed this Amendment as of the date first above written.

PURCHASER:

PHBGF VENTURES LLC,
a Florida limited liability company

By: PEARL HOMES HOLDINGS, LLC, a Delaware limited liability company, its Member

By: _____
Marshall S. Gobuty, as Manager
Date of Execution: _____

By: BG FRAMEWORK, LLC, a Florida limited liability company, its Member

By: Framework Development, LLC, a Florida limited liability company, as Manager

By:_____
Phillip A. Smith, as Manager
Date of Execution: _____

SELLER:

THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BRADENTON, a public body of the state of Florida

By:_____
Print Name:_____
Title:_____

Date of Execution:_____

Exhibit C-1

LURA
LAND USE RESTRICTION AGREEMENT

FOR: PHBGF VENTURES, LLC

THIS LAND USE RESTRICTION AGREEMENT (hereinafter "Agreement") is made and entered into as of the ____ day of _____, 20___, by and between the City of Bradenton, a municipal corporation existing by and under the laws of the State of Florida ("City"), the Community Redevelopment Agency of the City of Bradenton, a dependent special district of the City of Bradenton (hereinafter referred to as the "CRA"), and PHBGF Ventures, LLC, a Florida limited liability company (hereinafter referred to as the "Owner").

RECITALS

WHEREAS, the Owner has acquired from the CRA the land legally described in Exhibit A (hereinafter, the "Land") for the purpose of constructing a Project (as defined herein) inclusive of workforce multifamily rental housing for low- to moderate-income households, as defined herein; and

WHEREAS, Owner submitted a proposal and presented information to the CRA (collectively the "Proposal"), and was selected for purchase of the Land for the specific purpose of constructing and operating the Project, inclusive of workforce multifamily rental housing, consistent with the terms of such Proposal; and

WHEREAS, the Owner requested, as part of the Proposal, financial incentives from the CRA in order to construct the Land with workforce multifamily rental housing, and the CRA has agreed to provide these financial incentives for this purpose, subject to the provisions of this Agreement; and

WHEREAS, the Owner has requested, as part of the Project, a waiver of certain impact fees from the City in order to construct the Project with workforce housing, and the City has agreed to provide this waiver for this purpose; and

WHEREAS, the Owner agreed to comply with certain use restrictions as provided in this Agreement.

NOW, THEREFORE, in consideration of the above premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1
DEFINITIONS

1.1 Definitions and Interpretations. Unless otherwise expressly provided herein or unless the context clearly requires otherwise, the following terms shall have the respective meanings set forth below for purpose of this Agreement.

(a) Project: the improvements to be constructed on the Land, which include approximately 114 units of multifamily rental housing, with a minimum of 70% of the units being workforce housing, and the Land and all moveable property and fixtures from time to time attached thereto.

(b) Rental Housing: housing units made available for rental, and not ownership, each of which units shall contain complete living facilities that are to be used other than on a transient basis and facilities that are functionally related and subordinate to the living facilities. The housing units shall at all times be constructed or substantially rehabilitated and maintained in substantial accordance with applicable building code standards of the City in which they are located.

(c) Workforce Housing: housing for low- to -moderate income households, with rents based on the rent limits applicable to 80 to 120 percent of Area Median Income ("**AMI**"), as posted annually by the Florida Housing Finance Corporation ("**FHFC**") and adjusted based on revised local data for Manatee County.

SECTION 2

REPRESENTATIONS, COVENANTS AND COMMITMENTS

2.1 Residential Workforce Housing Rental Project. The Owner shall develop and maintain during the Term of this Agreement the Project as a multifamily Rental Housing development consisting of approximately one hundred and fourteen (114) dwelling units, with a minimum of 70% of the units being designated and set aside for Workforce Housing. The Project shall be constructed in substantial accordance with the design elevations and/or renderings approved by CRA staff. All dwelling units in the Project shall be Rental Housing available for occupancy at all times in accordance with the terms of this Agreement. The Project shall be required to obtain all necessary permits and approvals for construction, including applicable permits of the City, and nothing contained herein shall be construed as development approval. Upon execution of this Agreement, Owner shall diligently and in good faith pursue all applicable permits for construction of the Project, and upon issuance shall diligently and in good faith pursue and complete construction thereof.

