AGENDA
BRADENTON CITY COUNCIL MEETING
8:30 a.m. Wednesday, July 22, 2026
CITY HALL COUNCIL CHAMBERS - 101 OLD MAIN STREET

REVISED AGENDA

1. INVOCATION & PLEDGE

Lead Pastor, Rev. Dr. Joe Lemmons with Calvary Baptist Church

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

2. MEETING CALLED TO ORDER

3. PROCLAMATIONS

a) Legislative: Judge Gilbert Smith Day
Judge Gilbert Smith Day Proclamation

4. PRESENTATIONS

a) Administrative Services: FY 2026-27 Employees' and Retirees' Insurance Benefits

5. CITIZEN COMMENTS

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

6. CONSENT AGENDA

a) Administrative Services: Resolution 26-51 - State Housing Initiatives Partnership (SHIP) Housing Rehabilitation Loan
Resolution 26-51
Contractor Bids Received
Scope of Work
Selection of Contractor

b) Administrative Services: Resolution 26-52 - State Housing Initiatives Partnership (SHIP) Housing Rehabilitation Loan
Resolution 26-52
Contractor Bids Received
Scope of Work

Selection of Contractor

c) Administrative Services: Resolution 26-58 - Amended SHIP 2023-2026 Local Housing Assistance Plan (LHAP)
Resolution 26-58

d) Administrative Services: Resolution 26-59 - Amended SHIP 2026-2029 Local Housing Assistance Plan (LHAP)
Resolution 26-59

e) Administrative Services: Resolution 26-62 - State Housing Initiatives Partnership (SHIP) Housing Rehabilitation Loan
Resolution 26-62
Contractor Bids Received
Scope of work
Selection of Contractor

f) City Administration: Resolution 26-61 - Revised Inventory List of Surplus Property
Resolution 26-61

g) City Administration: Second Amendment to Purchase and Sale Agreement between City of Bradenton and PHBGF Ventures, LLC
Second Amendment to Purchase and Sale Agreement

h) City Administration: U.S. Department of Housing and Urban Development Federal Award Agreement
HUD Federal Award Agreement

i) Clerk: Minutes from the May 27, 2026, City Council Meeting
05-27-2026 City Council Meeting Minutes

j) Clerk: Minutes from the June 10, 2026, City Council Meeting
06-10-2026 City Council Meeting Minutes

k) Community Redevelopment Agency: Designation of 530 13th Street West as a Historically Relevant Site
530 13th Street West Building History Information

l) Finance: Budget Adjustment BA26-05
Budget Adjustment BA26-05

m) Finance: CS&L Annual Audit Engagement Letter
CS&L Engagement Letter

n) Legal: Opioid Litigation - Proposed Participation in Publix Super Markets, Inc. Settlement

o) Police: Acceptance of Grant Funding from the Florida House of Representatives for Police Department Computer-Aided Dispatch (CAD) and Records Management System (RMS) Project
Florida House of Representatives Appropriations Project Request

p) Public Works & Utilities: Change Order No. 1 for the 20" Force Main Offset at 59th Street West and 21st Avenue West
Change Order No. 1

q) Public Works & Utilities: Change Order No. 1 for Manhole Lining
Change Order No. 1

r) Public Works & Utilities: Repair of the Existing Bar Screens at the Water Reclamation Facility (WRF)

Single Source Justification Form

s) Public Works & Utilities: Work Assignment for 23rd Street East Stormwater Improvements

Work Assignment for 23rd Street East Stormwater Improvements

Proposal

Construction Drawings

t) Public Works & Utilities: Work Assignment for the Peracetic Acid Disinfection (PAA) Pilot Study

Work Assignment for the Peracetic Acid Disinfection (PAA) Pilot Study

u) Public Works & Utilities: Work Assignment for Raw Water Intake Upgrade at the Water Treatment Plant (WTP)

Work Assignment for Raw Water Intake Upgrade at the Water Treatment Plant

Fee Breakdown

v) Public Works & Utilities: Work Assignment for a Seawall Feasibility Study

Work Assignment for Seawall Feasibility Study

Scope of Work

Sub-Consultant Usage List

w) Public Works & Utilities: Work Assignment for Upgrades at Lift Stations 2, 4, 10, 27, and 35

Work Assignment for Upgrades at Lift Stations 2, 4, 10, 27, and 35

x) Public Works & Utilities: Work Assignment for Water Model Update and Capacity Planning

Work Assignment for Water Model Update and Capacity Planning

y) Purchasing: Agreement for Construction Manager at Risk (CMAR) Services for a New Public Works and Utilities Complex Phase I with Willis A. Smith Construction, Inc.

Agreement with Willis A Smith Construction, Inc.

z) Purchasing: Agreement for Water Reclamation Facility Electrical Capacity and Emergency Evaluation with McKim and Creed, Inc.

Agreement with McKim and Creed, Inc.

aa) Purchasing: Agreement PB-26-037NT with B&E Signal and Lightning, Inc.

Agreement PB-26-037NT with B&E Signal and Lightning, Inc.

ab) Purchasing: Agreements for Engineering Continuing Services for Environmental Testing with NOVA Engineering and Environmental, Inc, Terracon Consultants, Inc and Tetra Tech, Inc.

Agreement with NOVA Engineering and Environmental, Inc.

Agreement with Terracon Consultants, Inc.

Agreement with Tetra Tech, Inc.

ac) Purchasing: Agreements for Engineering Continuing Services for Transportation Planning and Design with Transportation Planning and Design with Jacobs Engineering Group, Inc.; Kimley-Horn and Associates, Inc.; Mead and Hunt, Inc.; Pennoni Associates, Inc.; Stantec Consulting Services Inc.

Agreement with Jacobs Engineering Group, Inc.
Agreement with Kimley-Horn and Associates, Inc.
Agreement with Mead and Hunt, Inc.
Agreement with Pennoni Associates, Inc.
Agreement with Stantec Consulting Services, Inc.

ad) Purchasing: Fourth Contract Extension of PB-22-041MK with Thatcher Chemical of Florida, Inc.
Fourth Contract Extension of PB-22-041MK with Thatcher Chemical of Florida, Inc.

ae) Police: Acceptance of the 2026 High Visibility Enforcement (HVE) Grant
High Visibility Enforcement Program (HVE) Grant Award.pdf

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 98 TOWNHOME UNITS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.
Resolution 26-28 - Approval
Resolution 26-28 - Denial
Application Materials
Staff Report

b) Finance: RESOLUTION 26-60 - PUBLIC HEARING
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 AUTHORITY, DEFINITIONS AND INTERPRETATION, AND CERTAIN LEGISLATIVE FINDINGS; CREATING THE ASSESSMENT AREA; CONFIRMING THE INITIAL ASSESSMENT RESOLUTION; APPROVING THE ASSESSMENT ROLL; IMPOSING NON-AD VALOREM SPECIAL ASSESSMENTS; APPROVING THE ASSESSMENT ROLL; PROVIDING FOR COLLECTION OF THE ASSESSMENTS; PROVIDING FOR THE APPLICATION OF ASSESSMENT PROCEEDS; PROVIDING FOR EFFECT; PROVIDING FOR INITIAL PREPAYMENTS; DIRECTING THE FILING OF AN ASSESSMENT NOTICE; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

Resolution 26-60

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

a) Event Review Committee: Manatee River Turkey Trot Application and Site Plan

b) Finance: Resolution 26-65 - Authorizing the Issuance of the 2026 Revolving Credit Bond
Resolution 26-65

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: July 22, 2026

SUBMITTED BY: Kelly Thomas, Legislative

ITEM TYPE: Proclamation

AGENDA SECTION: PROCLAMATIONS

SUBJECT: Judge Gilbert Smith 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:
Judge Gilbert Smith 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

Judge Gilbert Smith Day
July 31, 2026

Whereas, Judge Gilbert Smith is a lifelong public servant with his involvement and leadership, integrity, and commitment to all citizens of our community. His service has shaped both its legal community and its broader civic landscape for decades; and

Whereas, throughout his distinguished judicial career, Judge Smith has earned a steadfast reputation for fairness, wisdom, and unwavering dedication to justice. His work on the bench reflects not only a deep understanding of the law, but also a genuine respect for the people and community; and

Whereas, his leadership spans numerous civic and nonprofit organizations including his role as President of the Bradenton Kiwanis Club and the Manatee Chamber of Commerce's Legislative Affairs Chairmanship. He has led with humility, collaboration, and responsibility; and

Whereas, Judge Smith is a dedicated mentor, investing his time in guiding young professionals, supporting aspiring attorneys, and mentoring youth during their formative years; and

Whereas, he is a recent recipient of the prestigious Kent C. Schulz Award by the Leadership Manatee Alumni Association; and

Whereas, Judge Smith is a respected historian and author, he has made an enduring contribution to preserving the region's story. Work includes *Lawyers and Legends of Manatee County*, 2nd Edition, and in celebration of Bradenton Kiwanis' 100th year, he wrote *Champions of Children*, Volumes 1 and 2.

Now, Therefore Be It Resolved that, I, Gene Brown, as Mayor of the City of Bradenton, Florida, do hereby proclaim ***July 31, 2026,*** as ***Judge Gilbert Smith Day,*** and urges all citizens to honor and thank him for his years of lifelong commitment to all residents.

Gene Brown
Mayor
July 22, 2026

AGENDA ITEM NO. 4.a

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: July 22, 2026

SUBMITTED BY: Tamara Melton, Administrative Services

ITEM TYPE: Presentation

AGENDA SECTION: PRESENTATIONS

SUBJECT: FY 2026-27 Employees' and Retirees' Insurance Benefits

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The Insurance and Benefits Committee met on July 20, 2026, and recommends approval of all changes.

FINANCIAL IMPACT:
TBD

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
TBD

ATTACHMENTS:

AGENDA ITEM NO. 6.a

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: July 22, 2026

SUBMITTED BY: Dietra Barfield, Administrative Services

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 26-51 - State Housing Initiatives Partnership (SHIP) Housing Rehabilitation Loan

SUGGESTED ACTION: Approve the SHIP loan for $87,948.00 for 916 8th Street East, Bradenton, FL 34208. The bid submitted by Ellis Enterprises Construction & Development, Inc. for $87,948.00 was determined to be the most responsive bid.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
This loan will provide $87,948.00 in Housing Rehabilitation (SHIP) funding to rehabilitate single-family home located in Ward 5 at 916 8th Street East, Bradenton, FL 34208. The contractor bid submitted by Ellis Enterprises Construction & Development, Inc. for $87,948.00 was determined to be the most responsive bid for this project.

As the homeowner resides within the Central Community Redevelopment Area (CRA), a CRA grant in the amount of $16,272.00 will be applied toward the cost of installing impact-rated windows and doors once the project is completed. This grant will reduce the total loan amount to $71,676.00.

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

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

SUGGESTED MOTION:
Motion to approve Resolution 26-51.

ATTACHMENTS:
Resolution 26-51
Contractor Bids Received
Scope of Work
Selection of Contractor

CITY OF BRADENTON
RESOLUTION NUMBER 26-51

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, APPROVING SHIP REHABILITATION LOAN FOR 916 8th STREET EAST BRADENTON, FL 34208 FOR $87,948.00; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, homeowners, **Susan Stubbs and Emmeral LaDon Sims** (the "Owners"), were determined eligible to receive assistance with rehabilitation of their home located at **916 8th Street East, Bradenton, Florida 34208**; and

WHEREAS, the City awards funding for housing rehabilitation projects through an open, competitive bidding process, and the bid submitted by Ellis Enterprises, for $87,948.00, was determined to be the most responsive bid.

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

1. The City of Bradenton hereby approves the Housing Rehabilitation loan in the amount of $87,948.00 to the Owners for the property located at 916 8th Street East, Bradenton, Florida 34208.

2. The City Housing and Community Development Manager is authorized, pursuant to Resolution 25-26 and Section 2-236 of the City Code, to execute the City of Bradenton Housing and Community Development Division Homeowner Agreement and related documents with the Owners, consistent with this Resolution.

3. This Resolution shall take effect immediately upon its adoption.

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 22ND DAY OF JULY 2026.

ATTEST:

Tamara Melton	Gene Brown
CITY CLERK	MAYOR

APPROVED AS TO FORM:

Scott Rudacille
CITY ATTORNEY

Contractor Bids Received

Date: May 29, 2026

Time: 2:00p.m.

Project: Susan Stubbs

916 8th Street E, Bradenton, FL 34208

Program: SHIP- Housing Rehabilitation Assistance

Contractor	**Proposal Budget**	Received by:	Date
Ellis Enterprises Construction & Development, Inc.	$87,948.00	Dietra Barfield	5/27/26
Construction by Cadena	$84,749.60	Vicki White	5/27/26

Opened by:

Dietra Barfield 5/29/26

HCD Staff Date

WORK SPECIFICATIONS

Client: Susan V. Stubbs & Shirley Murray
Property: 916 8th St. E.
Bradenton, FL 34208
Telephone: (941)253-9250

Contact for Information:
VICKI WHITE
CITY OF BRADENTON

vicki.white@bradentonfl.gov
Telephone: (941)932-9493 Ext: 493

Total Bid:	0.00
Change Orders	0.00
Adjusted Bid:	0.00

Revised 5/20/26

Materials + Labor

1. GENERAL REQUIREMENT WORK WRITE UP

1.00 EACH

GENERAL REQUIREMENT WORK WRITE UP
01.0025 PERMITS AND LICENSES
Contractor shall provide all required sketches and/or drawings as required by the construction permitting authority having jurisdiction. Drawings need not be sealed. Contractor shall obtain, pay for and post on site all permits and licenses necessary to complete this project. Contractor and subcontractors must have current license required by the State, County and City.

01.0050 CODE COMPLIANCE
To comply with local and Florida Building Code.

01.0150 CONTRACTOR TO VERIFY MEASUREMENTS, SIZES & QUANTITIES
All measurements, sizes and quantities in this Work Write-Up are APPROXIMATE. The Contractor is responsible for verifying exact measurements, sizes and quantities prior to submitting a quote.

01.0225 GENERAL WARRANTY
Materials installed and work performed shall have a one year Contractor warranty from the date of final acceptance of the work by the Homeowner and Program Administrator. Refer to project Contract for specific requirements concerning warranty.

01.0250 SCHEDULING WORK
Contractor to schedule work between 8:00am and 6:00pm Monday through Friday. Requests to work before or after these hours and on weekends must be approved by the Homeowner. Work requiring a Compliance Inspection by the Program Administrator can ONLY be performed between 8:00am and 5:00pm Monday through Friday. The Contractor is responsible for scheduling and coordinating subcontractor work.

01.0275 COMPLIANCE INSPECTIONS
Contractor to call Program Administrator for inspection of all work that will be concealed from view following completion of work on that item. For example, these inspections frequently include, but are not limited to, 1) inspection of footings, 2) inspection of roof sheathing prior to installation of new felt and shingles and 3) inspection of repaired floors prior to installation of new sub-floor, underlayment and floor coverings. Check each spec to see if a Compliance Inspection is required.

Work that has been concealed without a Compliance Inspection may result in payment delays or denials!

01.0325 PROTECT HOUSE CONTENTS FROM DAMAGE DURING WORK
Contractor shall take steps to protect house and contents from damage during project. Contractor is advised to use drop cloths to protect furniture, appliances, entertainment systems, and other house contents and components.

01.0500 GENERAL CLEANUP
Contractor to provide clear and safe passage ways in and around structure during project. Contractor to remove debris and building materials from in and around structure being repaired to legal dump site regularly and at the end of the project. In progress and final clean-up to include--but is not limited to--damp wiping, sweeping, mopping, and vacuuming.

2. OVERHEAD & PROFIT

1.00 EACH

OVERHEAD & PROFIT
Overhead and profit is capped at 20%

3. TERMITE INSPECTION

1.00 EACH

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

4. LEAD-BASED PAINT TESTING

1.00 EACH

LEAD-BASED PAINT TESTING
The home was built in 1969. Home will be tested for lead-based paint on interior and exterior painted surfaces. A copy of the report will be orwarded to the Housing and Community Development Division. If lead-based paint is found, the contractor will submit a change order to cover the cost of lead-based paint abatement. TESTING (INITIAL AND CLEARANCE) AND ABATEMENT MUST BE COMPLETED BY TWO DIFFERENT FIRMS.

Front of the house only where paint will be disturbed. House beyond teh kitchen was added in 1982.

Materials + Labor

5. CUSTOMER LODGING

1.00 EACH

Customer Lodging
The housing rehabilitation program is a voluntary program. Should the customer need or desire to vacate their home during the housing rehabilitation work, the customer will be solely responsible for making the arrangements for and covering the cost of lodging at another location during the housing rehabilitation work.

6. PERSONAL PROPERTY

1.00 EACH

Personal property
The customer will be responsible for removing all personal property from the work area, including furniture, appliances, and decor. This includes the cost of any on-site or off-site storage the customer may use to store their property. Once the housing rehabilitation work is completed, the customer will be responsible for moving their personal property back into the home.

PERSONAL PROPERTY WILL NOT BE STORED IN THE HOME'S YARD.

7. INSTALL NEW METAL RAILING

4.00 LF

INSTALL NEW METAL RAILING
Install new metal handrail at the back stairs to the home. All materials and installation shall meet or exceed S.B.C.C.I. specifications for shear, tensile and anchorage strength. Railing shall have a factory rust or corrosion inhibiting finish.

8. INSTALL BASE CABINET AND COUNTER TOP

15.00 LF

Install base cabinet and counter top
FURNISH AND INSTALL A MEDIUM-PRICED, STANDARD-STOCK CABINET AND/OR COUNTERTOP. Cabinets shall be made by a professional cabinet maker or cabinet manufacturer. Homeowners shall make selection of color and style from within the offered group of medium-priced, standard-stock cabinets. Include the cost of installing a backsplash that matches the countertop material in your bid.

Include the cost of installing quarter round at the base of the cabinets to cover paint on tile in bid.

Materials + Labor

9. INSTALL NEW WALL CABINET (*)

15.00 LF

INSTALL NEW WALL CABINET (*)
FURNISH AND INSTALL A MEDIUM-PRICED, STANDARD-STOCK CABINET AND/OR COUNTERTOP. Cabinets shall be made by a professional cabinet maker or cabinet manufacturer. Homeowners shall make selection of color and style from within the offered group of medium-priced, standard-stock cabinets.

Two kitchen counter outlets will need to be upgraded to GFCIs.They are located by the sink and behind the microwave.

Include the cost of a self-circulating range hood in bid. Appliance allowance is $150.

Light over the sink was not installed to code. It will be replaced. Fixture allowance is $50.

10. INSTALL A NEW 2-BOWL KITCHEN SINK AND FAUCET (*)

1.00 EACH

INSTALL A NEW 2-BOWL KITCHEN SINK AND FAUCET (*)
Install a new 8" deep double bowl stainless steel drop-in kitchen sink with two basket strainers. Install a new single control chrome washerless kitchen sink faucet. Faucet to have a minimum flow rate of 2 gallons per minute. Install new trap and drain line from wall outlet to sink, brass stop valves and supply lines from stop valves to faucet. Faucet to have at least a 2 year warranty. Owner to select using a purchase allowance of: $100.00 for faucet; $200.00 for sink.

11. REMOVE WALL FURNACE

1.00 EACH

REMOVE WALL FURNACE
Remove existing wall furnace. Close up opening, matching surrounding wall texture as closely as possible.

12. PAINT WALL SURFACES W/SATIN PAINT & TRIM WITH SEMI-GLOSS PAINT

500.00 SF

PAINT WALL SURFACES W/SATIN PAINT & TRIM WITH SEMI-GLOSS PAINT

FRONT LIVING ROOM, HALL

Following manufacturer's directions, apply satin acrylic latex paint to wall surfaces and semi-gloss acrylic latex paint to trim which includes any baseboard; door casing and jambs; window casing, sills, stools, jambs and sashes. Where applicable, wet

scrape defective paint; spot prime; seal water stains; and make any minor repairs to walls and baseboard. Make sure baseboard is securely fastened to wall. Caulk cracks in baseboard and at intersection with wall surfaces using mildew resistant caulk prior to painting. Contractor shall follow paint manufacturer's instructions. Owner to select one paint color.