2.2 Certain Owner Commitments and Agreements. At all times during the Term, Owner shall comply and cause the Project to comply with the following commitments, which commitments shall be considered covenants running with the land under State law:

The Project shall be constructed and operated as a Workforce Housing Rental Project. The Project shall contain approximately 114 units of Rental Housing with a minimum of 70% of those units being made affordable to low- or moderate-income households, with rents set by Owner based on the AMI levels and rent limits, not to exceed rent limits of 120% of AMI. The rents for those Workforce Housing units shall be in accordance with the definition of Workforce Housing contained herein, and calculated based on the rent limits posted annually by FHFC by unit type and AMI percentage category. The rents set by Owner for the Project shall be permitted to increase as AMI increases and as adjusted by FHFC, but in no instance shall the rents be set lower than those rent limits set forth in the FHFC rent limits for the calendar year in which this Agreement is recorded.

2.3 **Waiver of Impact Fees.** The city shall waive impact fees for Parks, Police, Fire, Roads, Water and Sewer which would otherwise be applicable to the Project ("City Waiver Incentive").

2.4 CRA Incentives. The Project is approved for Sustainable Redevelopment Incentives, in accordance with the CRA's Sustainable Redevelopment Plan ("Plan"), with the maximum incentive amount being twelve (12%) percent of the value of the taxable Project improvements. The estimated value of the

Project is Twenty Million ($20,000,000.00) Dollars, which would result in a maximum total potential incentive of approximately Two Million Four Hundred Thousand ($2,400,000.00) Dollars. However, the factors and procedures described in the Plan will determine the final incentive amount (the "CRA Incentive Payment") and the percentage of the CRA Incentive Payment that will be paid by the CRA each year (the "Annual Payment"). Once the CRA Incentive Payment and Annual Payment figures have been established in accordance with the terms of the Plan, the parties shall execute and record an addendum to this Agreement to memorialize those final terms. Annual Payments shall commence on the first tax year in which the Project improvements are included as taxable improvements on the tax roll, with such Annual Payments continuing until the CRA Incentive Payment has been paid in full or until the CRA sunsets, whichever occurs first, and unless otherwise modified pursuant to the terms contained in this Agreement.

During the term of this Agreement, the Owner shall be prohibited from making any application for ad valorem tax exemptions on the Land and/or Project improvements. However, should any ad valorem tax exemptions or reductions (collectively, the "Reductions") be applied to the Land and/or Project improvements in any tax year, the Annual Payment and the CRA Incentive Payment shall be reduced in an amount equal to the reduction in ad valorem tax revenues received by the CRA due to the application of said Reductions in such tax year. The preceding sentence shall not be deemed to require Owner to expend any funds, provide any new tests or reports, conduct any new studies, reduce or limit the increase of any Project rents, contest or appeal any adverse decision, or agree to any limitations or restrictions beyond those in the Agreement to obtain the Reductions. Upon Owner's delivery to the CRA of written proof of payment by the Owner of all taxes due and payable for the Project Site, as well as the Annual Report referenced in Section 3 herein, the Annual Payment shall be paid to Owner annually on or before February 28th of each applicable tax year.

Should the Bradenton Code Enforcement Board (the "Board") or Special Magistrate make a finding that a violation of the City's Code exists on the Land and has not been brought into compliance within the time frame as set forth by the Board or Magistrate, then the next Annual Payment due shall be reduced by ten percent (10%), and the CRA Incentive Payment shall be reduced accordingly. If a "repeat violation" finding is entered against the Land by the Board or Magistrate, the CRA shall not be obligated to make any further Annual Payments, and this Section 2.3 shall be null and void.

The cure provisions described in Section 4 herein shall not be applicable to the obligations and timeframes described in this Section 2.3. Should the Owner be in default of other terms under this Agreement as of the scheduled date of the Annual Payments and not cure the default as set forth in Section 4.1 below, the Annual Payment and the CRA Incentive Payment shall be reduced in accordance with Section 4.1(b) below. This remedy is in addition to other remedies described in Section 4 herein.