13. INSTALL A NEW 6-PANEL INTERIOR DOOR IN EXISTING DOOR OPENING

7.00 EACH

INSTALL A NEW 6-PANEL INTERIOR DOOR IN EXISTING DOOR OPENING

BEDROOMS, BATHROOMS

Install a new 6-panel interior hardboard or masonite door with a door stop and new lockset in existing opening. Lockset to be appropriate for door type--privacy or passage. Purchase allowance: $40.00 for lockset.

There is also a closet door in the 3rd bedroom, so the total door count is 7 doors.

14. 36"-37" CULTURED MARBLE TOP

1.00 EACH

36"-37" CULTURED MARBLE TOP

Guest bathroom

Install a cultured marble countertop with intregal bowl and back and end splashes. Allowance for top: $100. Allowance for faucet, drain assmbly: $100.00

15. WIDEN DOORWAY

1.00 EACH

WIDEN DOORWAY
Widen doorway- master bathroom

Widen bathroom doorway to *30* inches. Install new prehung 6-panel hollow core door with hardware. Door will have lever handle. Allowance for hardware is $50.00

Towel bar on wall by doorway will need to be replaced to accommodate doorway widening. Include the cost of installing a 18" towel bar in bid.

Materials + Labor

16. INSTALL A WALK-IN SHOWER

1.00 EACH

INSTALL A WALK-IN SHOWER

Master bathroom

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

Include the cost of tiling the bathroom floor and adding a transition strip between the bathroom and the bedroom in bid.

17. ADA-COMPLIANT TOILET

1.00 EACH

ADA-COMPLIANT TOILET

Master bathroom

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

18. 30" BATHROOM VANITY CABINET & INTEGRAL CULTURED MARBLE TOP

1.00 EACH

30" BATHROOM VANITY CABINET & INTEGRAL CULTURED MARBLE TOP

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

To accommodate accessibility modifications in the bathroom, this may be modified to a 24" vanity.

Include the cost of installing a recessed medicine cabinet to match the vanity in bid. Allowance for cabinet is $100.

Materials + Labor

19. INSTALL NEW BATHROOM SINK FAUCET (*)

1.00 EACH

INSTALL NEW BATHROOM SINK FAUCET

Master bathroom

Install a new chrome washerless bathroom sink faucet with pop-up valve. Faucet to have a minimum flow rate of 2 gallons per minute. Install new brass stop valves and supply lines from stop valves to faucet and new P-Trap & line. Faucet to have at least a two year warranty. Owner to select using a purchase allowance of $100 for faucet. Faucet will be Delta or Moen WaterSense brand.

WORK SPECIFICATIONS

Client: Susan V. Stubbs & Shirley Murray
Property: 916 8th St. E.
Bradenton, FL 34208
Telephone: (941)253-9250

Contact for Information:
VICKI WHITE
CITY OF BRADENTON

Total Bid:	0.00
Change Orders	0.00
Adjusted Bid:	0.00

Revised on 4.7.2026

Materials + Labor

1. GENERAL REQUIREMENTS - DISCLAIMER

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

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

2. OVERHEAD & PROFIT

OVERHEAD & PROFIT
Overhead and profit is capped at 20%

3. IMPACT WINDOW, STANDARD SIZE - revised

11.00 EACH

IMPACT WINDOW, STANDARD SIZE
Install standard size impact window to meet Florida Building Code requirements. Window will be Energy Star qualified.

3 Front of the home
3 Left of the home
3 Right side of the home (1 double, 1 single)
2 back of home (1 double, 1 single)

4. INSTALL A NEW EXTERIOR PREHUNG 6-PANEL INSULATED IMPACT DOOR (*

3.00 EACH

INSTALL A NEW EXTERIOR PREHUNG 6-PANEL INSULATED IMPACT DOOR (*
Install a new prehung, 6-panel insulated impact door unit including jamb, casing, hinges, door stop, striker plate, peep site, threshold and weatherstripping. Install a new entry and single cylinder deadbolt lockset keyed alike. Purchase

Materials + Labor

allowance: $100.00 for enry lock and deadbolt. To include painting.

Front door
Back Door
Right side door

5. INSTALL GABLE END BRACES IN ATTIC

3.00 EACH

INSTALL GABLE END BRACES IN ATTIC
Install gable end braces according to code.

6. THIRD NAIL INSTALLATION

60.00 EACH

Third nail installation
Install a third nail into existing roof straps/clips

7. A/C WALL UNIT **Revision (added)**

2.00 EACH

A/C Wall Unit

** Remove the A/C wall units and seal up the opening. Include painting to match the house color as closely as possible.

The Friendly City

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

Homeowner Selection of Contractor

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

916 8th St. E. Bradenton, FL 34208

The bids that were received are as follows:

Herman Cadena	$72,369.60
Ellis Enterprises	$71,676.00

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

ELLIS ENTERPRISES
Contractor

$71,676.00
Bid amount

Signature

6/17/2026
Date

AGENDA ITEM NO. 6.b

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: July 22, 2026

SUBMITTED BY: Dietra Barfield, Administrative Services

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 26-52 - State Housing Initiatives Partnership (SHIP) Housing Rehabilitation Loan

SUGGESTED ACTION: Approve the SHIP loan for $39,064.00 for 817 27th Court East, Bradenton, FL 34208. The bid submitted by Construction by Cadena for $39,064.00 was determined to be the most responsive bid.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
This loan will provide $39,064.00 in Housing Rehabilitation (SHIP) funding to rehabilitate the single-family home located in Ward 5 at 817 27th Court East, Bradenton, FL 34208. The bid submitted by Construction by Cadena for $39,064.00 was determined to be the most responsive bid for this project.

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

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

SUGGESTED MOTION:
Motion to approve Resolution 26-52.

ATTACHMENTS:

Resolution 26-52
Contractor Bids Received
Scope of Work
Selection of Contractor

CITY OF BRADENTON
RESOLUTION NUMBER 26-52

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, APPROVING SHIP REHABILITATION LOAN FOR 817 27th STREET COURT EAST BRADENTON, FL 34208 FOR $39,064.00; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, homeowner, **Dannette White** (the "Owner"), was determined eligible to receive assistance with rehabilitation of her home located at **817 27th Street Court East, Bradenton, Florida 34208**; and

WHEREAS, the City awards funding for housing rehabilitation projects through an open, competitive bidding process, and the bid submitted by Construction by Cadena, LLC, for $39,064.00, was determined to be the most responsive bid.

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

1. The City of Bradenton hereby approves the Housing Rehabilitation loan in the amount of $39,064.00 to the Owner for the property located at 817 27th Street Court East, Bradenton, Florida 34208.

2. The City Housing and Community Development Manager is authorized, pursuant to Resolution 25-26 and Section 2-236 of the City Code, to execute the City of Bradenton Housing and Community Development Division Homeowner Agreement and related documents with the Owner, consistent with this Resolution.

3. This Resolution shall take effect immediately upon its adoption.

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 22ND DAY OF JULY 2026.

ATTEST:

Tamara Melton	Gene Brown
CITY CLERK	MAYOR

APPROVED AS TO FORM:

Scott Rudacille
CITY ATTORNEY

5621571v1

Contractor Bids Received

Date: May 29, 2026

Time: 2:00 p.m.

Project: **Dannette White**
817 27th Street Ct East
Bradenton, FL 34208

Program: SHIP- State Initiatives Partnership Program

Contractor	**Proposal Budget**	Received by:	Time
Construction by Cadena	$39,064.00	Vicki White	5/28 @ 1:55 p.m.
Ellis Enterprises	$45,612.00	Dietra Barfield	5/27 @ 11:52 a.m.
Pinnacle Group	$35,644.00	Vicki White	9:05 a.m.

Opened by:
Dietra Barfield 5/29/2026
HCD Staff Date

WORK SPECIFICATIONS

Client: Dannette White
Property: 817 27th St. Ct. E.
Bradenton, FL 34208
Telephone: (941)747-8403

Contact for Information:
VICKI WHITE
CITY OF BRADENTON

Total Bid:	0.00
Change Orders	0.00
Adjusted Bid:	0.00

Revised on 6.4.2026

Materials + Labor

1. GENERAL REQUIREMENT WORK WRITE UP

1.00 EACH

GENERAL REQUIREMENT WORK WRITE UP
01.0025 PERMITS AND LICENSES
Contractor shall provide all required sketches and/or drawings as required by the construction permitting authority having jurisdiction. Drawings need not be sealed. Contractor shall obtain, pay for and post on site all permits and licenses necessary to complete this project. Contractor and subcontractors must have current license required by the State, County and City.

01.0050 CODE COMPLIANCE
To comply with local and Florida Building Code.

01.0150 CONTRACTOR TO VERIFY MEASUREMENTS, SIZES & QUANTITIES
All measurements, sizes and quantities in this Work Write-Up are APPROXIMATE. The Contractor is responsible for verifying exact measurements, sizes and quantities prior to submitting a quote.

01.0225 GENERAL WARRANTY
Materials installed and work performed shall have a one year Contractor warranty from the date of final acceptance of the work by the Homeowner and Program Administrator. Refer to project Contract for specific requirements concerning warranty.

01.0250 SCHEDULING WORK
Contractor to schedule work between 8:00am and 6:00pm Monday through Friday. Requests to work before or after these hours and on weekends must be approved by the Homeowner. Work requiring a Compliance Inspection by the Program Administrator can ONLY be performed between 8:00am and 5:00pm Monday through Friday. The Contractor is responsible for scheduling and coordinating subcontractor work.

01.0275 COMPLIANCE INSPECTIONS
Contractor to call Program Administrator for inspection of all work that will be concealed from view following completion of work on that item. For example, these inspections frequently include, but are not limited to, 1) inspection of footings, 2) inspection of roof sheathing prior to installation of new felt and shingles and 3) inspection of repaired floors prior to installation of new sub-floor, underlayment and floor coverings. Check each spec to see if a Compliance Inspection is required.

Work that has been concealed without a Compliance Inspection may result in payment delays or denials!

01.0325 PROTECT HOUSE CONTENTS FROM DAMAGE DURING WORK
Contractor shall take steps to protect house and contents from damage during project. Contractor is advised to use drop cloths to protect furniture, appliances, entertainment systems, and other house contents and components.

01.0500 GENERAL CLEANUP
Contractor to provide clear and safe passage ways in and around structure during project. Contractor to remove debris and building materials from in and around structure being repaired to legal dump site regularly and at the end of the project. In progress and final clean-up to include--but is not limited to--damp wiping, sweeping, mopping, and vacuuming.

2. OVERHEAD & PROFIT

1.00 EACH

OVERHEAD & PROFIT
Overhead and profit is capped at 20%

4. LEAD-BASED PAINT TESTING

1.00 EACH

LEAD-BASED PAINT TESTING- exterior

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

5. INSTALL NEW SHINGLES ON ROOF DECKING (*)

1200.00 SF

INSTALL NEW SHINGLES ON ROOF DECKING (*)
INSTALL NEW SHINGLES ON ROOF DECKING

Remove all existing shingles and underlayment down to roof decking. Install secondary water barrier and Energy Star qualified dimensional shingles and aluminum drip edge per manufacturer's specifications in compliance with the Florida Building Code. Shingle color to be selected by Owner, but it must be a color offered for the Energy Star qualified dimensional shingles. Bid price will include the cost of replacing 4 sheets of decking. If additional decking needs to be replaced, a change order may be submitted to cover this cost.

Change roof covering from shingles to rolled roofing due to the slope of the roof.

6. HURRICANE STRAPS/CLIPS

40.00 EACH

Hurricane straps/clips

Install hurricane straps/clips on rafters/joists according to code and manufacturer's specifications.

7. ALUMINUM FASCIA & SOFFIT (*)

ALUMINUM FASCIA & SOFFIT (*)
Install new aluminum fascia and soffit as per manufacturer's specification. Owner to select color. Include the cost of replacing damaged wood fascia in the bid.

9. IMPACT WINDOW, STANDARD SIZE

8.00 EACH

IMPACT WINDOW, STANDARD SIZE
Install standard size impact window to meet Florida Building Code requirements. Window will be Energy Star qualified. Bathroom windows will have obscure glass for privacy. Window sceens will be included in the bid.

3 front windows
2 right side windows
3 back windows
1 left side window

Omit the following windows as they have window AC units that the homeowner needs to heat and cool her house:

1 front window(bedroom)
1 left side window(kitchen, living room)

10. INSTALL NEW 6" X 6", PRESSURE TREATED WOOD POST (*)

2.00 EACH

INSTALL NEW 6" X 6", PRESSURE TREATED WOOD POST (*)
Install a new pressure treated 6" x 6" wood porch post properly anchored to structure with a hurricane-rated post-to-beam connector. Post to rest elevated above floor on a precast metal post cleat. Apply solid color stain or paint to post. Homeowner to select color.

11. REPLACE PORCH BEAM

1.00 EACH

Replace front porch support beam with a 4" x 6" pressure treated wood beam.

12. PRESSURE WASH EXTERIOR WALLS

1.00 DU

PRESSURE WASH EXTERIOR WALLS

13. REPAIR MASONRY WINDOW SILL

12.00 LF

REPAIR MASONRY WINDOW SILL
Repair masonry window sills at locations noted.

2 on front of house
1 on rear of house

14. PAINT EXTERIOR SURFACES OF MASONRY WALLS (*)

906.00 SF

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

Include the cost of painting non-masonry items, such as doors, trim, gable ends in your bid.

Include the cost of caulking masonry joints as needed.
Include the cost of waterproofing masonry walls up to 24" from ground.

15. REPAIR LEAKY PIPES UNDER SINK

1.00 EACH

REPAIR LEAKY PIPES UNDER SINK
Repair leaking pipes under sink(s) specified.

Kitchen sink

Materials + Labor

17. REPLACE HOSE BIBB

1.00 EACH

Replace hose bibb
Replace hose bibb at the location below.

Back of house

The Friendly City

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

Homeowner Selection of Contractor

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

817 27th Street Ct. E, Bradenton, FL 34208

The bids that were received are as follows:

Herman Cadena	$39,064.00
Pinnacle Group	$46,658.00
Ellis Enterprises	$60,564.00

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

Herman Cadena — **Contractor**

$39,064.00 — **Bid amount**

Dannette White — Signature

6/9/26 — Date

AGENDA ITEM NO. 6.c

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: July 22, 2026

SUBMITTED BY: Vicki White, Administrative Services

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 26-58 - Amended SHIP 2023-2026 Local Housing Assistance Plan (LHAP)

SUGGESTED ACTION: Approve the amended SHIP 2023-2026 Local Housing Assistance Plan (LHAP).

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The 2023-26 LHAP is being amended for the following reasons:
1. Add sewer main line replacement as a standalone strategy with a grant of up to $15,000 available.
2. Increase the limit for emergency repair grants from $10,000 to $15,000 due to the increased cost of materials and labor.

FINANCIAL IMPACT:
No financial impact to the City as SHIP funding is received from the state.

ATTORNEY REVIEW/RECOMMENDATION:
Resolution and amended plan were reviewed by the City Attorney.

SUGGESTED MOTION:
Motion to approve Resolution 26-58.

ATTACHMENTS:
Resolution 26-58

CITY OF BRADENTON
RESOLUTION 26-58

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON FLORIDA AMENDING THE 2023-2026 LOCAL HOUSING ASSISTANCE PLAN TO ADD SEWER MAIN LINE REPAIR/REPLACEMENT AND TO INCREASE FUNDING FOR EMERGENCY REPAIR STRATEGIES; AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTS AND CERTIFICATIONS NEEDED BY THE STATE; AUTHORIZING THE SUBMISSION OF THE AMENDED 2023-2026 LOCAL HOUSING ASSISTANCE PLAN FOR REVIEW AND APPROVAL BY THE FLORIDA HOUSING FINANCE CORPORATION; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the State Housing Initiatives Partnership (SHIP) Act, ss. 420.907-420.9089, Florida Statutes (2025), and Chapter 67-37, Florida Administrative Code, requires local governments to develop a one- to three-year Local Housing Assistance Plan outlining how funds will be used; and

WHEREAS, the City wishes to amend its 2023-2026 Local Housing Assistance Plan to add a Sewer Main Line Repair/Replacement strategy and to increase funding for Emergency Repair strategy (the "Amendments"); and

WHEREAS, the Amendments are permitted under SHIP program regulations and such Amendments will allow the City to better serve its residents; and

WHEREAS, the City Council finds that it is in the best interest of the public for the City of Bradenton to submit the amended 2023-2026 Local Housing Assistance Plan for approval by the Florida Housing Finance Corporation.

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

Section 1: The City Council hereby approves the amended 2023-2026 Local Housing Assistance Plan, as attached hereto and incorporated herein as Exhibit "A", for submission to the Florida Housing Finance Corporation as required by ss. 420.907 - 420.9089, Florida Statutes, and Chapter 67-37, Florida Administrative Code.

Section 2: The Mayor is hereby designated and authorized to execute any documents and certifications required by the Florida Housing Finance Corporation as related to the amended 2023-2026 Local Housing Assistance Plan, and to do all things necessary and proper to carry out the terms and conditions of said program.

Section 3: This Resolution shall repeal and replace all prior resolutions in conflict herewith to the extent of such conflict.

Section 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 22nd DAY OF JULY 2026.

ATTEST:

_____
Tamara Melton, City Clerk

_____
Gene Brown, Mayor

APPROVED AS TO FORM:

_____
Scott Rudacille, City Attorney

City of Bradenton

SHIP LOCAL HOUSING ASSISTANCE PLAN (LHAP)

2023-2024, 2024-2025, 2025-2026

Revised 7/22/26

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

G. Interlocal Agreement	

I. Program Details:

A. LG(s)

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

B. Purpose of the program:

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

C. Fiscal years covered by the Plan: 2023-2024, 2024-2025, 2025-2026

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

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

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

G. Public Input: Public input was solicited through face to face meetings with housing providers, social service providers and local lenders and neighborhood associations. Public input was solicited through the local newspaper in the advertising of the Local Housing Assistance Plan and the Notice of Funding Availability.

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

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

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

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

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

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

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

The methodology used is:

U.S. Treasury Department	X
Local HFA Numbers	

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

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

satisfied that the household can afford mortgage payments in excess of the 30% benchmark and in the case of rental housing does not exceed those rental limits adjusted for bedroom size.

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

O. Monitoring and First Right of Refusal: In the case of rental housing, the staff and any entity that has administrative authority for implementing the local housing assistance plan assisting rental developments shall annually monitor and determine tenant eligibility or, to the extent another governmental entity provides periodic monitoring and determination, a municipality, county or local housing financing authority may rely on such monitoring and determination of tenant eligibility. However, any loan or grant in the original amount of $10,000 or less shall not be subject to these annual monitoring and determination of tenant eligibility requirements. Tenant eligibility will be monitored annually for no less than 15 years or the term of assistance whichever is longer unless as specified above. Eligible sponsors that offer rental housing for sale before 15 years or that have remaining mortgages funded under this program must give a first right of refusal to eligible nonprofit organizations for purchase at the current market value for continued occupancy by eligible persons.

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

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

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

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

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

R. First-time Homebuyer Definition: For any strategies designed for first-time homebuyers, the following definition will apply: *An individual who has had no ownership in a principal residence during the 3-year period ending on the date of purchase of the property. This includes a spouse (if either meets the above test, they are*

considered first-time homebuyers). A single parent who has only owned a home with a former spouse while married. An individual who is a displaced homemaker and has only owned with a spouse. An individual who has only owned a principal residence not permanently affixed to a permanent foundation in accordance with applicable regulations. An individual who has only owned a property that was not in compliance with state, local or model building codes and which cannot be brought into compliance for less than the cost of constructing a permanent structure.

S. Project Delivery Costs: Project delivery costs will be granted to clients of the housing rehabilitation and housing reconstruction strategies. These project delivery costs may include initial inspections, scope of work development, meeting with contractors on site for eh bid process, and construction oversight. These project delivery costs are actual amounts of services and deliverables, not to exceed ____.

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

U. Describe efforts to incorporate Green Building and Energy Saving products and processes: The City will work to ensure that projects involving SHIP dollars will incorporate green building and energy saving products and process to the greatest extent possible. The Housing Rehabilitation, Housing Reconstruction, and Multifamily Rental Construction strategies will be most affected by the incorporation of these items. While the following items will be included in these projects, the city will not limit its green building and energy saving activities to these items alone:

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

U. Describe efforts to meet the 20% Special Needs set-aside: Historically, the city has met its special needs set aside primarily through its housing rehabilitation strategy. Housing rehabilitation can include modifications made to the home to increase its livability for a special-needs family member. The City expects this trend to continue. The City also assisted people with special needs through its multifamily construction/rehabilitation strategy, so it is possible that this could happen in the future, depending on SHIP program funding.

(describe which strategies and how Special Needs are prioritized for funding as well as agency partners working in this area) Need to complete!

W. Describe efforts to reduce homelessness: In 2019, the city provided a local nonprofit SHIP funding for an eviction protection program, designed to prevent people who are behind on their rent through no fault of their own from becoming homeless. The city will continue with the rental deposit/eviction protection strategy in this LHAP. Funding will depend upon SHIP program funds received.

Over the past several years, the city has provided funding for homeless prevention activities, provided funding for services for people who are homeless or at risk of homelessness, and funding for people who are homeless and either cannot be sheltered in local shelters due to family composition or who are about to be discharged from a medical or mental health facility into homelessness.

The Bradenton Police Department has a Homeless Outreach Team (HOT), which engages with people who are homeless and/or stranded in Bradenton. They assist these people with transportation back home, lodging, food, or other necessities. This program is in its sixth year.

Section II. LHAP Strategies (Please read LHAP Strategy Quick Guide before developing strategies):

A. Purchase Assistance Strategy	Code: 1,2

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

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

c. Income Categories to be served: Very low, low and moderate, up to 140% AMI

d. Maximum award: $20,000

e. Terms:

1. Repayment loan/deferred loan/grant: Repayment loan secured by a note and mortgage
2. Interest Rate: 0%
3. Years in loan term: 30 years
4. Forgiveness: Any unpaid balance will be forgiven at the end of the 30-year term, provided the loan is in good standing. "Good standing" means that the loan is not delinquent (no more than 10 payments that are over 15 days late over the life of the loan or in default at that time).
5. Repayment: Repayments are required, and the minimum monthly payment is $50. Payments are based upon a total debt to income ratio, which is calculated as (first mortgage + long term debt + COB SHIP loan/gross monthly income). These terms are defined below:

- First mortgage: Principal, interest, insurance, and taxes.
- Long-term debt: Any debt with 12 or more payments remaining.
- COB loan: City purchase assistance loan calculated monthly payment.
- Gross monthly income: Monthly income before deductions.

The monthly payment is calculated using a worksheet that calculates the customer's debt to income ratio before the City's monthly loan payment is added to it. This monthly payment is adjusted until the total debt to income ratio reaches 35%. For those who are unable to repay the loan when assistance is provided, the loan will be deferred for three years.

When the deferral period is over, the homeowner will complete a new application, and a determination will be made as to whether they can afford to make payments. If they are unable to make payments, the loan will be deferred for the remainder of the loan term and will be released at the end of the loan term, If the homeowner passes away, vacates the property, or rents it out, repayment may be accelerated with payback terms to be negotiated with the owner and/or heirs.

Payments will be made on a monthly basis for the first ten years of the loan. Any remaining balance will be forgiven at the end of the 30-year loan term. In the case of repayable loans, the debt to income ratio will be reviewed by Housing and Community Development staff per the customer's request if their financial situation changes through no fault of their own. The payments may be adjusted downward or eliminated completely - if necessary - to meet the maximum 35% debt to income ratio, should there be a decrease in income.

6.Default: The property must be occupied by the owner during the loan term. Should the property cease to be owner-occupied during the loan term, the loan will be considered in default and the balance becomes immediately due and payable. If the owner does not repay the balance of the loan upon demand, it will be due and payable when the property is refinanced, sold, leased, or conveyed.

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

g. Sponsor Selection Criteria: N/A

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

Eligible properties will be located in the Bradenton city limits. These properties may be single-family homes, duplexes, condominiums, townhomes, or manufactured homes attached to a permanent foundation. Manufactured homes must be constructed after June 1994 and manufactured in accordance with the wind zone standards where the home is located. The manufactured home must also be installed in accordance with the installation standards for mobile or manufactured homes contained in 15C-1, F.A.C. When rehabilitating a manufactured home, the customer must own the land on which the home is situated.

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

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

B. Housing Rehabilitation Strategy	Code: 3

a. Summary: the purpose of this strategy is to correct health violations, code violations, safety hazards, and to improve the energy efficiency of homeowner housing in the City of Bradenton. As much as possible, green building features will be incorporated into the repair work. For wood frame homes built before 1995 and that are not on a slab foundation, repairs will be limited to the replacement of HVAC systems and termite inspections and treatment.

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

c. Income Categories to be served: Very low, low and moderate, up to 140% AMI

d. Maximum award: $100,000

e. Terms:

1. Repayment loan/deferred loan/grant: Repayment loan/deferred loan/grant: Project costs under $5,000 will be provided as a grant. For project costs that exceed $5,000, the loan will be repayable or deferred, depending on the borrower's ability to repay the loan.
2. Interest Rate: 0%
3. Years in loan term: Years in loan term: The term of the loan will be based upon the amount borrowed. Below is a table describing loan terms and amounts.

Maximum amount awarded	Loan term
Up to $5,000	grant
$5,001-$10,000	5 years
$10,001-$30,000	10 years
$30,001-$50,000	15 years
$50,001-$60,000	20 years
$60,001-$100,000	30 years

4. Forgiveness: For repayable loans, any unpaid balance will be forgiven at the

end of the loan term, provided the loan is in good standing at the end of the term. "Good standing" means that the loan is not delinquent (no more than 10 late payments over the life of the loan) or in default at that time. If the loan is not current and in good standing, the balance of the lien will remain on the property, repayable whenever the property is sold, leased or conveyed, for a period not to exceed 30 years. This balance will also become due and payable should the property be refinanced for a lower interest rate or shorter term. For non-amortizing loans, the loan will be released at the end of the Loan term

5. Repayment: All borrowers will be evaluated for their ability to repay the loan. Repayments are based upon a total debt to income ratio of 35% (first mortgage + long-term debt + COB loan/gross monthly income). The definitions for these terms are:

- First mortgage: Principal, interest, insurance, and taxes.
- Long-term debt: Any debt with 12 or more payments remaining.
- COB loan: City purchase assistance loan calculated monthly payment.
- Gross monthly income: Monthly income before deductions.

The monthly payment is calculated using a worksheet that calculates the customer's debt to income ration before the City's monthly loan is added to it. This monthly payment is added to the worksheet until the total debt to income ratio reaches 35%. The City reserves the right to calculate payments at lower ratios, particularly for those at lower income levels. For those who are unable to repay the loan when assistance is provided, the loan will be deferred for three years.

When the deferral period is over, the homeowner will complete a new application, and a determination will be made as to whether they can afford to make payments. If they are unable to make payments, the loan will be deferred for the remainder of the loan term and will be released at the end of the loan term. If the homeowner passes away, vacates the property, or rents it out, repayment may be accelerated with payback terms to be negotiated with the owner and/or heirs.

In the case of repayable loans, the debt to income ratio will be reviewed per the customer's request if their financial situation changes through no fault of their own. The payments may be adjusted downward or eliminated completely if necessary to meet the maximum 35% debt to income ratio, should there be a decrease in income.
ay the loan when assistance is provided, the loan will be deferred for three years.

Default: The property must be occupied by the owner during the loan term. Should the property cease to be owner-occupied during the loan term, the loan will be considered in default and the balance becomes immediately due and payable. If the owner does not repay the balance of the loan upon demand, it will be due and payable when the property is refinanced, sold* leased, or conveyed

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

g. Sponsor Selection Criteria: N/A

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

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

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

C. Housing Demolition/Reconstruction Strategy	Code: 4

a. Summary candidates for the reconstruction strategy will be applicants for housing rehabilitation whose repair costs exceed 50% of the replacement cost of the home. The 50% of the replacement cost of the home based upon a replacement cost of the existing home.

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

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

d. Maximum award: $150,000

e. Terms:

1. Repayment loan/deferred loan/grant: Repayable or deferred loan based on the ability to repay the assistance.

2. Interest Rate: 0%
3. Years in loan term: 30
4. Forgiveness: For repayable loans, any unpaid balance will be forgiven at the end of the loan term, provided the loan is in good standing at the end of the term. "Good standing" means that the loan is not delinquent (no more than 10 late payments over the life of the loan) or in default at that time. If the loan is not current and in good standing, the balance of the lien will remain on the property, repayable whenever the property is sold, leased or conveyed, for a period not to exceed 30 years. This balance will also become due and payable should the property be refinanced for a lower interest rate or shorter term. For non-amortizing loans, the loan will be released at the end of the loan term.

5. Repayment: All borrowers will be evaluated for their ability to repay the loan. Repayments are based upon a total debt to income ratio of 35% (first mortgage + long-term debt + SHIP loan/gross monthly income). The definitions for these terms are:
   - First mortgage: Principal, interest, insurance, and taxes.
   - Long-term debt: Any debt with 12 or more payments remaining.
   - COB loan: City purchase assistance loan calculated monthly payment.
   - Gross monthly income: Monthly income before deductions.

   The monthly payment is calculated using a worksheet that calculates the customer's debt to income ratio before the City's monthly loan is added to it. This monthly payment is added to the worksheet until the total debt to income ratio reaches 35%. The city reserves the right to calculate payments at lower ratios, particularly for those at lower income levels. For those who are unable to repay the loan when assistance is provided, the loan will be deferred for three years.

   When the deferral period is over, the homeowner will complete a new application, and a determination will be made as to whether they can afford to make payments. If they are unable to make payments, the loan will be deferred for the remainder of the loan term and will be released at the end of the loan term. If the homeowner passes away, vacates the property, or rents it out, repayment may be accelerated with payback terms to be negotiated with the owner and/or heirs.

   In the case of repayable loans, the debt to income ratio will be reviewed per the customer's request if their financial situation changes through no fault of their own. The payments may be adjusted downward or eliminated completely if necessary in order to meet the maximum 35% debt to income ratio, should there be a decrease in income.
6. Default: The property must be occupied by the owner during the loan term. Should the property cease to be owner-occupied during the loan term, the loan will be considered in default and the balance becomes immediately due and payable. If the owner does not repay the balance of the loan upon demand, it will be due and payable when the property is refinanced, sold, leased, or conveyed.

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

g. Sponsor Selection Criteria: N/A

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

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

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

D. Rental Assistance (tenant) and Security and/or Utility Deposits Strategy	Code: 13,23

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

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

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

d. Maximum award: $3,000

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

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

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

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

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

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

Eviction protection will be provided to households who have fallen behind on their rent and have received an eviction notice. Eligible reasons for falling behind on rent are as follows:

a) Involuntary loss in pay due to unemployment/underemployment.
b) Divorce/separation resulting in a temporary loss in income.
c) Death of a spouse resulting in a loss in income.
d) Sudden, unforeseen medical payments.
e) Involuntary loss of verifiable income from other sources (temporary or permanent).
f) Worked missed due to family member illness.
g) Unexpected vehicle repair bills.

If there is a difference between the $3,000 and the amount owed, the applicant must be able to pay this difference in order to be eligible for the assistance.

h. Additional Information:

E. Multifamily Rental Construction	Code: 14, 20, 21

a. Summary: This strategy is designed to provide nonprofit and for-profit developers with deferred loans for the production of affordable multifamily rental units within the City. Funds may be used for the acquisition, rehabilitation of multifamily units, including duplexes, transitional/group home housing, or the housing portion of a mixed-use facility. The funds may be used for infrastructure costs as well as the costs of acquiring, rehabilitating, or constructing the units on a pro rata basis. The funds may be used as a match for other state and federal housing programs, such as HOME or SAIL.

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

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

d. Maximum award: $150,000 per development

e. Terms:

1. Repayment loan/deferred loan/grant: deferred loan, secured with a Land Use Restriction Agreement (LURA) and mortgage, both of which will be recorded.

2. Interest Rate: 0%
3. Years in loan term: 15
4. Forgiveness: The deferred loan will be forgiven at the end of the 15-year term, provided the developer abides by the terms of the mortgage and LURA.

5. Repayment: Repayment will not be required as long as the developer abides by the term of the mortgage and LURA.

6.Default: If the developer fails to begin construction within six months of receiving funding, they will be in default. If the project is not completed within two years the developer will repay any unused funds, and if they have spent a portion of the funds awarded, the developer will still be required to comply with the eligibility period and monitoring requirements. The developer may request an extension of up to one additional year if the delay is due to circumstances beyond their control. Circumstances beyond their control can include, but are not limited to: weather, difficulty obtaining building materials, and unexpected site findings. The decision to extend the contract will be solely at the city's discretion and will be made after a review of the circumstances surrounding the delay.

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

g. Sponsor/Sub-recipient Selection Criteria: Applications from project sponsors (or developers) will be reviewed on an ongoing basis, pending funding received. The following factors will be taken into consideration when reviewing proposals:

1) Capacity and capability to carry out the project, including financial capacity and capability.
2) Experience in completing affordable multifamily housing projects.
3) Leverage.
4) Site control.
5) Compatibility with the City of Bradenton Comprehensive Plan.
6) Neighborhood compatibility.
7) Creation of a mixed-income community.
8) Access to public transportation and walkability- proximity to shopping, schools, amenities.
9) Attractiveness of design.
10) ADA compliance and the use of universal design features.
11) Use of green building techniques.
12) Developerfee.

h. Additional Information: If the property is transferred to another entity prior to the end of the affordability period, the mortgage may be assumed, provided the new owner(s) continue making the

units affordable. Any sale of units assisted under this strategy with a remaining mortgage balance must give a first right of refusal to eligible nonprofit organizations at the current market value for continued occupancy by eligible persons in accordance with Section 420.9075 (4) F. S.

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

annually by SHIP program staff. In the case of developments that the Florida Housing Finance Corporation or U.S. Department of Housing and Urban Development monitor, the SHIP program staff will rely on this monitoring for determination of rent and tenant eligibility.

F. Disaster Assistance	Code: 5, 16

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

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

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

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

d. Maximum award: $15,000

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

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

g. Sponsor Selection Criteria: N/A

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

G. Emergency Repair Strategy	Code: 6

a. Summary: These repairs are for smaller items that do not call for a major rehab. These could be roof repairs, termite treatments or window replacements. The expenses are not great but preserve affordable homes.

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

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

d. Maximum award: $15,000

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

f. Recipient/Tenant Selection Criteria: Recipients will be selected based on their

eligibility on a first-qualified, first. served basis and the priorities described in Section l, Paragraph l,

g. Sponsor Selection Criteria: N/A

h. Additional Information:

H. Foreclosure Prevention Strategy	Code: 7

a. Summary: This strategy will help those having trouble making their mortgage payments through no fault of their own. The assistance will be available to homeowners in need from 3 to six months. They must be able to show that they will be able to maintain their mortgage following assistance. Financial counseling will be a stipulation to receive funds.

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

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

d. Maximum award: $10,000

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

f. Recipient/Tenant Selection Criteria: Must meet income requirements and be struggling to keep their mortgage current. Property will be in the City of Bradenton boundaries.

g. Sponsor Selection Criteria: N/A

h. Additional Information:

I. Strategy Name: Barrier Removal	Code: 3

a. Summary: This activity will provide up to $20,000 as a grant to modify a home to make it more accessible for a household member with mobility issues. Applicants are not required to be special needs persons. This strategy can be used in combination with other strategies, such as Housing Rehabilitation Assistance or Emergency Repair.

b. Fiscal Years Covered: 2023-24, 2024-25, 2025-26

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

d. Maximum award: $20,000

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

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

g. Sponsor Selection Criteria: N/A

h. Additional Information: None

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

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

b. Fiscal Years Covered: 2023-24, 2024-25, 2025-26

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

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

e. Terms:
1. Repayment loan/deferred loan/grant:
   Developer: Deferred, repayable after 2 years or when the property is sold to a homebuyer, whichever occurs first.
   Homebuyer: Repayable loan with a term of up to 20 years, depending on the amount awarded and the homebuyer's ability to repay the loan.
2. Interest Rate: 0%
3. Years in loan term:
   Developer: Up to 2 years
   Homebuyer: Up to 20 years
4. Forgiveness:
   Developer: Loan is not forgivable.

Homebuyer: Any unpaid balance will be forgiven at the end of the 20-year term, provided the loan is in good standing. "Good standing" means that the loan is not delinquent (no more than 10 payments that are over 15 days late over the life of the loan or in default at that time).

5. Repayment:
   Developer: Loan will be repaid in full at the time the property is sold to a homebuyer
   Homebuyer: The minimum monthly payment is $50. Payments are based upon a total debt to income ratio, which is calculated as (first mortgage + long term debt + COB SHIP loan/gross monthly income). These terms are defined below:
   - First mortgage: Principal, interest, insurance, and taxes.
   - Long-term debt: Any debt with 12 or more payments remaining.
   - COB loan: City purchase assistance loan calculated monthly payment.
   - Gross monthly income: Monthly income before deductions.

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

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

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

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

h. Additional Information: Eligible properties will be located in the Bradenton city limits. In the case of properties assisted with purchase assistance, should the homebuyer default on their first mortgage while the City has an active lien on the property, the City will provide the firm handling the foreclosure with a

payoff amount, If the property is sold and there are insufficient funds left from covering the first mortgage costs to cover the City's payoff, the lien will be written off as a loss.

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

K. Sewer Main Line Repair/Replacement Strategy	Code: 3

a.	Summary: This strategy will replace a homeowner's sewer main line, from the house to the street.

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

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

d. Maximum award: $15,000

e. Terms:
7. Repayment loan/deferred loan/grant: Grant
8. Interest Rate: N/A
9. Years in loan term: N/A
10. Forgiveness: N/A
11. Repayment: N/A
12. Default: N/A

f. Recipient/Tenant Selection Criteria: Recipients will be selected based on their eligibility on a first-qualified, first. served basis and the priorities described in Section l, Paragraph l of this LHAP being met first.

g. Sponsor Selection Criteria: N/A

h. Additional Information: None

III. LHAP Incentive Strategies

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

A. Name of the Strategy: **Expedited Permitting**

Permits as defined in s. 163.3177 (6) (f) (3) for affordable housing projects are expedited to a greater degree than other projects

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

Policy: The Planning and Community Development Department will expedite permits for all affordable housing projects, through the Planned Development Permit, in keeping with Goals Objectives, and Policies of the Housing Element of the City's Comprehensive Plan (Goal #1, Objective and Policy #6). The Planned Development Permit and its attendant process, is a discrete, identified part of the City's Land Development Regulations (LDRs) - the implementing ordinances (laws) by which land development projects are reviewed. Through this process affordable housing projects or projects with an affordable housing component receive a "fast track", unified review and are scheduled for the first available Planning Commission and City Council hearings.

B. Name of the Strategy**: Ongoing Review Process**

An ongoing process for review of local policies, ordinances, regulations and plan provisions that increase the cost of housing prior to their adoption.