2.5 Construction Schedule. The Owner shall use Owners' best efforts to commence construction of the Project on or before December 31, 2026, and complete construction of the Project within twenty four (24) months following such commencement, subject to extension for Force Majeure described herein. Should the Owner not commence construction on or before December 31, 2026, subject to extension for Force Majeure described herein, the CRA shall have the option to purchase the Land from the Owner upon commercially reasonable terms, for a purchase price of Five Hundred Thirteen Thousand ($513,000) Dollars, plus the cost of Owner's improvements completed on the Land as of the date of notice of exercising such option. For the purposes of this section, "commencement of construction" shall occur when the Owner has obtained all required site development permits for the Project and commenced earthmoving on the Land in accordance therewith. Should the Owner not receive a Certificate of Occupancy (the "CO") for the Project on or before December 31, 2028 (the "CO Deadline"), subject to extension for Force Majeure

described herein, the CRA Incentive Payment shall be reduced by one (1 %) percent, and thereafter shall be reduced by one percent (1 %) at the beginning of each successive month until a Certificate of Occupancy is issued for the Project, with the Annual Payments being reduced accordingly. Provided further, however, that if application for a CO is filed by the CO Deadline, or prior to the first of a month after the CO Deadline, but the CO is received after the CO Deadline or after the first of that month, as applicable, and no material amendment of the application or material remedial work was required to obtain the CO, the date the CO application was filed shall be considered the date upon which the CO was received. The remedies provided in this Section shall be in addition to those described in Section 4 herein, but the cure provisions of Section 4 shall not be applicable to the obligations and timeframes described in this Section. As additional assurance of performance in accordance with this Section, certain of Owner's principals (owing a direct or indirect ownership in Owner) shall execute a guaranty of completion of construction or construction completion agreement with Owner's mortgage lender, guaranteeing that construction of the Project will be completed. Owner shall provide the CRA with a copy of such agreement within ninety (90) days following the effective date of this Agreement. In the event Owner satisfies the foregoing requirements, including but not limited to timely commences construction of the Project prior to the aforementioned deadline, Owner shall have the right to request a written acknowledgment from the CRA, confirming that the Owner has satisfied such requirements, including waiving the CRA's option to purchase the Land as set forth above. The CRA agrees to execute such acknowledgement and waiver, in recordable form, upon written request from Owner or Owner's project lender.

2.6 Prohibited Discrimination. The Owner shall not discriminate on the basis of race, religion, color, sex, familial status, national origin or disability in the lease, use or occupancy of the Project. Age discrimination and discrimination against minor dependents, except when units are specifically being held for the elderly, are also not permitted.

2.7 Successors Bound – Run with the Land. This Agreement and the covenants and conditions contained herein shall run with the Land and shall bind, and the benefits shall inure to, respectively, the Owner and its successors and assigns and all subsequent owners of the Land and the Project, and to the City and CRA for the Term of this Agreement.

2.8 Compliance. The Owner shall comply with all requirements of the City's Comprehensive Plan, all standards and requirements of the City's Land Use Regulations, the Florida Building Code, and shall maintain the Project in compliance with the aforementioned requirements.

2.9 No Conversion. During the term of this Agreement, the Owner shall not use the Project for any use other than a multifamily Rental Housing with workforce housing developed as described herein.

2.10 Burden and Benefit. The City, CRA and the Owner hereby declare their understanding and intent that the burden of the covenants set forth herein touch and concern the Land in that the Owner's legal interest in the Project is rendered less valuable thereby. The City, CRA and the Owner hereby further declare their understanding and intent that the benefit of such covenants touch and concern the land by enhancing and increasing the enjoyment and use of the Project as a Workforce Housing project.

2.11 Advertisement. The Owner hereby covenants and agrees that it will promptly withdraw from circulation any advertisement published by Owner and determined by the City or the CRA to violate or be inconsistent with this Agreement with respect to promoting Workforce Housing. However, this Agreement does not require the Owner to market the units in any specific manner or any specific representation that the Project is or contains units that are designated Workforce Housing.

2.12 **Maintenance**. The Owner shall maintain the Project in a condition consistent with the City's Land Use Regulations and any applicable housing quality standards.

SECTION 3

ADMINISTRATION

3.1 **Annual Report.** The Owner shall, during the term of this Agreement, provide an Annual Report to the City and the CRA between November 1 and March 31 each year. The Report shall provide the following information regarding each Workforce Housing unit in the Project during the preceding year: (a) the unit number, (b) the number of people living in the unit, (c) the combined income of the people living in the unit, and (d) the monthly rent charged.

3.2 **Omission.** The omission of any regulatory requirement in this Agreement shall not relieve the Owner from the necessity of complying with any and all applicable State, City, and Federal laws, rules and regulations regarding the Project. In particular, the development and maintenance of the Project shall be governed by the provision of the City's Land Use Regulations. In interpreting any applicable requirements, the more stringent provisions shall apply.