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

Policy: The Planning and Community Development Department will, on an on-going basis, review all housing review procedures to ensure a streamlined process for Planned Development Permits in accordance with the Housing Element of the City of Bradenton's Comprehensive Plan (Goal #2, Objective #2, Policy #6). Each year the City of Bradenton, in conjunction with the Affordable Housing Advisory Committee, will evaluate the process for permitting affordable housing and determine if there are process issues as they pertain to affordable housing. The City and the Affordable Housing Advisory Committee will recommend changes, if any are needed, to the City of Bradenton City Council for action.

C. Other Incentive Strategies Adopted:

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

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

3. The allowance of affordable accessory residential units in residential zoning districts: The City’s zoning ordinance currently allows for accessory residential units in the "Village of the

Arts" overlay district and is considering extending these uses to residential properties in the "Urban Village" land use designation.

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

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

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

7. The Affordable Housing Advisory Committee recommends changing the form-based code to allow for more generous parking requirements.

MODIFICATION OF PARKING REQUIREMENTS

Meeting Synopsis: The city has this as an initiative. Furthermore, areas of the city covered by form-based code allow for more generous parking requirements.
Existing Strategy: The city allows for parking reductions as incentives for the production of affordable housing.
AHAC Recommendation: The committee recommends the City re-evaluate current parking space allotment. Perhaps more than one space per household is needed.
Implementation:. Changes will need to be discussed when the form-based code is evaluated.

8. **MODIFICATION OF SETBACK REQUIREMENTS**

Meeting Synopsis: The city has this as an incentive. Further, areas of the city covered by form-based code allow for more generous setback requirements.
Existing Strategy: The city allows for setback reductions as incentives for the production of affordable housing.
AHAC Recommendation: Use setback reductions as an incentive for the production of affordable housing. Develop a formal process for applying this incentive.
Implementation: The strategy was implemented in 7/06. Form-based code requirements were adopted in 6/11.

9. **MODIFICATION OF STREET REQUIREMENTS**

Meeting Synopsis: The city does not apply street requirements unless there is already a street at the site. If the developer is required to meet street requirements, these can be offset with impact fee credits.
Existing Strategy: Use impact fee relief to offset the cost of street requirements for the developer of affordable housing.
AHAC Recommendation: Adopt the modification of street requirements as an incentive for developing affordable housing. Define the incentive in quantifiable terms and develop a process for applying the incentive to affordable housing projects.

Implementation: Under consideration.

10. **PUBLIC LAND INVENTORY**

Meeting Synopsis: The city has an inventory of land it owns and is in the process of updating this inventory.
Existing Strategy: The city has an inventory of land it owns.
AHAC Recommendation: Evaluate this inventory to determine if there are any parcels suitable for affordable housing development.
Implementation: Completed 4/21.

ADDITIONAL RECOMMENDATIONS

AFFORDABLE GREEN BUILDING

Green Building provides a healthier environment for life on our planet.
Meeting Synopsis: The city encourages the use of energy efficient and environmental concepts for home building.
Existing Strategy: The city encourages the use of energy efficient and environmental concepts for home building, including affordable housing.
AHAC Recommendation: Continue to encourage the use of energy efficient and environmental concepts for home building, including affordable housing. The use of green building techniques could be encouraged through other incentives.
Implementation: 9/09

INCLUSIONARY ZONING

Inclusionary Zoning assists in the preparation of mixed-use environments with multiple housing types and income levels. By linking the production of affordable housing to private market development, inclusionary zoning expands the supply of affordable housing while dispersing affordable units through the municipality.
Meeting Synopsis: The city does not have any regulations regarding inclusionary zoning, but has considered it.
Existing Strategy: None.
AHAC Recommendation: Consider using inclusionary zoning as a method of ensuring a supply of affordable housing.
Implementation: Under consideration

WAIVER OF REINSPECTION FEES ON AFFORDABLE HOUSING PROJECTS

Meeting Synopsis: The city does not have this in place, although it does charge for missed inspection, and these fees increase as the number of reinspections for a single work item increase.
Existing Strategy: None.
AHAC Recommendation: Consider waiving fees for missed inspections for affordable housing developments
Implementation: Proposed this year by the Affordable Housing Advisory Committee

IMPACT STATEMENT

Meeting Synopsis: The AHAC does not have an Impact Statement, but is recommending one to be included in this year's strategies..
Existing Strategy: None.
AHAC Recommendation: The City will require that two trees be planted in the yard of every new home. The estimated expense is $500 per new construction.

Implementation: Work with Planning on changing the form-based code.

IV. EXHIBITS:

Required

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

B. Timeline for Estimated Encumbrance and Expenditure.

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

D. Signed LHAP Certification.

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

Optional

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

G. Interlocal Agreement (Required if applicable).

H. Other Documents Incorporated by Reference.

City of Bradenton

Fiscal Year: 2023-2024		
Estimated SHIP Funds for Fiscal Year:	$	652,969.00
Salaries and Benefits	$	60,000.00
Office Supplies and Equipment	$	500.00
Travel Per diem Workshops, etc.	$	1,200.00
Advertising	$	3,500.00
Other*	$	
Total	$	65,200.00
Admin %		9.99%
		OK
Fiscal Year 2024-2025		
Estimated SHIP Funds for Fiscal Year:	$	652,969.00
Salaries and Benefits	$	60,000.00
Office Supplies and Equipment	$	500.00
Travel Per diem Workshops, etc.	$	1,200.00
Advertising	$	3,500.00
Other*	$	
Total	$	65,200.00
Admin %		9.99%
		OK
Fiscal Year 2025-2026		
Estimated SHIP Funds for Fiscal Year:	$	652,969.00
Salaries and Benefits	$	60,000.00
Office Supplies and Equipment	$	500.00
Travel Per diem Workshops, etc.	$	1,200.00
Advertising	$	3,500.00
Other*	$	
Total	$	65,200.00
Admin %		9.99%
		OK

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

Details:

Exhibit B
Timeline for SHIP Expenditures

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

Fiscal Year	Encumbered	Expended	Interim Report	Closeout Report
2023-2024	6/30/2025	6/30/2026	9/15/2025	9/15/2026
2024-2025	6/30/2026	6/30/2027	9/15/2026	9/15/2027
2025-2026	6/30/2027	6/30/2028	9/15/2027	9/15/2028

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

Fiscal Year	Funds Not Expended	Closeout AR Not Submitted
2023-2024	3/30/2026	6/15/2026
2024-2025	3/30/2027	6/15/2027
2025-2026	3/30/2028	6/15/2028

Requests for Expenditure Extensions (close-out year ONLY) must be received by FHFC by June 15 of the year in which funds are required to be expended. The extension request shall be emailed to robert.dearduff@floridahousing.org and cameka.gardner@floridahousing.org and include:

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

Note: an extension to the expenditure deadline (June 30) does not relieve the requirement to submit (September 15) the annual report online detailing all funds that have been expended. Please email cameka.gardner@floridahousing.org when you are ready to "submit" the AR.

Other Key Deadlines:

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

FLORIDA HOUSING FINANCE CORPORATION

HOUSING DELIVERY GOALS CHART

2023-2024

Name of Local Government:	**City of Bradenton**
Estimated Funds (Anticipated allocation only):	**$ 652,969**

Code	Strategies Homeownership	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
2	Purchase Assistance without Rehab	Yes	0	$20,000	0	$20,000	0	$20,000	$0.00	$0.00	$0.00	0
3	Owner Occupied Rehabilitation	Yes	3	$60,000	3	$50,000	1	$32,769	$362,769.00	$0.00	$362,769.00	7
4	Demolition/Reconstruction	Yes	0	$150,000	0	$150,000	0	$150,000	$0.00	$0.00	$0.00	0
5	Disaster Assistance	Yes	0	$15,000	0	$15,000	0	$15,000	$0.00	$0.00	$0.00	0
6	Emergency Repair	Yes	2	$8,000	1	$10,000	0	$10,000	$26,000.00	$0.00	$26,000.00	3
7	Foreclosure Prevention	Yes	2	$8,000	1	$4,000	0	$10,000	$20,000.00	$0.00	$20,000.00	3
3	Owner Occupied Rehabilitation	Yes	2	$20,000	2	$20,000	0	$0	$80,000.00	$0.00	$80,000.00	4
10	New Construction	Yes	0	$250,000	0	$250,000	0	$250,000	$0.00	$0.00	$0.00	0
3	Sewer Main Line Repair/Replacement	Yes	2	$15,000	2	$15,000	1	$15,000	$75,000.00	$0.00	$75,000.00	5
									$0.00	$0.00	$0.00	0
	Total Homeownership		9		7		1		$563,769.00	$0.00	$563,769.00	22
Purchase Price Limits:			New	$ 349,526	Existing	$ 349,527						
			OK		OK							

Code	Rental	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
13	Rental Assistance (Tenant)	No	4	$3,000	4	$3,000	0	3000	$0.00	$24,000.00	$24,000.00	8
21	New Construction	No	0	$150,000	0	$150,000	0	150000	$0.00	$0.00	$0.00	0
27	Relocation Assistance-Mobile Home Park Residents	No	0	$10,000	0	$10,000	0	10000	$0.00	$0.00	$0.00	0
28	Lot Rental Assistance-Mobile Home Owners	No	0	$5,000	0	$5,000	0	5000	$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Rental		4		4		0		$0.00	$24,000.00	$24,000.00	8
	Administration Fees		$ 65,200		10%		OK					
	Home Ownership Counseling		$ -									
	Total All Funds		**$ 652,969**	OK								

Set-Asides

Percentage Construction/Rehab (75% requirement)		86.3%	OK
Homeownership % (65% requirement)		86.3%	OK
Rental Restriction (25%)		3.7%	OK
Very-Low Income (30% requirement)		$ 264,000 40.4%	OK
Low Income (30% requirement)		$ 204,000 31.2%	OK
Moderate Income		$ 32,769 5.0%	

FLORIDA HOUSING FINANCE CORPORATION

HOUSING DELIVERY GOALS CHART

2024-2025

Name of Local Government: City of Bradenton

Estimated Funds (Anticipated allocation only): $ 652,969

Code	Strategies Homeownership	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
2	Purchase Assistance	No	0	$20,000	2	$20,000	0	$20,000	$0.00	$40,000.00	$40,000.00	2
3	Owner-Occupied Rehabilitation	Yes	3	$62,000	1	$70,000	0	$40,000	$256,000.00	$0.00	$256,000.00	4
4	Demolition/Reconstruction	Yes	0	$150,000	0	$150,000	0	$150,000	$0.00	$0.00	$0.00	0
5	Disaster Assiatnce	Yes	0	$15,000	0	$15,000	0	$15,000	$0.00	$0.00	$0.00	0
6	Emergency Repair	Yes	2	$4,000	3	$3,000	0	$7,500	$17,000.00	$0.00	$17,000.00	5
7	Foreclosure Prevention	No	2	$5,500	3	$5,000	0	$10,000	$0.00	$26,000.00	$26,000.00	5
3	Owner-Occupied Rehabilitation(Barrier Free)	Yes	3	$20,000	1	$20,000	0	$20,000	$80,000.00	$0.00	$80,000.00	4
10	New Construction	Yes	0	$250,000	0	$250,000	0	$250,000	$0.00	$0.00	$0.00	0
3	Sewer Main Line Repair/Replacement	Yes	6	$15,000	3	$15,000	1	$15,000	$150,000.00	$0.00	$150,000.00	10
									$0.00	$0.00	$0.00	0
	Total Homeownership		10		10		0		$503,000.00	$66,000.00	$569,000.00	30
	Purchase Price Limits:		New	$ 349,526	Existing	$ 349,527						
			OK		OK							

Code	Rental	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
13	Rental Assistance (Tenant)	No	4	$3,000	3	$3,000	0	3000	$0.00	$21,000.00	$21,000.00	7
21	New Construction-Rental	Yes	0	$150,000	0	$150,000	0	150000	$0.00	$0.00	$0.00	0
28	Relocation Assistance-Mobile Home Park Residents	No	0	$10,000	0	$10,000	0	10000	$0.00	$0.00	$0.00	0
29	Lot Rental Assistance-Mobile Home Owners	No	0	$5,000	0	$5,000	0	5000	$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Rental		4		3		0		$0.00	$21,000.00	$21,000.00	7
	Administration Fees		$	62,500	10%		OK					
	Home Ownership Counseling		$	-								
	Total All Funds		$	652,500	OK							

Set-Asides

Percentage Construction/Rehab (75% requirement)		77.0%	OK
Homeownership % (65% requirement)		87.1%	OK
Rental Restriction (25%)		3.2%	OK
Very-Low Income (30% requirement)		$ 277,000	42.4% OK
Low Income (30% requirement)		$ 154,000	23.6% OK
Moderate Income		$ -	0.0%

FLORIDA HOUSING FINANCE CORPORATION

HOUSING DELIVERY GOALS CHART

2025-2026

Name of Local Government: City of Bradenton

Estimated Funds (Anticipated allocation only): $ 652,969

Code	Strategies Homeownership	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
2	Purchase Assistance	No	0	$20,000	2	$20,000	1	$6,000	$0.00	$46,000.00	$46,000.00	3
3	Owner-Occupied Rehabilitation	Yes	3	$35,000	2	$25,000	1	$25,000	$180,000.00	$0.00	$180,000.00	6
4	Demolition/Reconstruction	Yes	0	$150,000	0	$79,800	0	$150,000	$0.00	$0.00	$0.00	0
5	Disaster Assistance	Yes	3	$4,000	2	$3,500	1	$20,000	$39,000.00	$0.00	$39,000.00	6
6	Emergency Repair	Yes	2	$5,000	3	$3,500	0	$10,000	$20,500.00	$0.00	$20,500.00	5
7	Foreclosure Prevention	No	1	$9,469	4	$6,000	1	$10,000	$0.00	$43,469.00	$43,469.00	6
3	Owner-Occupied Rehabilitation (Barrier Free)	Yes	1	$20,000	1	$20,000	0	$20,000	$40,000.00	$0.00	$40,000.00	2
10	New Construction	Yes	0	$250,000	0	$250,000	0	$250,000	$0.00	$0.00	$0.00	0
3	Sewer Main Line Repair/Replacement	Yes	2	$15,000	2	$15,000	0	$15,000	$60,000.00	$0.00	$60,000.00	4
									$0.00	$0.00	$0.00	0
	Total Homeownership		10		14		4		$339,500.00	$89,469.00	$428,969.00	32
Purchase Price Limits:			New	$ 349,526	Existing	$ 349,527						
				OK		OK						

Code	Rental	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
13	Rental Assisatnce (Tenant)	No	1	$3,000	1	$2,500	0	3000	$0.00	$5,500.00	$5,500.00	2
21	New Construction (Rental)	Yes	2	$78,000	0	$150,000	0	150000	$156,000.00	$0.00	$156,000.00	2
28	Relocation Assistance-Mobile Home Park Residents	No	0	$10,000	0	$10,000	0	10000	$0.00	$0.00	$0.00	0
29	Lot Rental Assistance-Mobile Home Owenrs	No	0	$5,000	0	$5,000	0	5000	$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Rental		3		1		0		$156,000.00	$5,500.00	$161,500.00	4
	Administration Fees		$ 62,500		10%		OK					
	Home Ownership Counseling		$ -									
	Total All Funds		$ 652,969	OK								

Set-Asides

Percentage Construction/Rehab (75% requirement)		75.9%	OK
Homeownership % (65% requirement)		65.7%	OK
Rental Restriction (25%)		24.7%	OK
Very-Low Income (30% requirement)		$ 315,469	48.3% OK
Low Income (30% requirement)		$ 151,500	23.2% OK
Moderate Income		$ 61,000	9.3%

Exhibit D
67-37.005(1), F.A.C.
2023

CERTIFICATION TO
FLORIDA HOUSING FINANCE CORPORATION

Local Government or Interlocal Entity: City of Bradenton

Certifies that:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Witness

Chief Elected Official or designee

Witness

Gene Brown, Mayor
Type Name and Title

Date

OR

2

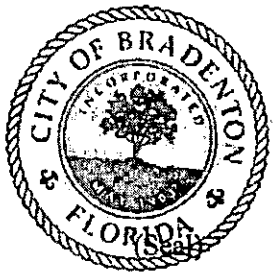


Exhibit D
67-37.005(1), F.A.C.
2023

Attest: Tamara Melton
City Clerk

AGENDA ITEM NO. 6.d

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: July 22, 2026

SUBMITTED BY: Vicki White, Administrative Services

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 26-59 - Amended SHIP 2026-2029 Local Housing Assistance Plan (LHAP)

SUGGESTED ACTION: Approve the Amended SHIP 2026-2029 Local Housing Assistance Plan

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The 2026-2029 SHIP LHAP is being amended for the following reasons:
1. To add Sewer Main Line Repair/Replacement as a standalone strategy with a maximum grant amount of $15,000.
2. To add a Mobile Home strategy per SB 594, which was passed during the Florida 2026 legislative session.
3. To increase the grant threshold for the Emergency Repair Strategy from $10,000 to $15,000 in response to increased material and labor costs.

FINANCIAL IMPACT:
None, as the City receives SHIP funding from the state.

ATTORNEY REVIEW/RECOMMENDATION:
The Amended SHIP 2026-2029 LHAP and resolution were reviewed by the City Attorney.

SUGGESTED MOTION:
Motion to approve resolution 26-59.

ATTACHMENTS:

Resolution 26-59

CITY OF BRADENTON
RESOLUTION NUMBER 26-59

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON FLORIDA AMENDING THE 2026-2029 LOCAL HOUSING ASSISTANCE PLAN TO ADD SEWER MAIN LINE REPAIR/REPLACEMENT AND MANUFACTURED HOUSING (MOBILE HOMES) STRATEGIES, AND TO INCREASE FUNDING FOR EMERGENCY REPAIR STRATEGIES; AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTS AND CERTIFICATIONS NEEDED BY THE STATE; AUTHORIZING THE SUBMISSION OF THE AMENDED 2026-2029 LOCAL HOUSING ASSISTANCE PLAN FOR REVIEW AND APPROVAL BY THE FLORIDA HOUSING FINANCE CORPORATION; PROVIDING FOR CONFLICTS; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, the State Housing Initiatives Partnership (SHIP) Act, ss. 420.907-420.9089, Florida Statutes (2025), and Chapter 67-37, Florida Administrative Code, requires local governments to develop a one- to three-year Local Housing Assistance Plan outlining how funds will be used; and

WHEREAS, the City wishes to amend its 2026-2029 Local Housing Assistance Plan to add Sewer Main Line Repair/Replacement and Manufactured Housing (Mobile Homes) strategies to preserve its affordable housing stock and assist residents affected by the closure of mobile home parks in the City, and to increase funding for Emergency Repair strategies (the "Amendments"); and

WHEREAS, the Amendments are permitted under SHIP program regulations and such Amendments will allow the City to better serve its residents; and

WHEREAS, the City Council finds that it is in the best interest of the public for the City of Bradenton to submit the amended 2026-2029 Local Housing Assistance Plan for approval by the Florida Housing Finance Corporation.

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

Section 1: The City Council hereby approves the amended 2026-2029 Local Housing Assistance Plan, as attached hereto and incorporated herein as Exhibit "A", for submission to the Florida Housing Finance Corporation as required by ss. 420.907 - 420.9089, Florida Statutes, and Chapter 67-37, Florida Administrative Code.

Section 2: The Mayor is hereby designated and authorized to execute any documents and certifications required by the Florida Housing Finance Corporation as related to the amended 2026-2029 Local Housing Assistance Plan, and to do all things necessary and proper to carry out the terms and conditions of said program.

Section 3: This Resolution shall repeal and replace all prior resolutions in conflict herewith to the extent of such conflict.

Section 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 22nd DAY OF JULY 2026.