3.3 **CRA Review; Audit.** The City and/or the CRA shall have the right to review and audit the records of the Owner relating to the Project to determine compliance with this Agreement. The Owner shall be required upon written notification, to provide the necessary information to perform an audit to the reasonable satisfaction of the City and/or the CRA as applicable. This information may include without limitation, all tenant lists, applications, leases, waiting lists, income examinations and re-examination relating to the Workforce Housing units. During the term of this Agreement, these materials shall at all times be kept separate and identifiable from any other business of Owner which is unrelated to the Project, and shall be maintained in reasonable condition for a proper audit, subject to examination and photocopying during business hours by representatives of the City and/or the CRA. The City and/or the CRA shall provide at least five (5) business days prior written notice before performing such audit or examination.

3.4 **Monitoring and Inspection.** The Owner shall permit the City and/or the CRA, and their respective designees, to inspect all records, including but not limited to financial statements pertaining to Workforce Housing units upon reasonable notice and within normal working hours, and shall submit to the City and/or the CRA the above-referenced documentation as required by the City and/or the CRA, as applicable. The Owner also acknowledges that the Land must comply with the City's Land Use Regulations upon completion of the Project and for the duration of the term of this Agreement.

Subject to any notice requirements under any unit leases, the City and/or the CRA may, from time to time, make or cause to be made inspections of the Workforce Housing units and Land rental records to determine compliance with the conditions specified herein. The City and/or the CRA shall notify the Owner prior to scheduled inspections, and the Owner shall make any and all necessary arrangements to facilitate the City's and/or the CRA's inspection. The City and/or the CRA may make, or cause to be made, other reasonable entries upon and inspections of the Land and Project, provided that the City and/or the CRA shall give the Owner (and its property manager, as applicable) reasonable notice prior to any inspection, specifying reasonable cause therefore, related to the City and/or the CRA's interest in the Project.

The Owner shall comply with restrictions herein regarding the use or occupancy of the Project and shall ensure that all requirements are being satisfied on a continuing basis in accordance with this Agreement. Owner staff will remain updated and knowledgeable regarding Owner's procedures for filing tenant income certification forms, and compliance certificates, and for verifying compliance with this Agreement.

SECTION 4

ENFORCEMENT AND REMEDIES

4.1 **Default**. If Owner defaults in the performance of an obligation under this Agreement or a restriction set forth herein, including, but not limited to, overcharging a tenant for rent or renting to a tenant whose income exceeds 120 percent of AMI, and if such default remains uncured for a period of thirty (30) days after written notice thereof, the City and/or the CRA may terminate all rights of the Owner under this Agreement and may take any other action at law or in equity, or otherwise, as may be deemed most beneficial by the City and/or the CRA to enforce the obligations of the Owner with respect to the Project, provided, however, that if the default is one that cannot reasonably be cured within thirty (30) days, Owner shall have a reasonable amount of additional time to cure the default, if Owner institutes action to cure the default within the thirty (30) day period, and if Owner then proceeds with reasonable diligence thereafter to cure the default. Such actions at law or in equity, or otherwise, include, without limitation the following:

(a) To compel specific performance by the Owner of its obligations under this Agreement, it being recognized that the beneficiaries of Owner's obligations hereunder cannot be adequately compensated by monetary damages in the event of Owner's default; and

(b) To cause the Owner to pay to the CRA an amount (the "Recoupment Amount") equal to the CRA Incentive Payment provided for any Workforce Housing unit which the Owner has failed to maintain as a Workforce Housing unit during the term of this Agreement, with interest calculated at the rate equal to the yield earned on the Florida State Board of Administration statewide government investment pool during the period of default. The Recoupment Amount for each Workforce Housing unit not so maintained shall be calculated by dividing the annual CRA Incentive Payment by the number of units in the Project, then dividing by the number of days in the year and multiplying by the number of days the unit was not so maintained.

(c) To cause the Owner to pay to the City an amount equal to the City Waiver Incentive provided for any Workforce Housing unit which the Owner has failed to maintain as a Workforce Housing unit during the term of this Agreement, with interest calculated at the rate equal to the yield earned on the Florida State Board of Administration statewide government investment pool during the period of default.