ATTEST:

_____
Tamara Melton, City Clerk

_____
Gene Brown, Mayor

APPROVED AS TO FORM:

_____
Scott Rudacille, City Attorney

City of Bradenton

SHIP LOCAL HOUSING ASSISTANCE PLAN (LHAP)

2026-2027, 2027-2028, 2028-2029

AMENDED 7/22/26

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

I. Program Details:

A. LG(s)

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

B. Purpose of the program:

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

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

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

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

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

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

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

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

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

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

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

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

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

The methodology used is:

U.S. Treasury Department	X
Local HFA Numbers	

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

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

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

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

nonprofit organizations for purchase at the current market value for continued occupancy by eligible persons.

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

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

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

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

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

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

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

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

U. Describe efforts to incorporate Green Building and Energy Saving products and processes: The City will work to ensure that projects involving SHIP dollars will incorporate green building and energy saving products and process to the greatest extent possible. The Housing Rehabilitation, Housing Reconstruction, and Multifamily Rental Construction strategies will be most affected by the incorporation of these items. While the following items will be included in these projects, the city will not limit its green building and energy saving activities to these items alone:

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

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

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

Section II. LHAP Strategies:

A. Strategy Name: Purchase Assistance	Code: 2

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

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

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

d. Maximum award: $50,000

e. Terms:
1. Repayment loan/deferred loan/grant: loan secured by a note and mortgage.
2. Interest Rate: 0%

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

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

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

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

g. Sponsor Selection Criteria: N/A

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

Eligible properties will be located in the Bradenton city limits. These properties may be single-family homes, duplexes, condominiums, townhomes, or manufactured homes attached to a permanent foundation. Manufactured homes must be constructed after June 1994 and manufactured in accordance with the wind zone standards where the home is located. The manufactured home must also be installed in accordance with the installation standards for mobile or manufactured homes contained in 15C-1, F.A.C. When rehabilitating a manufactured home, the customer must own the land on which the home is situated.

B. **Strategy Name: Owner Occupied Rehabilitation**	Code: 3

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

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

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

d. Maximum award: $75,000

e. Terms:

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

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

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

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

   For repayable loans, the payments may be adjusted downward or eliminated completely - if necessary - to meet the maximum 42% total debt to income ratio, should there be a decrease in income. This

change in monthly payments will be effective for six months. At the end of the six-month period, payments will revert to the original amount unless the customer requests an additional six-month deferral.

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

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

g. Sponsor Selection Criteria: N/A

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

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

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

C. Strategy Name: Barrier Removal	Code: 3

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

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

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

d. Maximum award: $20,000

e. Terms:

1. Repayment loan/deferred loan/grant: Grant
2. Interest Rate: N/A
3. Years in loan term: N/A

4. Forgiveness: N/A
5. Repayment: N/A
6. Default: N/A

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

g. Sponsor Selection Criteria: N/A

h. Additional Information: None

D. Strategy Name: Emergency Repair	Code: 6

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

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

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

d. Maximum award: $15,000

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

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

g. Sponsor Selection Criteria: N/A

h. Additional Information: None

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

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

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

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

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

e. Terms:

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

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

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

Upon the death of the homeowner, an heir may assume the loan. However, the property must be transferred into the heir's name and it must continue to be homesteaded. Otherwise, the loan will be in default.

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

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

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

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

F. Strategy Name: Foreclosure Prevention	Code: 7

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

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

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

d. Maximum award: $10,000

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

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

g. Sponsor Selection Criteria: N/A

h. Additional Information:

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

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

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

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

d. Maximum award: $10,000

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

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

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

HMIS.

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

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

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

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

a. Summary: This strategy is designed to provide nonprofit and for-profit developers with deferred loans for the production of affordable multifamily rental units within the City. Funds may be used for the acquisition, rehabilitation of multifamily units, including duplexes, transitional/group home housing, or the housing portion of a mixed-use facility. The funds may be used for infrastructure costs as well as the costs of acquiring, rehabilitating, or constructing the units on a pro rata basis. The funds may be used as a match for other state and federal housing programs, such as HOME or SAIL.

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

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

d. Maximum award: $150,000 per development

e. Terms:

1. Repayment loan/deferred loan/grant: deferred loan, secured with a Land Use Restriction Agreement (LURA) and mortgage, both of which will be recorded.
2. Interest Rate: 0%
3. Years in loan term: 15
4. Forgiveness: The deferred loan will be forgiven at the end of the 15-year term, provided the developer abides by the terms of the mortgage and LURA.
5. Repayment: Repayment will not be required as long as the developer abides by the term of the mortgage and LURA.
6. Default: If the developer fails to begin construction within six months of receiving funding, they will be in default. If the project is not completed within two years the developer will repay any unused funds, and if they have spent a portion of the funds awarded, the developer will still be required to comply with the eligibility period and monitoring requirements. The developer may request an

extension of up to one additional year if the delay is due to circumstances beyond their control. Circumstances beyond their control can include, but are not limited to: weather, difficulty obtaining building materials, and unexpected site findings. The decision to extend the contract will be solely at the city's discretion and will be made after a review of the circumstances surrounding the delay.

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

g. Sponsor Selection Criteria: Applications from project sponsors (or developers) will be reviewed on an ongoing basis, pending funding received. The following factors will be taken into consideration when reviewing proposals:

1) Capacity and capability to carry out the project, including financial capacity and capability.
2) Experience in completing affordable multifamily housing projects.
3) Leverage.
4) Site control.
5) Compatibility with the City of Bradenton Comprehensive Plan.
6) Neighborhood compatibility.
7) Creation of a mixed-income community.
8) Access to public transportation and walkability- proximity to shopping, schools, amenities.
9) Attractiveness of design.
10) ADA compliance and the use of universal design features.
11) Use of green building techniques.
12) Developer fee.

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

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

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

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

i) purchase of emergency supplies for eligible households to weatherproof damaged homes;
ii) interim repairs to avoid further damage; tree and debris removal required to make the individual housing unit habitable;
iii) construction of wells or repair of existing wells where public water is not available;

iv) payment of insurance deductibles for rehabilitation of homes covered under homeowners' insurance policies;
v) security deposit for eligible recipients that have been displaced from their homes due to disaster;
vi) rental assistance for eligible recipients that have been displaced from their homes due to disaster;
vii) Strategies included in the approved LHAP that benefit applicants directly affected by the declared disaster;
viii) mortgage assistance for those who may have lost their employment due to disaster;
ix) assistance with utilities;
x) aid those who may have to travel out of state to find housing or live with family or friends
xi) Other activities as proposed by the counties and eligible municipalities and approved by Florida Housing.

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

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

d. Maximum award: $15,000

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

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

g. Sponsor Selection Criteria: N/A

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

J. Sewer Main Line Repair/Replacement Strategy	Code: 3

a. Summary: This strategy will replace a homeowner's sewer main line, from the house to the street.

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

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

d. Maximum award: $15,000

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

4. Forgiveness: N/A
5. Repayment: N/A
6. Default: N/A

f. Recipient/Tenant Selection Criteria: Recipients will be selected based on their eligibility on a first-qualified, first. served basis and the priorities described in Section l, Paragraph l of this LHAP being met first.

g. Sponsor Selection Criteria: N/A

h. Additional Information: N/A

K.	**Manufactured Housing (Mobile Homes**)	Code: 3, 28, 29

a. Summary: The manufactured housing strategy may provide funds for:
   1. Relocation assistance for owners/tenants who have been evicted due to closure of a mobile home park in accordance with 723.003, F.S. (code 28)
   2. Lot rent assistance to owners of manufactured housing/mobile homes not to exceed six months (code 29)
   3. Rehabilitation/emergency repairs (code 3)

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

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

d. Maximum award: $10,000 (relocation assistance)
$5,000 (lot rental assistance)
$15,000 (rehab/emergency repairs)

e. Terms:
   1. Repayment loan/deferred loan/grant: For relocation assistance and lot rent assistance, the funds are awarded as a grant. For rehab/emergency repairs the loan is secured by a note and mortgage/lien.
   2. Interest Rate: 0%N/A
   3. Years in loan term: N/A for relocation assistance and lot assistance, 10 years for rehab/emergency repairs
   4. Forgiveness: N/A for relocation assistance and lot assistance, forgiven at the end of the term for rehab/emergency repairs.
   5. Repayment: N/A for relocation assistance and lot assistance. None required for rehab/emergency repairs as long as loan is in good standing.
   6. Default: N/A for relocation assistance and lot assistance. For rehab/emergency repairs, the loan will be determined to be in default if any of the following occurs during the Loan term: sale, transfer, or conveyance of property; conversion to a rental property; loss of homestead exemption status; or failure to occupy the home as primary residence. If any of these occur, the outstanding balance will be due and payable.

      In cases where the qualifying homeowner(s) die(s) during the loan term, the loan may be

assumed by a SHIP eligible heir who will occupy the home as a primary residence. If the legal heir is not SHIP eligible or chooses not to occupy the home, the outstanding balance of the loan will be due and payable.

If the home is foreclosed on by a superior mortgage holder, the county will make an effort to recapture funds through the legal process if it is determined that adequate funds may be available to justify pursuing a repayment.

f. Recipient/Tenant Selection Criteria: Applicants will be assisted on a first-qualified, first-served basis with priorities detailed in Section I.I being met first.

g. Sponsor Selection Criteria: N/A

h. Additional Information: Manufactured housing constructed after June 1994 is eligible.

III. LHAP Incentive Strategies

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

A. Name of the Strategy: **Expedited Permitting**

Permits as defined in s. 163.3177 (6) (f) (3) for affordable housing projects are expedited to a greater degree than other projects.

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

B. Name of the Strategy: **Ongoing Review Process**

An ongoing process for review of local policies, ordinances, regulations and plan provisions that increase the cost of housing prior to their adoption.

C. Other Incentive Strategies Adopted:

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

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

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

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

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

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

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

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

IV. EXHIBITS:

Required

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

B. Timeline for Estimated Encumbrance and Expenditure.

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

D. Signed LHAP Certification.

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

Optional

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

G. Interlocal Agreement (Required if applicable).

H. Other Documents Incorporated by Reference.

(Local Government name)		

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

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

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

Exhibit B
Timeline for SHIP Expenditures

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

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

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

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

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

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

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

Other Key Deadlines:

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

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

FLORIDA HOUSING FINANCE CORPORATION

HOUSING DELIVERY GOALS CHART

2026-2027

Name of Local Government: City of Bradenton

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

Code	Strategies Homeownership	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
2	Purchase Assistance	Yes	0	$50,000	1	$50,000	0	$50,000	$50,000.00	$0.00	$50,000.00	1
3	Owner Occupied Rehabilitation	Yes	1	$75,000	1	$75,000	0	$75,000	$150,000.00	$0.00	$150,000.00	2
3	Barrier Removal	Yes	2	$20,000	2	$20,000	0	$0	$80,000.00	$0.00	$80,000.00	4
3	Emergency Repair	Yes	0	$15,000	1	$15,000	0	$10,000	$15,000.00	$0.00	$15,000.00	1
9, 10	Acquisition/Rehabilitation/New Construction-Homeownership	Yes	0	$250,000	0	$250,000	0	$250,000	$0.00	$0.00	$0.00	0
7	Foreclosure Prevention	Yes	0	$10,000	0	$10,000	0	$10,000	$0.00	$0.00	$0.00	0
5	Disaster Assistance	Yes	0	$15,000	0	$15,000	0	$15,000	$0.00	$0.00	$0.00	0
3	Sewer Main Line Repair/Replacement	Yes	3	$15,000	2	$15,000	0	$15,000	$75,000.00	$0.00	$75,000.00	5
3	Manufactured Housing Owners Rehabilitation/Emergency Repair	Yes	0	$15,000	0	$15,000	0	$15,000	$0.00	$0.00	$0.00	0
28	Lot Rental Assistance-Mobile Home Owners	No	0	$5,000	0	$5,000	0	$5,000	$0.00	$0.00	$0.00	0
	Total Homeownership		6		7		0		$370,000.00	$0.00	$370,000.00	13
Purchase Price Limits:			New	$ 544,233	Existing	$ 544,233						
			OK		OK							

Code	Rental	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
13, 23	Rental Assistance and Security and/or Utility Deposits	No	0	$10,000	0	$10,000	0	10000	$0.00	$0.00	$0.00	0
14, 20, 21	Multifamily Rental Construction	Yes	0	$10,000	0	$10,000	0	10000	$0.00	$0.00	$0.00	0
16	Diasaster Assistance	No	0	$15,000	0	$15,000	0	15000	$0.00	$0.00	$0.00	0
27	Relocation Assistance-Mobile Home Park Residents	No	0	$10,000	0	$10,000	0	10000	$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Rental		0		0		0		$0.00	$0.00	$0.00	0
	Administration Fees		$	40,189	10%		OK					
	Home Ownership Counseling		$	-								
	Total All Funds		$	410,189	This total is over the allocation and will require less than the maximum amount be awarded per applicant							

Set-Asides

Percentage Construction/Rehab (75% requirement)		92.1%	OK
Homeownership % (65% requirement)		92.1%	OK
Rental Restriction (25%)		0.0%	OK
Very-Low Income (30% requirement)		$ 160,000	39.8% OK
Low Income (30% requirement)		$ 210,000	52.3% OK
Moderate Income		$ -	0.0%

FLORIDA HOUSING FINANCE CORPORATION

HOUSING DELIVERY GOALS CHART

2027-2028

Name of Local Government:	City of Bradenton
Estimated Funds (Anticipated allocation only):	$ 401,887

Code	Strategies Homeownership	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
3	Purchase Assistance	No	0	$50,000	0	$50,000	0	$50,000	$0.00	$0.00	$0.00	0
3	Owner Occupied Rehabilitation	Yes	1	$75,000	0	$75,000	0	$75,000	$75,000.00	$0.00	$75,000.00	1
3	Barrier Removal	Yes	1	$20,000	0	$20,000	0	$0	$20,000.00	$0.00	$20,000.00	1
3	Emergency Repair	Yes	1	$15,000	0	$15,000	0	$15,000	$15,000.00	$0.00	$15,000.00	1
9, 10	Acquisition/Rehabilitation/New Construction-Homeownership	Yes	0	$250,000	0	$250,000	0	$250,000	$0.00	$0.00	$0.00	0
7	Foreclosure Prevention	No	0	$10,000	0	$10,000	0	$10,000	$0.00	$0.00	$0.00	0
5	Disaster Assistance	Yes	0	$15,000	0	$15,000	0	$15,000	$0.00	$0.00	$0.00	0
3	Sewer Main Line Repair/Replacement	Yes	5	$15,000	9	$15,000	3	$15,000	$255,000.00	$0.00	$255,000.00	17
3	Manufactured Housing Owners Rehabilitation/Emergency Repair	Yes	0	$15,000	0	$15,000	0	$15,000	$0.00	$0.00	$0.00	0
28	Lot Rental Assistance-Mobile Home Owners	No	0	$5,000	0	$5,000	0	$5,000	$0.00	$0.00	$0.00	0
	Total Homeownership		8		9		3		$365,000.00	$0.00	$365,000.00	20
Purchase Price Limits:			New	$ 544,233	Existing	$ 544,233						
			OK		OK							

Code	Rental	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
13, 23	Rental Assistance and Security and/or Utility Deposits	No	0	$10,000	0	$10,000	0	10000	$0.00	$0.00	$0.00	0
14, 20, 21	MItifamily Rental Construction	Yes	0	$150,000	0	$150,000	0	150000	$0.00	$0.00	$0.00	0
16	Diasaster Assistance	No	0	$15,000	0	$15,000	0	15000	$0.00	$0.00	$0.00	0
27	Relocation Assistance-Mobile Home Park Residents	No	0	$10,000	0	$10,000	0	10000	$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Rental		0		0		0		$0.00	$0.00	$0.00	0
	Administration Fees		$	40,188	10%		OK					
	Home Ownership Counseling		$	-								
	Total All Funds		$	405,188	This total is over the allocation and will require less than the maximum amount be awarded per applicant							

Set-Asides

Percentage Construction/Rehab (75% requirement)		90.8%	OK
Homeownership % (65% requirement)		90.8%	OK
Rental Restriction (25%)		0.0%	OK
Very-Low Income (30% requirement)		$ 185,000 46.0%	OK
Low Income (30% requirement)		$ 135,000 33.6%	OK
Moderate Income		$ 45,000 11.2%	

FLORIDA HOUSING FINANCE CORPORATION

HOUSING DELIVERY GOALS CHART

2028-2029

Name of Local Government: City of Bradenton

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

Code	Strategies Homeownership	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
2	Purchase Assistance	Yes	1	$50,000	0	$50,000	0	$50,000	$50,000.00	$0.00	$50,000.00	1
3	Owner Occupied Rehabilitation	Yes	2	$75,000	0	$75,000	0	$75,000	$150,000.00	$0.00	$150,000.00	2
3	Barrier Removal	Yes	2	$20,000	2	$20,000	0	$0	$80,000.00	$0.00	$80,000.00	4
3	Emergency Repair	Yes	2	$15,000	0	$15,000	0	$15,000	$30,000.00	$0.00	$30,000.00	2
9, 10	Acquisition/Rehabilitation/New Construction-Homeownership	Yes	0	$250,000	0	$250,000	0	$250,000	$0.00	$0.00	$0.00	0
7	Foreclosure Prevention	No	0	$10,000	0	$10,000	0	$10,000	$0.00	$0.00	$0.00	0
5	Disaster Assistance	Yes	0	$15,000	0	$15,000	0	$15,000	$0.00	$0.00	$0.00	0
3	Sewer Main Line Repair/Replacement	Yes	0	$15,000	3	$15,000	0	$15,000	$45,000.00	$0.00	$45,000.00	3
3	Manufactured Housing Owners Rehabilitation/Emergency Repair	Yes	0	$15,000	0	$15,000	0	$15,000	$0.00	$0.00	$0.00	0
28	Lot Rental Assistance-Mobile Home Owners	No	0	$5,000	0	$5,000	0	$5,000	$0.00	$0.00	$0.00	0
	Total Homeownership		7		5		0		$355,000.00	$0.00	$355,000.00	12
Purchase Price Limits:			New	$ 544,233	Existing	$ 544,233						
			OK		OK							

Code	Rental	Qualifies for 75% set-aside	VLI Units	Max. SHIP Award	LI Units	Max. SHIP Award	Mod Units	Max. SHIP Award	New Construction	Without Construction	Total	Units
13, 23	Rental Assistance and Security and/or Utility Deposits	No	0	$10,000	0	$10,000	0	10000	$0.00	$0.00	$0.00	0
14, 20, 21	Multifamily Rental Construction	Yes	0	$150,000	0	$150,000	0	150000	$0.00	$0.00	$0.00	0
16	Disaster Assistance	No	0	$15,000	0	$15,000	0	15000	$0.00	$0.00	$0.00	0
27	Relocation Assistance-Mobile Home Park Residents	No	0	$10,000	0	$10,000	0	10000	$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
									$0.00	$0.00	$0.00	0
	Total Rental		0		0		0		$0.00	$0.00	$0.00	0
	Administration Fees		$ 40,188		10%		OK					
	Home Ownership Counseling		$ -									
	Total All Funds		$ 395,188	OK								

Set-Asides

Percentage Construction/Rehab (75% requirement)		88.3%	OK
Homeownership % (65% requirement)		88.3%	OK
Rental Restriction (25%)		0.0%	OK
Very-Low Income (30% requirement)		$ 270,000	67.2% OK
Low Income (30% requirement)		$ 85,000	21.2% OK
Moderate Income		$ -	0.0%

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

CERTIFICATION TO
FLORIDA HOUSING FINANCE CORPORATION

Local Government or Interlocal Entity: City of Bradenton

Certifies that:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____ _____

Witness Chief Elected Official or designee

_____ _____

Witness Type Name and Title

_____

Date

OR

_____

Attest: (Seal)

AGENDA ITEM NO. 6.e

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: July 22, 2026

SUBMITTED BY: Dietra Barfield, Administrative Services

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 26-62 - State Housing Initiatives Partnership (SHIP) Housing Rehabilitation Loan

SUGGESTED ACTION: Approve the SHIP loan for $42,996.00 for 201 13th Avenue East, Bradenton, FL 34208. The bid submitted by Construction by Cadena, LLC for $42,996.00 was determined to be the most responsive bid.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
This loan will provide $42,996.00 in Housing Rehabilitation (SHIP) funding to rehabilitate single-family home located in Ward 5 at 201 13th Avenue East, Bradenton, FL 34208. The contractor bid submitted by Construction by Cadena, LLC, for $42,996.00 was determined to be the most responsive bid for this project.

As the homeowner resides within the Central Community Redevelopment Area (CRA), a CRA grant in the amount of $7,500.00 will be applied toward the cost of installing a metal roof and hurricane straps once the project is completed. This grant will reduce the total loan amount to $35,496.00.

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

ATTORNEY REVIEW/RECOMMENDATION:

Reviewed by City Attorney Scott Rudacille.

SUGGESTED MOTION:
Motion to approve Resolution 26-62.

ATTACHMENTS:
Resolution 26-62
Contractor Bids Received
Scope of work
Selection of Contractor

CITY OF BRADENTON
RESOLUTION NUMBER 26-62

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, APPROVING SHIP REHABILITATION LOAN FOR 201 13th AVENUE EAST BRADENTON, FL 34208 FOR $42,996.00; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, homeowner, **Diane McGee** (the "Owner"), was determined eligible to receive assistance with rehabilitation of her home located at **201 13th Avenue East, Bradenton, Florida 34208**; and

WHEREAS, the City awards funding for housing rehabilitation projects through an open, competitive bidding process, and the bid submitted by Construction by Cadena, LLC, for $42,996.00, was determined to be the most responsive bid.

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

1. The City of Bradenton hereby approves the Housing Rehabilitation loan in the amount of $42,996.00 to the Owner for the property located at 201 13th Avenue East, Bradenton, Florida 34208.

2. The City Housing and Community Development Manager is authorized, pursuant to Resolution 25-26 and Section 2-236 of the City Code, to execute the City of Bradenton Housing and Community Development Division Homeowner Agreement and related documents with the Owner, consistent with this Resolution.

3. This Resolution shall take effect immediately upon its adoption.

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 22ND DAY OF JULY 2026.

ATTEST:

Tamara Melton	Gene Brown
CITY CLERK	MAYOR

APPROVED AS TO FORM:

Scott Rudacille
CITY ATTORNEY

5621571v1

Contractor Bids Received

Date: July 6, 2026

Time: 2:00 p.m.

Project: Diane McGee

201 13th Ave E, Bradenton, FL 34208

Program: SHIP- Housing Rehabilitation Assistance

Contractor	**Proposal Budget**	Received by:	Date
Construction by Cadena	$42,996.00	Vicki White	7/6/2026
Ellis Enterprises	$52,753.20	Vicki White	7/6/2026
Pinnacle Group	$42,957.00	Vickie White	7/6/2026

Opened by:

Vicki White 7/6/2026

HCD Staff Date

WORK SPECIFICATIONS

Client: Diane McGee
Property: 201 13th Ave. E.
Bradenton, FL 34208
Telephone: (941)448-5486

Contact for Information:
VICKI WHITE
CITY OF BRADENTON

Total Bid:	0.00
Change Orders	0.00
Adjusted Bid:	0.00

Materials + Labor

1. GENERAL REQUIREMENT WORK WRITE UP

1.00 EACH

GENERAL REQUIREMENT WORK WRITE UP
01.0025 PERMITS AND LICENSES
Contractor shall provide all required sketches and/or drawings as required by the construction permitting authority having jurisdiction. Drawings need not be sealed. Contractor shall obtain, pay for and post on site all permits and licenses necessary to complete this project. Contractor and subcontractors must have current license required by the State, County and City.

01.0050 CODE COMPLIANCE
To comply with local and Florida Building Code.

01.0150 CONTRACTOR TO VERIFY MEASUREMENTS, SIZES & QUANTITIES
All measurements, sizes and quantities in this Work Write-Up are APPROXIMATE. The Contractor is responsible for verifying exact measurements, sizes and quantities prior to submitting a quote.

01.0225 GENERAL WARRANTY
Materials installed and work performed shall have a one year Contractor warranty from the date of final acceptance of the work by the Homeowner and Program Administrator. Refer to project Contract for specific requirements concerning warranty.

01.0250 SCHEDULING WORK
Contractor to schedule work between 8:00am and 6:00pm Monday through Friday. Requests to work before or after these hours and on weekends must be approved by the Homeowner. Work requiring a Compliance Inspection by the Program Administrator can ONLY be performed between 8:00am and 5:00pm Monday through Friday. The Contractor is responsible for scheduling and coordinating subcontractor work.

01.0275 COMPLIANCE INSPECTIONS
Contractor to call Program Administrator for inspection of all work that will be concealed from view following completion of work on that item. For example, these inspections frequently include, but are not limited to, 1) inspection of footings, 2) inspection of roof sheathing prior to installation of new felt and shingles and 3) inspection of repaired floors prior to installation of new sub-floor, underlayment and floor coverings. Check each spec to see if a Compliance Inspection is required.

Materials + Labor

Work that has been concealed without a Compliance Inspection may result in payment delays or denials!

01.0325 PROTECT HOUSE CONTENTS FROM DAMAGE DURING WORK
Contractor shall take steps to protect house and contents from damage during project. Contractor is advised to use drop cloths to protect furniture, appliances, entertainment systems, and other house contents and components.

01.0500 GENERAL CLEANUP
Contractor to provide clear and safe passage ways in and around structure during project. Contractor to remove debris and building materials from in and around structure being repaired to legal dump site regularly and at the end of the project. In progress and final clean-up to include--but is not limited to--damp wiping, sweeping, mopping, and vacuuming.

2. GENERAL REQUIREMENTS - DISCLAIMER

1.00 EACH

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

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

3. OVERHEAD & PROFIT

1.00 EACH

OVERHEAD & PROFIT
Overhead and profit is capped at 20%

4. INSTALL METAL ROOF

1100.00 SF

INSTALL METAL ROOF
Remove existing roof covering down to rood deck. Install a secondary water barrier and Energy Star-qualified metal roofing and aluminum drip edge per manufacturer's specifications in compliance with the Florida Building Code. Roof color to be

selected by the homeowner, but it must be an in-stock color offered for Energy Star qualified roofing.

5. HURRICANE STRAPS

30.00 EACH

Hurricane straps
PERMIT REQUIRED
Install hurricane straps on rafters/joists according to code and manufacturer's specifications.

6. PRESSURE WASH EXTERIOR WALLS

1.00 DU

PRESSURE WASH EXTERIOR WALLS

7. PAINT EXTERIOR SURFACES OF MASONRY WALLS (*)

1100.00 SF

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

Include the cost of painting non-masonry items, such as doors, trim, gable ends in your bid.

8. GENERAL PORCH AND ENTRANCE WORK

2.00 EACH

GENERAL PORCH AND ENTRANCE WORK

Add stucco to the front porch posts. They are concrete block.

9. INSTALL A INTERIOR PREHUNG HOLLOW CORE DOOR (*)

7.00 EACH

INSTALL A INTERIOR PREHUNG HOLLOW CORE DOOR (*)
Install a new prehung hollow core flush hardboard or masonite door with a door stop, split jamb, casing and a new lockset. Lockset to be appropriate for door type--privacy or passage. Purchase allowance: $50.00 for lockset.

Materials + Labor

10. INSTALL NEW CERAMIC TILE ON FLOOR (*)

300.00 SF

INSTALL NEW CERAMIC TILE ON FLOOR - 3 bedrooms

Prepare floor surface and install new thin set ceramic tile flooring per manufacturer's specifications. To include any closets in the room. Remove and reinstall all movable objects so that tile can be installed below objects. Owner to slect color of tile using a $1.50 per square foot tile purchase allowance.

11. PAINT WALL SURFACES W/SATIN PAINT & TRIM WITH SEMI-GLOSS PAINT

1000.00 SF

PAINT WALL SURFACES W/SATIN PAINT & TRIM WITH SEMI-GLOSS PAINT (*)

Apply 2 coats of satin acrylic latex paint to wall surfaces and 2 coats of semi-gloss acrylic latex paint to trim which includes any baseboard; door casing and jambs; window casing, sills, stools, jambs and sashes. Where applicable, wet scrape defective paint; spot prime; seal water stains; and make any minor repairs to walls and baseboard. Make sure baseboard is securely fastened to wall. Caulk cracks in baseboard and at intersection with wall surfaces using mildew resistant caulk prior to painting. Contractor shall follow paint manufacturer's instructions. Owner to select two paint colors for walls and trim.

12. REPAINT EXISTING KITCHEN CABINETS

100.00 LF

REPAINT EXISTING KITCHEN CABINETS

Repaint kitchen wall and base cabinets. Customer to select one in-stock color.

13. SERVICE HVAC SYSTEM

1.00 EACH

Service HVAC System
Chack HVAC to ensure that it heats and cools adequately. If repairs are necessary, a change order amy submitted for review by Housing and Community Development staff.

14. TERMITE INSPECTION

1.00 EACH

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

Materials + Labor

15. LEAD-BASED PAINT TESTING

1.00 EACH

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

The Friendly City

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

Homeowner Selection of Contractor

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

201 13th Ave E, Bradenton, FL 34208

The bids that were received and were the most responsive:

Herman Cadena	$42,996.00
Pinnacle Group	$42,957.00

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

Herman Cadena — **Contractor**

42,996.00 — **Bid amount**

Diane McGee — Signature

7/10/26 — Date

AGENDA ITEM NO. 6.f

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: July 22, 2026

SUBMITTED BY: Corey Fortin, City Administration

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 26-61 - Revised Inventory List of Surplus Property

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
On February 25, 2026 City Council approved and adopted Resolution 26-23 to update the inventory list of City-owned surplus property available for disposition.

Since that time, the City Administration Department has identified an approximately 4.0+/- acre portion of the parcel located at 1706 9th Street East, as an additional City-owned parcel that may not be needed for public purposes. The parcel was originally purchased as part of a larger transaction for the purpose of relocation of the City's Public Works Complex. City Administration has since determined that this portion of the parcel is no longer needed for the Public Works Complex and it is appropriate to add to the surplus property inventory list and make it publicly available for disposition.

FINANCIAL IMPACT:
N/A

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

SUGGESTED MOTION:

Motion to approve Resolution 26-61.

ATTACHMENTS:
Resolution 26-61

CITY OF BRADENTON
RESOLUTION NUMBER 26-61

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, City Council approved and adopted Resolution 26-23 revising the inventory list at the February 25, 2026, Council meeting; and

WHEREAS, City Council approved and adopted Resolution 26-53 revising the inventory list at the June 10, 2026, City Council meeting; and

WHEREAS, the City Administration Department has identified an approximately 4 +/- acre portion of the parcel located at 1706 9th Street East, as an additional City-owned parcel that may not be needed for public purposes (the "Parcel"); and

WHEREAS, the 4+/- acre parcel has not yet been surveyed and an exact legal description is not yet available, however, the property is located on the northwest corner of US Highway 301 and 9th St. E., the approximate location is attached as Exhibit B hereto; and

WHEREAS, the Parcel was originally purchased as part of a larger transaction for the purpose of relocation of the City's Public Works Complex. However, the City Administration Department has since determined that this portion of the parcel is no longer needed for the Public Works Complex; and it is appropriate to add the 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 26-53 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 26-53 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 22ND DAY OF JULY, 2026.

ATTEST:

_____
Tamara Melton
CITY CLERK

_____
Gene Brown
MAYOR

APPROVED AS TO FORM:

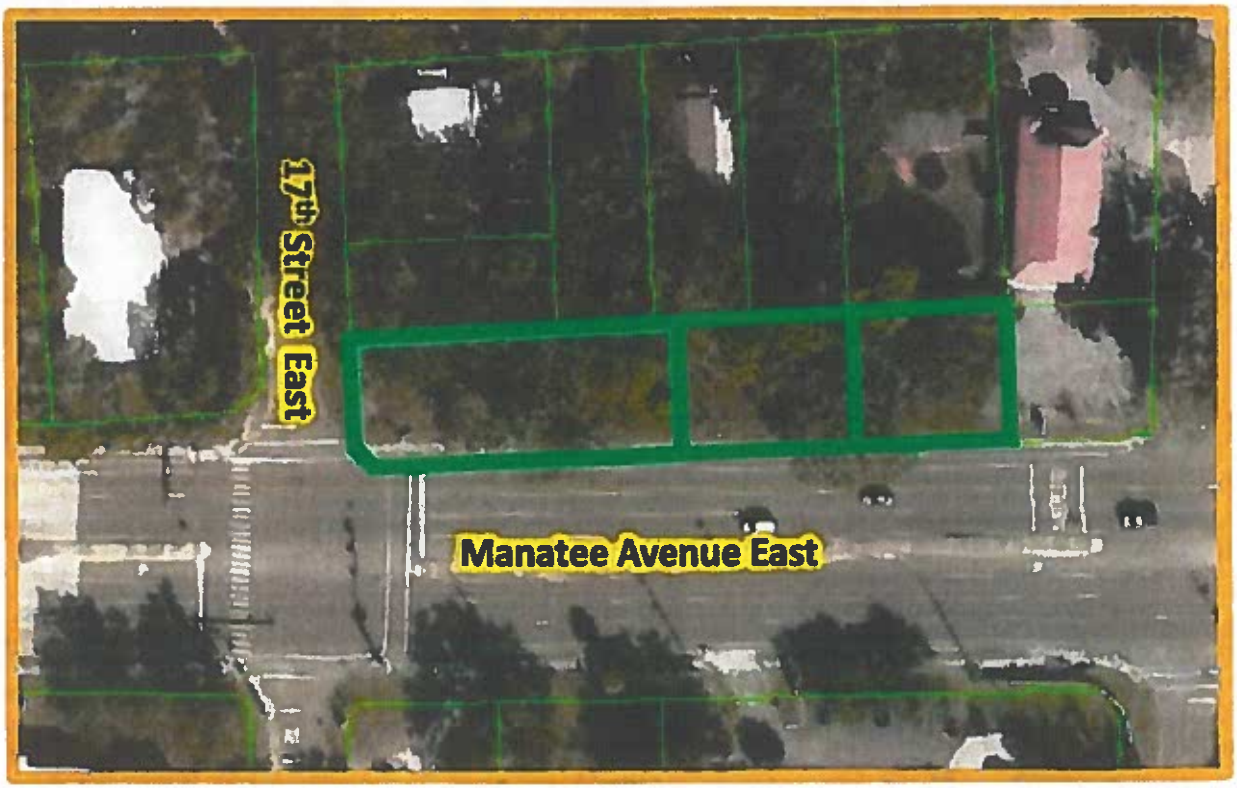
_____
Scott Rudacille
CITY ATTORNEY

#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



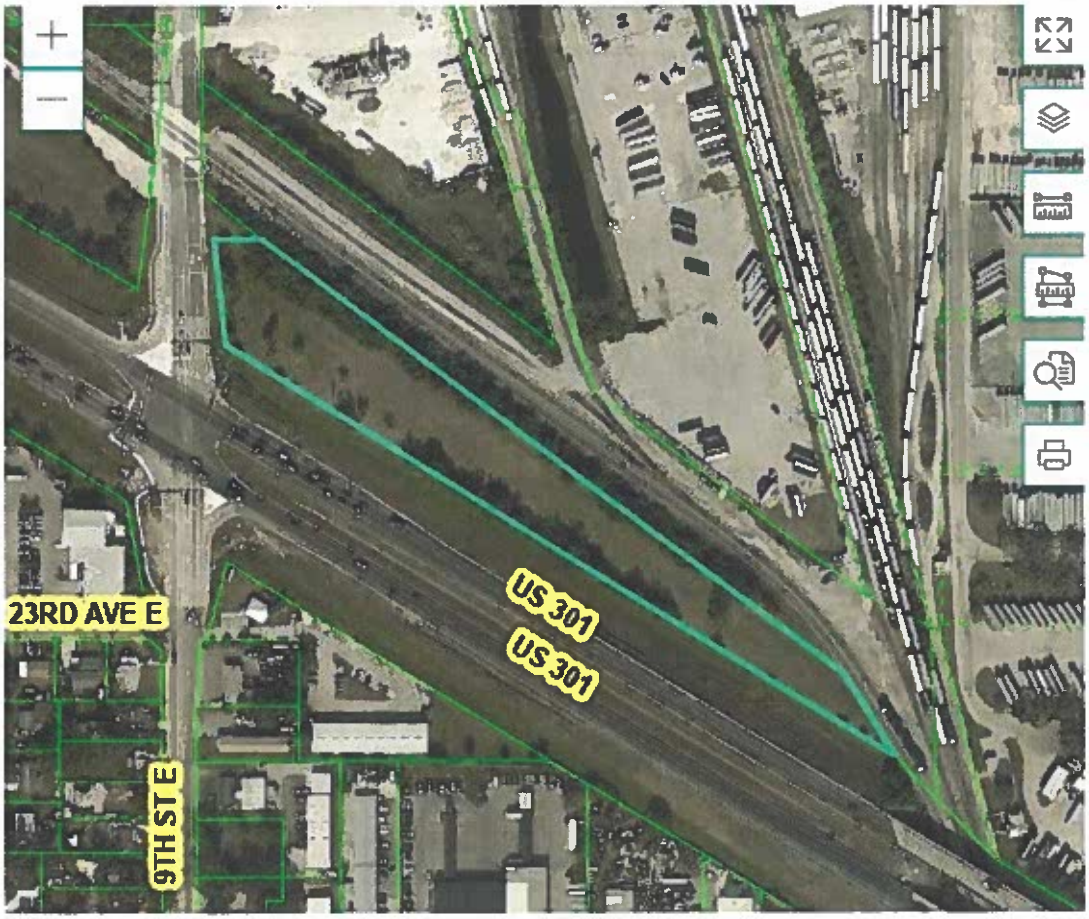


Vacant Lot

2115 9th ST E

Bradenton, FL

PID# 4687900059; 4.0800 acres mol



Taylor Road Property

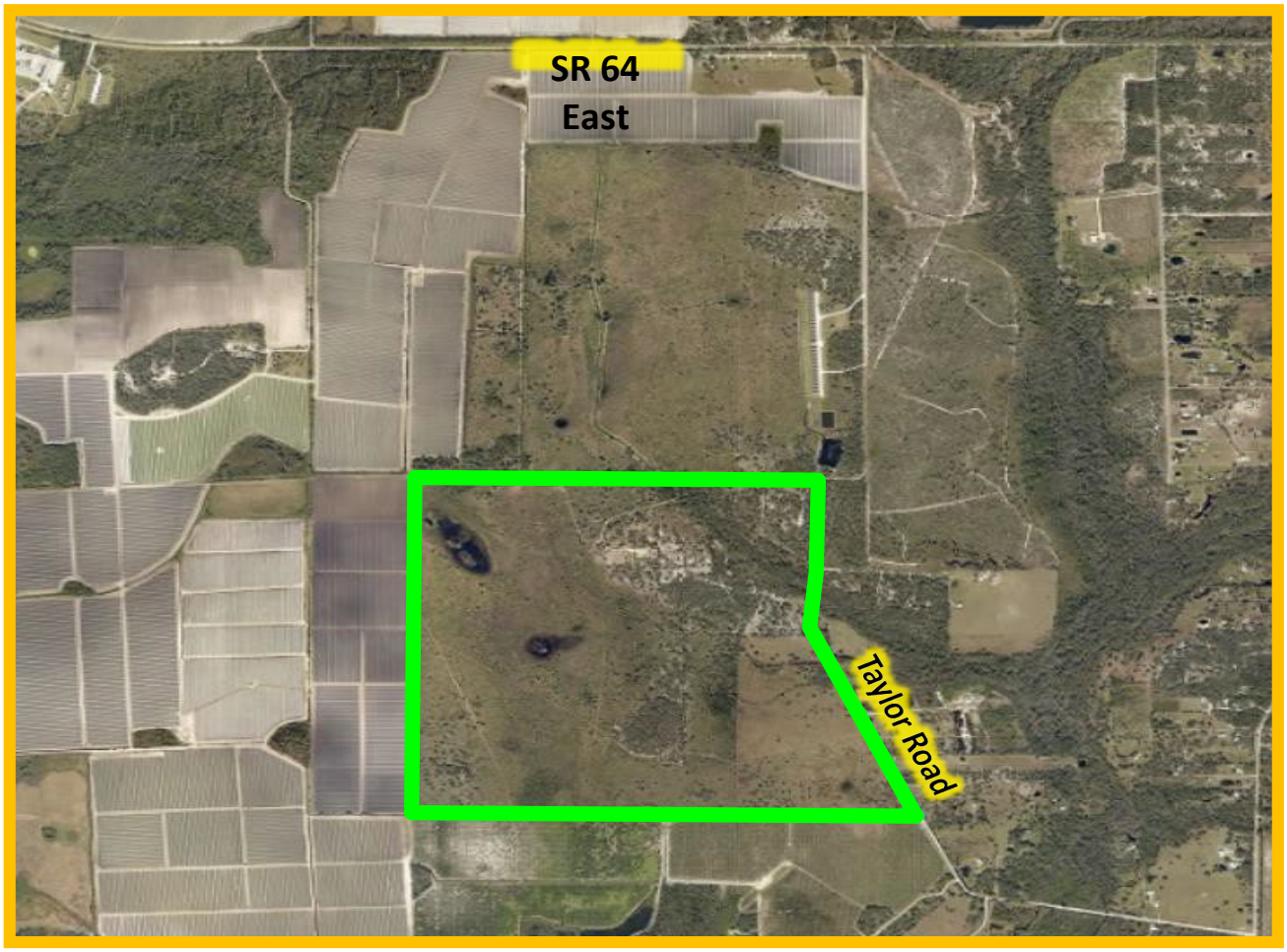
Myakka City Area – Unincorporated Manatee County

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.