All fees, costs and expenses of the City or the CRA incurred in taking any action pursuant to this Section 4 shall be the sole responsibility of the Owner, and the Owner, as security for the payment of any such fees, costs and expenses, hereby grants, bargains, sells and conveys to the City or the CRA a lien on the Project. The parties acknowledge and agree that the cure provisions of this Section 4 shall not be applicable to the obligations and timeframes described in Sections 2.3 and 2.4 herein.

4.2 Acceptable Cures. Notwithstanding any provisions of this Agreement to the contrary, the City and the CRA agree to the following cures:

(a) If Owner inadvertently enters into, or renews, a lease to a tenant whose income exceeds 120 percent of the AMI, the Owner shall not have to evict or otherwise remove the tenant as long as Owner does not renew the said lease, which shall be the cure (the "Excessive Income Cure"), provided, however, if the tenant has misrepresented the tenant's or tenant family's combined income, the tenant shall not be allowed to remain in the unit until the expiration of the lease, and Owner shall commence to evict the tenant within sixty (60) days of discovery of the tenant's excessive income and pursue the eviction action diligently.

(b) If the Owner inadvertently overcharges rent to a tenant, Owner may cure this oversight by refunding all excess amount of rents collected over the rent amount agreed upon in this Agreement within sixty (60) days following discovery of the oversight (the "Overcharge Cure").

Notwithstanding the allowance of the preceding cures, Owner shall not be allowed to exercise either the Excessive Income Cure for more than 5 percent of the rented units per year or the Overcharge Cure for more than 5 percent of the rented units per year.

SECTION 5

INDEMNIFICATION

5.1 Indemnification. The Owner hereby covenants and agrees that it shall indemnify, hold harmless and defend the City and the CRA and its directors, officers, members, officials, employees and agents from and against (a) any and all claims arising from any act or omission of the Owner or any of its agents, contractors, servants, employees or licensees in connection with the Project, or arising out of the construction, operation and/or management of the Project; and (b) all reasonable costs, counsel fees, expenses or liabilities incurred in connection with any such claim or proceeding brought thereon as such fees, costs, expenses or liabilities become due. In the event that any action or proceeding is brought against the City, CRA, or any of their respective directors, officers, members, officials, employees, or agents with respect to which indemnity may be sought hereunder, the Owner, upon written notice from the indemnified party, shall assume the investigation and defense thereof, including the employment of counsel and the payment of all expenses. This provision shall survive the termination of this Agreement. The indemnified party shall have the right to participate in the investigation and defense thereof and may employ separate counsel with or without the approval and consent of the Owner.

SECTION 6

TERM

6.1 Term. This Agreement shall become effective upon execution hereof by the parties and recordation as provided in Section 7.1 ("Effective Date"), and shall remain in full force and effect until the date that is fifteen (15) years following the issuance of a Certificate of Occupancy for the Project, provided, however, that all rights, benefits, remedies, payments, duties, and obligations of the parties (other than to maintain the Project as Workforce Housing or to limit the amount of the rents) shall survive the termination until all payments, duties, and obligations of the parties under this Agreement have been performed.

SECTION 7

RECORDING AND FILING

7.1 **Recording and Filing.** Within ten (10) days following execution and delivery by the parties hereto, the Owner shall cause this Agreement and all amendments and supplements hereto to be recorded and filed in the Public Records of Manatee County, Florida, and shall pay all fees and charges incurred in connection therewith. The original document shall be returned to the CRA within ten (10) days following the receipt of the recorded document.

SECTION 8

INTENTIONALLY DELETED

SECTION 9
INTENTIONALLY DELETED

SECTION 10
GOVERNING LAW

10.1 **Governing Law.** This Agreement shall be governed by and construed in accordance with the substantive and procedural laws of the State of Florida. Venue for any litigation pertaining to the subject matter hereof shall be exclusive in Manatee County, Florida unless prohibited by law.

SECTION 11
NOTICE AND EFFECT

11.1 **Notice and Effect**. All notices and other communications to be made or permitted to be made hereunder shall be in writing and shall be delivered to the addresses shown below or to such other addresses that the parties may provide to one another in accordance herewith. Such notices and other communications shall be given by any of the following means: (a) personal service; or (b) national express air courier, provided such courier maintains written verification of actual delivery. Any notice or other communication given by the means described in subsection (a) or (b) above shall be deemed effective upon the date of receipt or the date of refusal to accept delivery by the party to whom such notice or other communication has been sent.