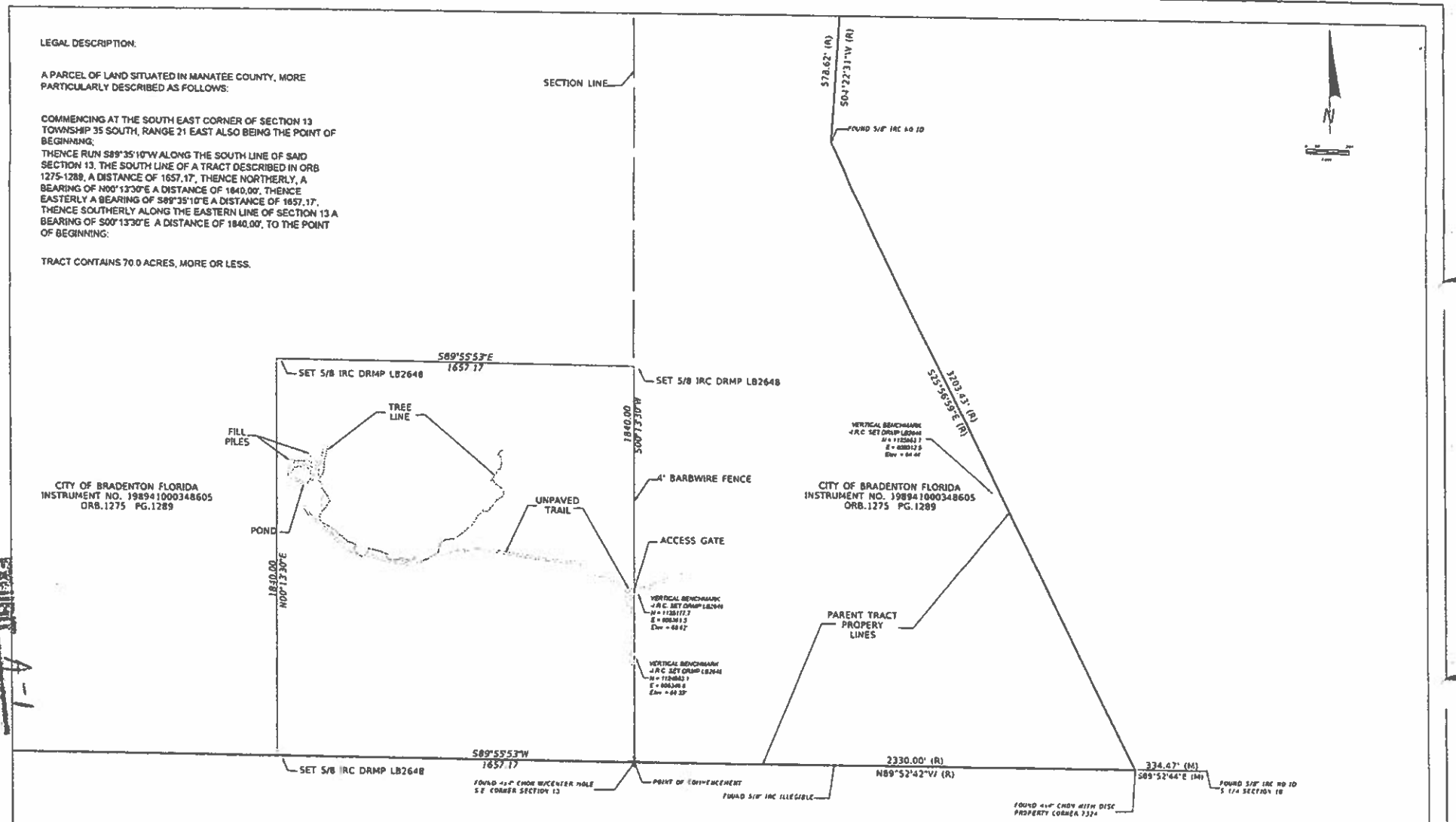
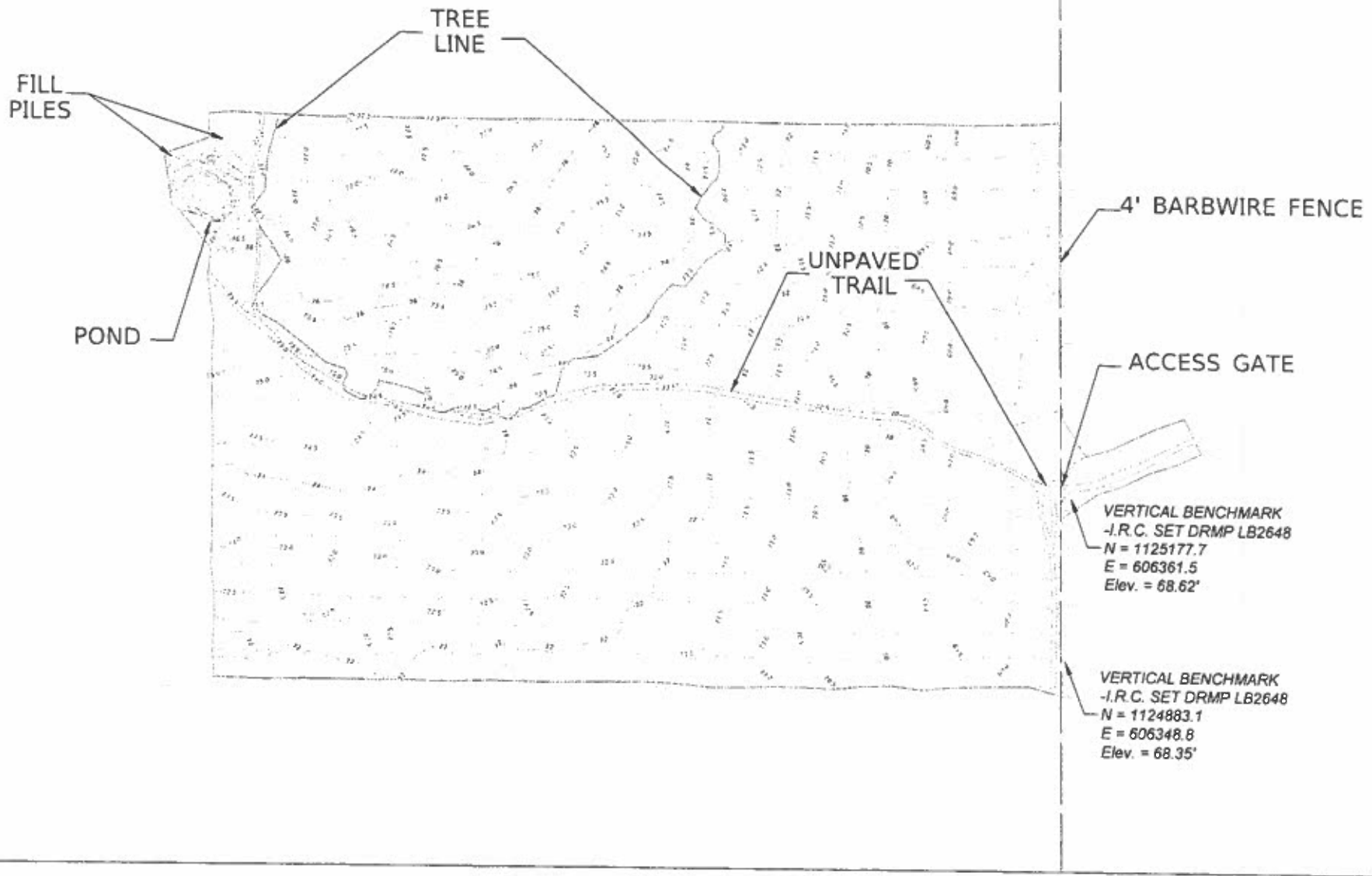


EXHIBIT A-1

DRMP
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

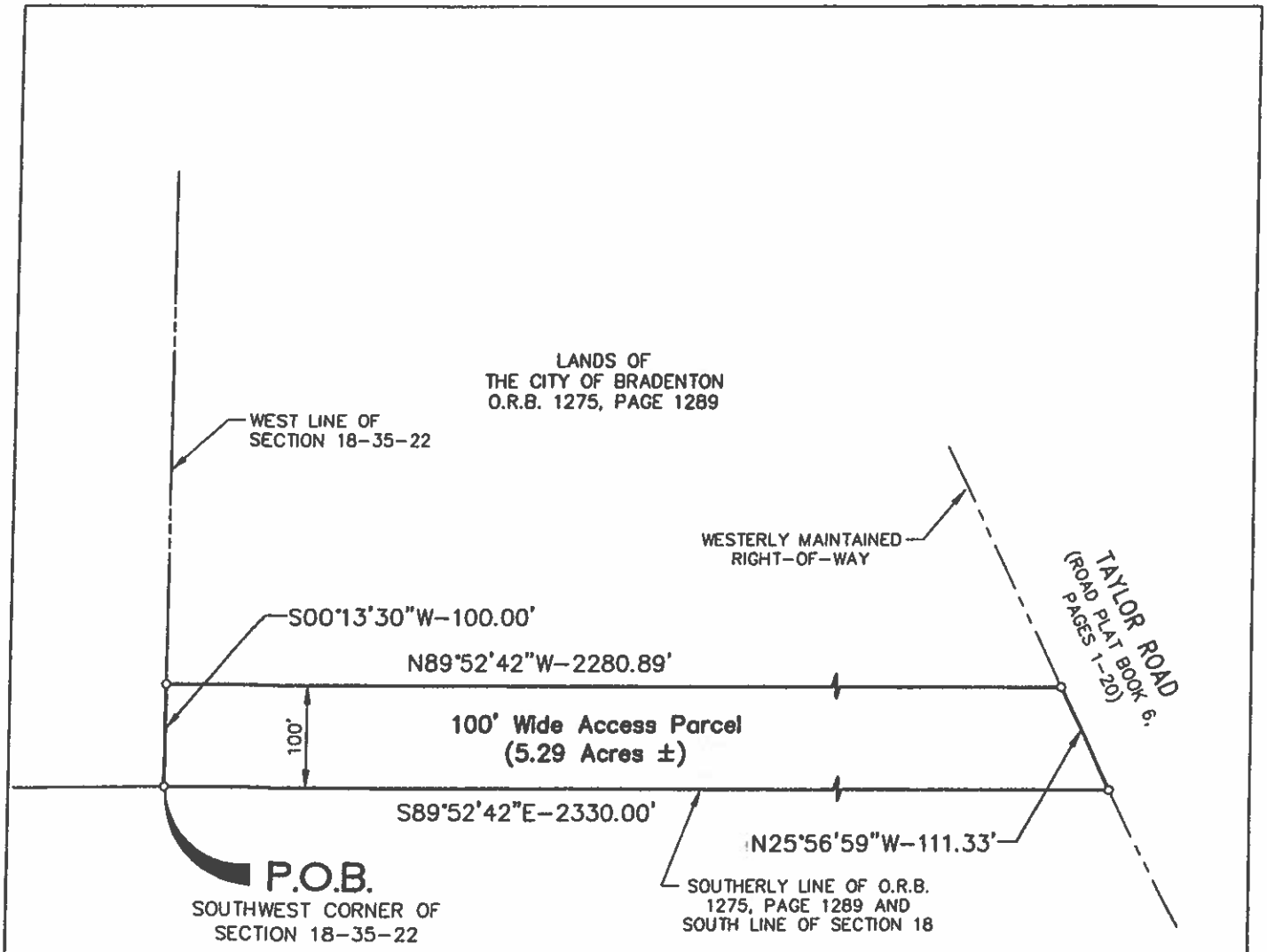
EXHIBIT A-1
PAGE 1 OF 5

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

#166 – (Portion of)

VACANT LAND

1706 9th Street East

Bradenton, FL

PID #4633211009; 4+/- acres mol



The property outlined in purple is an approximation only. A survey will be completed at a later date, the parcel to be added to the surplus property inventory contains 4.0+/- acres.

EXHIBIT B TO

RESOLUTION 26-61



AGENDA ITEM NO. 6.g

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: July 22, 2026

SUBMITTED BY: Corey Fortin, City Administration

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Second Amendment to Purchase and Sale Agreement between City of Bradenton and PHBGF Ventures, LLC

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
PHBGF Ventures, LLC has requested to extend the inspection period under the Purchase and Sale Agreement to September 22, 2026 in order to complete Phase II environmental testing. City Administration recommends approval of the same.

FINANCIAL IMPACT:
N/A

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

SUGGESTED MOTION:
Motion to approve the Second Amendment to Purchase and Sale Agreement between the City of Bradenton and PHBGF Ventures, LLC and authorize execution of the same by the Mayor.

ATTACHMENTS:
Second Amendment to Purchase and Sale Agreement

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 July 22, 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. Inspection Period. Seller and Purchaser agree that the Inspection Period under the Agreement is hereby extended through September 22, 2026.

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: July _____, 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: July _____, 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: July _____, 2026

AGENDA ITEM NO. 6.h

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: July 22, 2026

SUBMITTED BY: Jeremy Giddens, City Administration

ITEM TYPE: Miscellaneous

AGENDA SECTION: CONSENT AGENDA

SUBJECT: U.S. Department of Housing and Urban Development Federal Award Agreement

SUGGESTED ACTION:

Approve the Federal Award Agreement with the U.S. Department of Housing and Urban Development (HUD) for Community Project Funding in the amount of $1,000,000 and authorize the City Administrator or Mayor to execute any associated grant documents and amendments.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:

The City of Bradenton has been awarded $1,000,000 in HUD Community Project Funding (CPF) for infrastructure and drainage improvements associated with the City Park project located at 1447 9th Street West. The grant will support eligible project costs, including construction administration, direct purchases, and construction activities. The approval of the Federal Award Agreement will allow the City to establish the required HUD Action Plan, request reimbursement of eligible expenditures, and proceed with project implementation in accordance with federal requirements.

FINANCIAL IMPACT:

Acceptance of $1,000,000 in federal grant funding. No additional City funding is required for this action beyond the previously identified local matching and project funding sources. Grant funds will be appropriated in accordance with the approved project budget.

ATTORNEY REVIEW/RECOMMENDATION:

Reviewed by Police Legal Advisor.

SUGGESTED MOTION:

Motion to approve the U.S Department of Housing and Urban Development Federal Award Agreement in the amount of $1,000,000 for the City Park Infrastructure Improvements Project and authorize the City Administrator or Mayor to execute necessary documents and grant-related actions.

ATTACHMENTS:
HUD Federal Award Agreement

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT
FEDERAL AWARD AGREEMENT

A. General Federal Award Information

1. Recipient name (must match Unique Entity Identifier name) and address: City of Bradenton 101 12th Street W,Bradenton, FL 34205	12. Assistance listing number and title: 14.251 Economic Development Initiative, Community Project Funding, and Miscellaneous grants
2. Recipient's Unique Entity Identifier: P3FLJ98L86V8	13. Amount of federal funds obligated by this action: $1,000,000.00
3. Tax Identification Number: 596000283	14. Total amount of federal funds obligated: $1,000,000.00
4. Federal Award Identification Number (FAIN): B-24-CP-FL-0572	15. Total approved cost sharing (if applicable):
5. Instrument type: Grant ☒ Cooperative agreement ☐ Loan Guarantee ☐	16. Total federal award amount, including approved cost sharing: $1,000,000.00
6. Period of performance start and end dates: 08/13/2024 - 08/31/2032	17. Budget approved by HUD: $1,000,000.00
7. Budget period start and end dates: 08/13/2024 - 08/31/2032	18. Fiscal year: FY 2024
8. Initial Agreement ☒ Amendment ☐ #	19. Statutory authority: FY 2024 Consolidated Appropriations Act
9. Indirect cost rate (per § 200.414):	20. Applicable appropriations act(s): FY 2024 Consolidated Appropriations Act
10. Is this award for research and development (per 2 C.F.R. § 200.1)? Yes ☐ No ☒	21. Notice/notice of funding opportunity this award is made under (if applicable): Not Applicable
11. Administering official name and contact information: Lori Serino, CPD Field Office Director	22. Program regulations (if applicable): Not Applicable
23. Federal award description: • Addendum 1. Policy Requirements • Addendum 2. Program-Specific Requirements • Addendum 3. Indirect Cost Rate Schedule	

Authority and Agreement. This agreement between the U.S. Department of Housing and Urban Development (HUD) and the Recipient is made pursuant to the statutory authority above (box 19) and is subject to the applicable appropriations act(s) (box 20). This agreement incorporates by reference the Terms and Conditions outlined in Section B below, all of Recipient's required grant package documents, and the attached addenda (box 23).

B. Terms and Conditions

1. *General terms and requirements.* The Recipient must comply with all applicable federal laws, regulations, and requirements, unless otherwise provided through HUD's formal waiver authorities. This agreement, including any attachments and addenda, may only be amended in writing executed by parties to this agreement and any addenda.

2. *Administrative requirements.* The Recipient must comply with the following requirement(s) if checked below:

   ☐ The administrative requirements in the HUD General Administrative, National, and Departmental Policy Requirements and Terms for HUD's Financial Assistance Programs 2025, as indicated in the relevant NOFO, apply to this agreement.

   ☒ The grantee shall comply with requirements established by the Office of Management and Budget (OMB) concerning the Unique Entity Identifier (UEI); the System for Award Management (SAM.gov.); the Federal Funding Accountability and Transparency Act as provided in 2 C.F.R. part 25, Universal Identifier and General Contractor Registration; and 2 C.F.R. part 170, Reporting Subaward and Executive Compensation Information.

3. *Applicability of 2 C.F.R. part 200.*

   ☒ The Recipient must comply with the applicable requirements at 2 C.F.R. part 200, as may be amended from time to time. If any previous or future amendments to 2 C.F.R. part 200 replace or renumber any part 200 section cited in HUD's regulations in Title 24 of the Code of Federal Regulations, the amended part 200 requirements will govern award activities carried out after the amendments' effective date.