OWNER:

PHBGF VENTURES, LLC

1211 N. WESTSHORE BLVD., SUITE 801

TAMPA, FL 33607

WITH A COPY TO:

HILL WARD HENDERSON

ATTN: JERILYN REED

101 E. KENNEDY BLVD., SUITE 3700

TAMPA, FL 33602

CRA:

JEFF BURTON, CRA EXECUTIVE DIRECTOR

CITY OF BRADENTON

101 OLD MAIN STREET

BRADENTON, FL 34205

CITY

ROB PERRY, CITY ADMINSITRATOR

CITY OF BRADENTON

101 OLD MAIN STREET

BRADENTON, FL 34205

WITH A COPY TO:

SCOTT E. RUDACILLE, ESQ.

BLALOCK WALTERS, P.A.

802 11TH STREET WEST

BRADENTON, FL 34205

SECTION 12

MISCELLANEOUS PROVISIONS

12.1 No General Obligation. The obligations of the City and CRA hereunder are subject to annual appropriation of legally available funds by the City Council and CRA board respectively, and shall not constitute or create a pledge, lending of credit or lien, either legal or equitable, of or on any of the City's or the CRA's revenues or funds, as may be construed under the laws or the constitution of the State of Florida. Neither the Owner nor any other person or entity shall ever have the right to compel any exercise of the budgeting authority of the City Council or the CRA Board to make the payments herein provided,

nor shall this agreement constitute a charge, lien or encumbrance, either legal or equitable, upon any property or funds of the City or the CRA. Notwithstanding anything contained herein, the City and the CRA reserve the right, in their sole discretion, to pay the obligations contained in this Agreement from any funds legally available for such purpose.

12.2 No Partnership or Joint Venture; Owner's Risk. This Agreement is solely for the benefit of the parties hereto and no right or cause for action shall accrue to, or for the benefit of, any third party not a party hereto. This Agreement shall not be construed to create a joint venture or partnership between the parties hereto. By execution of this Agreement, the Owner expressly acknowledges and agrees that the CRA Incentive Payment provided by the CRA pursuant to this Agreement and the City Waiver Incentive provided by the City are provided solely to serve the public purpose set forth in Chapter 420, Florida Statutes, to provide Workforce Housing to the community, and the redevelopment purposes described in Chapter 163, Florida Statutes, to eliminate slum and blight, and the City and CRA assume no responsibility to assure the financial feasibility or success of the Owner's Project. Owner acknowledges that it is a sophisticated developer of housing projects, and has entered into this Agreement, and committed to develop its Project, based upon its independent business judgment and experience and its independent assumption of risk and responsibility for the financial feasibility and success of its Project.

12.3 Force Majeure. No party shall be liable for any failure to perform, or delay in the performance of, any obligation under this Agreement if such failure is caused directly by hurricane, tornado, fire, flood, earthquake, war, military or usurped power, sabotage, terrorist acts, civil commotion or failure or disruption of utility services, epidemics or pandemics, other casualty, or acts of God or other like causes beyond the reasonable control of the party obliged to perform, and which reasonably prevents the party seeking relief from being able to perform their obligations under this Agreement (each, a "Force Majeure"). A party adversely affected by a Force Majeure must provide written notice of such to the other party, identifying the Force Majeure and its adverse effect within fifteen (15) business days following commencement of the Force Majeure condition. If a party suffers a failure to perform or a delay in performance as a result of a Force Majeure, and provides notice thereof in accordance with this Section, that party shall be entitled to a day-for-day extension of the applicable deadline(s) herein for each day of delay.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Owner and CRA have read and understand the terms set forth and agree to meet the obligations contained herein by execution of this Agreement this _____ day of _____, 20____.

PHBGF VENTURES, LLC a Florida limited liability company

By: _____

Name:

Title: _____

STATE OF FLORIDA

COUNTY OF MANATEE

The foregoing instrument was subscribed and acknowledged before me by means of ☐ physical presence or ☐ online notarization by _____, _____ for PHBGF Ventures, LLC, a Florida limited liabilty company, on behalf of said company, [_] who is personally known to me or [ ] who has produced _____ as identification this _____ day of _____ 20___.

[Notary Seal]

Notary Public:

Sign: _____

Print:_____

Date:_____

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BRADENTON

By: _____

Name: Kemp Schuessler

Its: Board Chair

ATTEST: _____

Name: _____

Title: CRA Board Clerk

STATE OF FLORIDA

COUNTY OF MANATEE

The foregoing instrument was subscribed and acknowledged before me by means of ☐ physical presence or ☐ online notarization by **Kemp Schuessler, Chair of the Board of the Community Redevelopment Agency of the City of Bradenton** [_] who is personally known to me or [ ] who has produced _____ as identification this _____ day of _____ 20___.

[Notary Seal]

Notary Public:

Sign: _____

Print:_____

Date:_____

CITY OF BRADENTON, FLORIDA

By: _____

Name: Gene Brown

Its: Mayor

ATTEST: _____

Name: Tamara Melton

Title: City Clerk

STATE OF FLORIDA

COUNTY OF MANATEE

The foregoing instrument was subscribed and acknowledged before me by means of ☐ physical presence or ☐ online notarization by **Gene Brown, Mayor of the City of Bradenton,** [_] who is personally known to me or [ ] who has produced _____ as identification this _____ day of _____ 20___.

[Notary Seal]

Notary Public:

Sign: _____

Print:_____

Date:_____

EXHIBIT A

LEGAL DESCRIPTION OF THE LAND

Parcel 1 (PID 4408900059):

Lots 1 through 6, Block A, Tyler's Subdivision, according to the map or plat thereof recorded in Plat Book 1, Page 221, together with ½ of the alley in said Block A adjacent to each of said Lots, LESS the Right-of-Way for 14th St. W. (US 41) and LESS the portion conveyed to the City of Bradenton in Deed Book 99, Page 498, Public Records of Manatee County, Florida.

Parcel 2 (PID 4409300052):

Lots 8, 9 AND 12, Block A, TYLER'S ADDITION, and the East ½ of vacated alley West of said lands, as per plat thereof recorded in Plat Book 1, Page 221, of the Public Records of Manatee County, Florida.

Parcel 3 (PID 4409900000):

Lots 13 and 16, Block A, LESS the East 10 feet of said lots, Tyler's Subdivision, according to the map or plat thereof, as recorded in Plat Book 1, Page 221, of the Public Records of Manatee County, Florida.

MEMO

TO: Rob Perry, City Administrator, City of Bradenton

FROM: Jeff Burton, CRA Executive Director, City of Bradenton

Subject: Impact Fee Forgiveness

Date: May 11, 2026

In 2024, the Bradenton CRA adopted its Sustainability Redevelopment Incentives for the Downtown, Tamiami, and Central Redevelopment Areas. Currently, the CRA offers a Public-Private Partnership (P3) incentive of 12% of the final appraised value of a new investment, minus the prior year's appraised taxable value. To put this into perspective, for a $20 million project, the developer receives approximately $2.4 million. These incentives are the most lucrative the CRA has ever offered and are more than sufficient to catalyze private investment on their own.

Furthermore, the City is currently formalizing a new economic development program in direct partnership with the Bradenton Area Economic Development Corporation (EDC). This initiative may soon expand the City's ability to offer strategic financial incentives to private investments located entirely outside of the existing CRA boundaries. As these city-wide incentive tools become available, the argument for forgiving impact fees loses its standing. Developers across Bradenton will soon have access to robust financial support through these P3 programs.

Simultaneously, the City has embarked on a massive "Face-It-and-Fix-It" infrastructure campaign that will cost tens of millions of dollars. These comprehensive system upgrades are absolutely essential to support the very P3 projects the CRA is incentivizing. Without reliable municipal services and expanded capacity, these private projects simply cannot be built or sustained. To accomplish this, the City must protect every available revenue stream to finance these critical improvements.

Impact fees exist for a very specific reason: to ensure that new development pays its fair share of the increased burden it places on municipal infrastructure, including utilities, public safety, and roadways. I am asking the City to permanently withhold "forgiving" or waiving Impact Fees for development and redevelopment projects, both inside and outside of the CRA's boundaries, for the following reasons:

- Prevention of Double-Subsidization: Because the CRA is already providing historically high development incentives, waiving impact fees would effectively

over-subsidize private developers. The public sector should not be asked to absorb both the incentive payout and the infrastructure costs associated with the new development.

- Protecting Existing Taxpayers: Forgiving these fees shifts the financial responsibility of necessary capacity expansions away from the private developers generating the demand and directly onto our existing Bradenton taxpayers.
- Safeguarding Capital Projects: Forfeiting these funds directly jeopardizes the capital needed for the "Face-It-and-Fix-It" campaign, potentially stalling the infrastructure upgrades that serve as the foundation for future economic growth.

The CRA's Sustainable Redevelopment Incentive Program already provides developers with a highly competitive financial advantage in the market. Impact fees must be preserved as a vital, dedicated funding source to guarantee the success of the City's infrastructure improvements.

AGENDA ITEM NO. 8.f

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: June 10, 2026

SUBMITTED BY: Corey Fortin, City Administration

ITEM TYPE: Agreement

AGENDA SECTION: NEW BUSINESS BY DEPARTMENT HEADS, CITY ATTORNEY AND COUNCIL

SUBJECT: Second Amendment to Purchase and Sale Agreement between City of Bradenton and PHBGF Ventures, LLC

SUGGESTED ACTION: Deny

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
This is a proposed Amendment to the Purchase and Sale Agreement for the Shuffleboard Property/Met IV to include a waiver of Impact Fees for Parks, Police, Fire, Roads, Water and Sewer which would otherwise be applicable to the project.

City Administration is not recommending a waiver of the impact fees. As stated in the attached memo from the CRA Executive Director, the impact fees are critical as a dedicated funding source for the City's infrastructure improvements and must be preserved. This will ensure that the developer pays its fair share of the increased burden placed on municipal infrastructure, including utilities, public safety, and roadways.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Blalock Walters approved as form.

SUGGESTED MOTION:

Motion to deny the Second Amendment to Purchase and Sale Agreement between City of Bradenton and PHBGF Ventures, LLC.

ATTACHMENTS:
Second Amendment to Purchase and Sale Agreement
Memorandum from Jeff Burton, CRA Executive Director

SECOND AMENDMENT TO
PURCHASE AND SALE AGREEMENT

THIS SECOND AMENDMENT TO PURCHASE AND SALE AGREEMENT (the "**Amendment**") is entered into by and between THE CITY OF BRADENTON, a Florida municipal corporation (the "**Seller**"), and PHBGF VENTURES, LLC, a Florida limited liability company ("**Purchaser**"), and is dated effective as of June 10, 2026 (the "**Effective Date**").

RECITALS:

A. Seller and Purchaser are parties to that certain Agreement For Sale and Purchase of Property, dated effective as of March 2, 2026, as amended by that certain First Amendment to Purchase and Sale Agreement, dated effective May 27, 2026 (collectively, the "**Agreement**") for the sale and purchase of the Property, as more particularly defined in the Agreement.

B. Seller and Purchaser desire to amend the Agreement as set forth in this Amendment.

AGREEMENT:

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable considerations not herein recited, but the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals and definitions. The foregoing recitals are incorporated herein by reference as true and correct. Unless otherwise defined herein, any capitalized terms shall have the meaning and definition set forth in the Agreement.

2. Impact Fees. Seller agrees that the Development and Incentives Agreement required under Paragraph 4.(f) of the Agreement shall include a waiver of impact fees for Parks, Police, Fire, Roads, Water and Sewer which would otherwise be applicable to the Project.

3. Ratification. Except as expressly modified herein, all other terms, covenants and provisions of the Agreement shall remain in full force and effect.

4. Miscellaneous. In the event of a conflict between the terms and provisions of the Agreement and the terms and provisions of this Amendment, the terms and provisions of this Amendment shall control. This Amendment may be executed in one or more counterparts, the signature pages of which may be combined to constitute one instrument. Facsimile or electronic mail copies of this Amendment and the signatures thereon shall have the same force and effect as if the same were original documents.

[Remainder of page left intentionally blank]

[SIGNATURE PAGE – SECOND AMENDMENT]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date and year first above written.

SELLER:

THE CITY OF BRADENTON, a Florida municipal corporation

By:_____
Print Name: Gene Brown
Title: Mayor

Execution Date: June _____, 2026

PURCHASER:

PHBGF VENTURES LLC,
a Florida limited liability company

By: PEARL HOMES HOLDINGS, LLC, a Delaware limited liability company, its Member

By: _____
Marshall S. Gobuty, as Manager

Date of Execution: June _____, 2026

By: BG FRAMEWORK, LLC, a Florida limited liability company, its Member

By: Framework Development, LLC, a Florida limited liability company, as Manager

By:_____
Phillip A. Smith, as Manager

Execution Date: June _____, 2026

MEMO

TO: Rob Perry, City Administrator, City of Bradenton

FROM: Jeff Burton, CRA Executive Director, City of Bradenton

Subject: Impact Fee Forgiveness

Date: May 11, 2026

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