   ☐ The Recipient must comply with the applicable requirements at 2 C.F.R. part 200. If any previous amendments to 2 C.F.R. part 200 replace or renumber any part 200 section cited in HUD's regulations in Title 24 of the Code of Federal Regulations, the amended part 200 requirements will govern award activities carried out after the amendments' effective date.

4. *Future budget periods.* If the period of performance spans multiple budget periods, subsequent budget periods are subject to the availability of funds, program authority, satisfactory performance, and compliance with the terms and conditions of the Federal award.

5. *Indirect Cost Rate.* If the Recipient intends to use a negotiated or de minimis rate for indirect costs, the Recipient must submit an Indirect Cost Rate form to HUD with this agreement using "Addendum #3 "Indirect Cost Rate Schedule" (formula and congressional grants). The submitted form/addendum will be incorporated into and made part of this agreement, provided that the rate information is consistent with the applicable requirements under 2 C.F.R. § 200.414. If there is any change in the Recipient's indirect cost rate, it must immediately notify HUD and execute an amendment to this agreement to reflect the change if necessary.

6. *Recipient integrity and performance matters.* If the Federal share of this award is more than $500,000 over the period of performance (box 6), the terms and conditions in 2 C.F.R. part 200 Appendix XII apply to this agreement.

7. *Recordkeeping and Access to Records.* The Recipient hereby agrees to maintain complete and accurate books of account for this award and award activities in such a manner as to permit the preparation of statements and reports in accordance with HUD requirements, and to permit timely and effective audit. The Recipient agrees to furnish HUD such financial and project reports, records, statements, subrecipient data, and documents at such times, in such form, and accompanied by such reporting data as required by HUD. HUD and its duly authorized representative shall have full and free access to all Recipient offices and facilities, and to all books, documents, and records of the Recipient relevant to the administration, receipt,

and use of this award and award activities, including the right to audit and make copies. The Recipient agrees to maintain records that identify the source and application of funds, including relevant subrecipient data, in such a manner as to allow HUD to determine that all funds are and have been expended in accordance with program requirements and in a manner consistent with applicable law.

Further, the Recipient hereby acknowledges that HUD is in the process of implementing new grants management and reporting tools, which will be made available for the Recipient's use in the future. The Recipient agrees to report on grant performance and financial activities (including vendor and cash disbursement supporting details for the Recipient and its subrecipients) using these new tools when they are released. HUD will work with the Recipient to support the Recipient's transition to this new reporting environment. Once implemented, timely reporting in this new environment will be mandatory. HUD reserves the right to exercise all of its available rights and remedies for any noncompliance with these grants management and financial reporting requirements, to include, without limitation, requiring 100% review, suspension of disbursements, and all other legally available remedies, to the furthest extent permitted by law, as amended.

8. *Noncompliance.* If the Recipient fails to comply with the provisions of this agreement, HUD may take one or more of the actions provided in program statutes, regulations or 2 C.F.R. § 200.339, as applicable. Nothing in this agreement shall limit any remedies otherwise available to HUD in the case of noncompliance by the Recipient. No delay or omissions by HUD in exercising any right or remedy available to it under this agreement shall impair any such right or remedy or constitute a waiver of or acquiescence in any Recipient noncompliance.

9. *Termination provisions.* Unless superseded by program statutes, regulations or NOFOs, the termination provisions in 2 C.F.R. § 200.340 apply.

10. *Build America, Buy America.* The Recipient must comply with the requirements of the Build America, Buy America (BABA) Act, 41 U.S.C. § 8301 note, and all applicable rules and notices, as may be amended, if applicable. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 Fed. Reg. 17001), BABA requirements apply to any infrastructure projects HUD has obligated funds for after the effective dates, unless excepted by a waiver.

11. *Waste, Fraud, Abuse, and Whistleblower Protections.* Any person who becomes aware of the existence or apparent existence of fraud, waste, or abuse of any HUD award must report such incidents to both the HUD official responsible for the award and to HUD's Office of Inspector General (OIG). Allegations of fraud, waste, and abuse related to HUD programs can be reported to the HUD OIG hotline via phone at 1-800-347-3735 or online hotline form. The Recipient must comply with 41 U.S.C. § 4712, which includes informing employees in writing of their rights and remedies, in the predominant native language of the workforce. Under 41 U.S.C. § 4712, employees of a government contractor, subcontractor, recipient, and subrecipient—as well as a personal services contractor—who make a protected disclosure about a Federal award or contract cannot be discharged, demoted, or otherwise discriminated against if they reasonably believe the information they disclose is evidence of (1) gross mismanagement of a Federal contract or award; (2) waste of Federal funds; (3) abuse of authority relating to a Federal contract or award; (4) substantial and specific danger to public health and safety; or (5) violations of law, rule, or regulation related to a Federal contract or award.

12. *Third-Party Claims.* Nothing in this agreement shall be construed as creating or justifying any claim against the federal government or the Recipient by any third party.

13. *Rule of Construction and No Construction Against Drafter.* Notwithstanding anything contained in this agreement, the terms and conditions hereof are to be construed to have full and expansive effect in both interpretation and application, and the parties agree that the principle of interpretation that holds that ambiguities in terms or conditions are construed against the drafter shall not apply in interpreting this agreement.

C. Federal Award Performance Goals

The Recipient must meet any applicable performance goals, indicators, targets, and baseline data as required by applicable program requirements.

D. Specific Terms and Conditions Not applicable ☒ Attached ☐

For the U.S. Department of HUD (name and title of authorized official) Lori Serino CPD Field Office Director	Signature Lori Serino	Date/ Federal Award Date 06/15/2026
For the Recipient (name and title of authorized official) Rob Perry Director 01	Signature Rob Perry	Date 05/21/2026

ADDENDUM 1. POLICY REQUIREMENTS

If applicable:

1. The Recipient shall not use grant funds to promote "gender ideology," as defined in Executive Order (E.O.) 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government;

2. The Recipient agrees that its compliance in all respects with all applicable Federal anti-discrimination laws is material to the U.S. Government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code;

3. The Recipient certifies that it does not operate any programs that violate any applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964;

4. The Recipient shall not use any grant funds to fund or promote elective abortions, as required by E.O. 14182, Enforcing the Hyde Amendment; and that,

5. Notwithstanding anything in the NOFO or Application, this Grant shall not be governed by Executive Orders revoked by E.O. 14154, including E.O. 14008, or NOFO requirements implementing Executive Orders that have been revoked.

6. The Recipient must administer its grant in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (8 U.S.C. 1601-1646) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U.S. Citizenship and Immigration Services may establish from time to time to comply with PRWORA, Executive Order 14218, or other Executive Orders or immigration laws.

7. No state or unit of general local government that receives funding under this grant may use that funding in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or shields illegal aliens from deportation, including by maintaining policies or practices that materially impede enforcement of federal immigration statutes and regulations.

8. The Recipient must use SAVE, or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.

9. Faith-based organizations may be subrecipients for funds on the same basis as any other organization. Recipients may not, in the selection of subrecipients, discriminate against an organization based on the organization's religious character, affiliation, or exercise.

ADDENDUM 2. PROGRAM-SPECIFIC REQUIREMENTS

Assistance Listing Number 14.251, Economic Development Initiative, Community Project Funding, and Miscellaneous Grants

1. **Approved Budget.** The Grantee must use the Federal funds as provided by the Approved Budget to carry out the Grantee's "Project." The Approved Budget shall be the line-item budget that is approved by HUD as of the date that HUD signs this Grant Agreement. The Grantee's Project shall be as described in the Project Narrative that is approved by HUD as of the date that HUD signs this Grant Agreement.

2. **Project and Budget Changes.** All changes to the Grantee's Project or Approved Budget must be made in accordance with 2 CFR 200.308 and this Agreement. To request HUD's approval for a change in the approved Project Narrative and/or Budget, the Grantee must follow HUD's instructions for amending the Project Narrative and/or Project Budget found in the applicable Community Project Funding Grant Guide. The Grantee must submit a formal letter to HUD's Office of Economic Development - Congressional Grants Division (CGD) Director through the assigned Grant Officer.

3. **Pre-Award Costs.** Funds may be used to reimburse costs (including administrative, planning, operations and maintenance, and other costs) incurred before execution of the grant agreement, provided that:

    a. The soft costs are covered by HUD's nationwide environmental review for CPF soft costs and are incurred on or after the enactment date of the respective Appropriation Act, or hard costs incurred on or after the enactment of the respective Appropriation Act have completed the required project-specific environmental review; and
    b. The costs would otherwise meet the allowability criteria in 2 CFR 200.403(a) through (g).

4. **Eminent Domain.** No Federal funds provided under this award may be used to support any Federal, state, or local project that seeks to use the power of eminent domain, unless eminent domain is employed only for a public use. Public use includes use of funds for mass transit, railroad, airport, seaport, or highway projects, and utility projects which benefit or serve the general public (including energy-related, communication-related, water-related, and waste water-related infrastructure), other structures designated for use by the general public or with other common-carrier or public-utility functions that serve the general public and are subject to regulation and oversight by the government, and projects for the removal of an immediate threat to public health and safety or brownfields, as defined in the Small Business Liability Relief and Brownfields Revitalization Act (Pub. L. 107-118). Public use does not include economic development that primarily benefits private entities.

5. **Restriction on Use of Funds for Computer Networks.** No Federal funds provided under this award may be used to maintain or establish a computer network that does not block the viewing, downloading, and exchanging of pornography. This requirement does not limit the use of funds necessary for any Federal, State, tribal, or local law enforcement agency or any other entity carrying out criminal investigations, prosecution, or adjudication activities.

6. **Environmental Review Requirements (24 CFR Part 50 or Part 58).** All projects funded by HUD are subject to requirements under the National Environmental Policy Act (NEPA) and HUD's NEPA-implementing regulations at 24 CFR Part 50 or 24 CFR Part 58. The Grantee must comply with applicable environmental review requirements. Environmental reviews must be completed, and a Request for Release of Funds and Certification must be approved by HUD CPD Field Office Director through issuance of the Authority to Use Grant Funds (HUD-7015.16), as applicable, prior to taking any choice limiting action, to avoid violations under 24 CFR 58.22 which prohibits limitations on activities pending clearance, and Section 110(k) of the National

Historic Preservation Act which prohibits anticipatory demolition or significant harm of historic properties prior to completion of the historic preservation review process known as Section 106 review.

7. **Section 3 Requirements (24 CFR Part 75).** The Grantee must comply with Section 3 of the Housing and Urban Development Act of 1968 (Section 3), 12 U.S.C. 1701u, and HUD's regulations at 24 CFR part 75, as applicable, including the reporting requirements in 24 CFR 75.25. Grantees that are not exempt from Section 3 must submit annual reports of Section 3 accomplishment Performance Measures in DRGR in January of the calendar year.

8. **Uniform Relocation Assistance and Real Property Acquisitions Policies Act.** Unless the Grantee is a Federally recognized Tribe, the Grantee must comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) as implemented by regulations at 49 CFR Part 24. The URA applies to acquisitions of real property and relocation occurring as a direct result of the acquisition, rehabilitation, or demolition of real property for Federal or Federally funded programs or projects. Real property acquisition that receives Federal financial assistance for a program or project, as defined in 49 CFR 24.2, must comply with the acquisition requirements contained in 49 CFR part 24, subpart B. Unless otherwise specified in law, the relocation requirements of the URA and its implementing regulations at 49 CFR part 24, cover any displaced person who moves from real property or moves personal property from real property as a direct result of acquisition, rehabilitation, or demolition for a program or project receiving HUD financial assistance.

9. **Generally Applicable HUD requirements (24 CFR Part 5, subpart A and 24 CFR 1000.12).** Grantees and their subrecipients must comply with the generally applicable HUD and CPD requirements in 24 CFR Part 5, subpart A, including all applicable fair housing, and civil rights requirements. Grants to Tribes and TDHEs are subject to the nondiscrimination requirements in 24 CFR 1000.12 in lieu of the nondiscrimination requirements in 24 CFR 5.105(a).

10. **Suspension and Debarment.** The Grantee must comply with the governmentwide debarment and suspension requirements in 2 CFR part 180 as incorporated and supplemented by HUD's regulations at 2 CFR part 2424.

11. **Drug-Free Workplace.** The Grantee must comply with drug-free workplace requirements in Subpart B of 2 CFR Part 2429, which adopts the governmentwide implementation (2 CFR Part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988, Pub. L. 100-690, Title V, Subtitle D (41 U.S.C. 701-707).

12. **Trafficking in Persons.** The Grantee must comply with the award term in Appendix A of 2 CFR part 175, which is also included in the applicable Community Project Funding Grant Guide.

13. **Conflicts of Interest.** In the procurement of property or services by recipients and subrecipients, the conflict-of-interest rules in 2 CFR 200.317 and 2 CFR 200.318(c) shall apply. In all cases not governed by 2 CFR 200.317 and 2 CFR 200.318(c), recipients and subrecipients must follow the requirements contained in paragraphs ii-v of the "Conflict of Interest" section in the applicable Community Project Funding Grant Guide.

14. **Lead Based Paint Requirements.** If grant funds are used for purchase, lease, support services, operation, or work that may disturb painted surfaces, of pre-1978 housing, the Grantee must comply with the lead-based paint evaluation and hazard reduction requirements of HUD's lead- based paint rules (Lead Disclosure; and Lead Safe Housing (24 CFR part 35)), and EPA's lead- based paint rules (e.g., Repair, Renovation and Painting; Pre-Renovation Education; and Lead Training and Certification (40 CFR part 745)).

15. **Program Income Conditions.** In accordance with 2 CFR 200.307, costs incidental to the generation of program income may be deducted from gross income to determine program income, provided these costs

have not been charged to the grant. As authorized under 2 CFR 200.307, program income may be treated as an addition to the Federal award, provided that the Grantee uses that income for allowable costs under this Grant Agreement. Any program income that cannot be expended on allowable costs under this Grant Agreement must be reported and paid to HUD within 120 days after the period of performance, unless otherwise specified by an applicable Federal statute.

16. **Prohibition Against Lobbying Activities**. Section 319 of Public Law 101-121, 31 U.S.C. 1352, (the Byrd Amendment) and 24 CFR Part 87 apply to all CPF grantees except Federally recognized Indian tribes and TDHEs established by Federally recognized Indian tribes as a result of the exercise of the tribe's sovereign power. The Byrd Amendment and 24 CFR part 87 prohibit recipients of federal awards from using appropriated funds for lobbying the executive or legislative branches of the Federal government in connection with a Federal award.

17. **Drawdown Requirements**. CPF grant funds may be used to reimburse costs incurred during the performance period given in the grant agreement. The Grantee must expend all Grant Funds in accordance with the approved project narrative and budget attached with the grant agreement.

18. **Performance and Financial Reporting Requirements**. The Grantee must submit a performance and financial report on a semi-annual basis. Performance reports shall consist of a narrative of work accomplished during the reporting period. Financial reports must be submitted using DRGR or such future collections HUD may require and as approved by OMB and listed on the Grants.gov website (https://grants.gov/forms/forms-repository/post-award-reporting-forms). During the Period of Performance, the Grantee must submit these reports no later than 30 calendar days after the end of the 6-month reporting period. The first of these reporting periods begins on the first of January or June (whichever occurs first) after the date this Grant Agreement is signed by HUD. No drawdown of funds will be allowed while the Grantee has an overdue performance or financial report.

19. **Real and personal property reporting requirements**. The Grantee must report and account for all property acquired or improved with Grant Funds as provided by 2 CFR part 200 using the applicable common forms approved by OMB and provided on the Grants.gov website (https://grants.gov/forms/forms-repository/post-award-reporting-forms). This reporting obligation includes submitting status reports on real property at least annually as provided by 2 CFR 200.330, accounting for real and personal property acquired or improved with Grant Funds as part of Project Closeout, and promptly submitting requests for disposition instructions as provided by 2 CFR 200.311, 200.312, and 200.314.

20. **Project Closeout**. The grant will be closed out in accordance with 2 CFR part 200, as may be amended from time to time, except as otherwise specified in this Grant Agreement. The Grantee must submit to HUD a written request to close out the grant no later than 30 calendar days after the Grantee has drawn down all Grant Funds and completed the Project as described in the Project Narrative and Budget attached to the Grant Agreement. HUD will then send the Closeout Agreement to the Grantee. The Grantee recognizes that the closeout process may entail a review by HUD to determine compliance with the Grant Agreement by the Grantee and all participating parties. The Grantee agrees to cooperate with any HUD review, including reasonable requests for on site inspection of property acquired or improved with grant funds. No later than 120 calendar days after the Period of Performance, Grantees shall provide to HUD the Grant closeout agreement, as well as the final financial, performance and property reports.

ADDENDUM 3. INDIRECT COST RATE SCHEDULE

As the duly authorized representative of the Grantee, I certify that the Grantee:

☒ Will not use an indirect cost rate to calculate and charge indirect costs under the grant.

☐ Will calculate and charge indirect costs under the grant by applying a *de minimis* rate as provided by 2 CFR 200.414(f), as may be amended from time to time.

☐ Will calculate and charge indirect costs under the grant using the indirect cost rate(s) listed below, and each rate listed is included in an indirect cost rate proposal developed in accordance with the applicable appendix to 2 CFR part 200 and, *if required*, was approved by the cognizant agency for indirect costs.

Agency/Dept./Major Function	Indirect cost rate	Direct Cost Base

Instructions for the Recipient:
The Recipient must mark the one (and only one) checkbox above that best reflects how the Grantee's indirect costs will be calculated and charged under the grant. Do not include indirect cost rate information for subrecipients.

The table following the third box must be completed only if that box is checked. When listing a rate in the table, enter both the percentage amount (e.g., 10%) and the type of direct cost base to be used. For example, if the direct cost base used for calculating indirect costs is Modified Total Direct Costs, then enter "MTDC" in the "Type of Direct Cost Base" column.

If using the Simplified Allocation Method for indirect costs, enter the applicable indirect cost rate and type of direct cost base in the first row of the table.

If using the Multiple Allocation Base Method, enter each major function of the organization for which a rate was developed and will be used under the grant, the indirect cost rate applicable to that major function, and the type of direct cost base to which the rate will be applied.

If the Grantee is a government and more than one agency or department will carry out activities under the grant, enter each agency or department that will carry out activities under the grant, the indirect cost rate(s) for that agency or department, and the type of direct cost base to which each rate will be applied.

To learn more about the indirect cost requirements, see 2 C.F.R. part 200, subpart E and Appendix VII to Part 200 (for state and local governments).

NARRATIVE

The City of Bradenton will commence construction of this project in May of 2026. The project will last several years in 4 different phases. The funding from this grant will be used to cover construction expenses incurred in phase 2, after any required environmental permits are obtained, none of which are required at this time. These activities will include stormwater systems during the second phase of the project after the initial baseball field construction, hardscape improvements, entrance gate, parking areas, fencing, and landscape are completed. The sequential work will include a new practice baseball field, the relocation of water, wastewater, and stormwater lines, a concession building, a restroom building, and other activities such as site lighting and batting cages. Overall, City Park will be a community and entertainment complex with three (3) new baseball fields, a concession area, restrooms, and an open plaza for concerts and public events. City Park is envisioned as a space for community events, such as concerts, markets, and art festivals. It can also host a number of baseball events, existing and proposed, such as league tournaments, school teams, Pittsburgh Pirates spring training, and Marauders games. A significant aspect of City Park is the collaboration between the Police Athletic League, G.D. Rogers Garden-Bullock Elementary School, the Pittsburg Pirates, and the City of Bradenton. The park will encompass approximately a total of 42 acres when all phases of the project are completed. It should be noted that the project area is located in an urban area already developed with mixed-use commercial and residential uses. The area contains portions of a former housing development and borders an elementary school, with the layout bounded by 9th St West, 3rd St West, 13th Ave West, and 17th Ave West within the central corridor of the City of Bradenton. These funds will enhance the community, address drainage issues, develop a community meeting space, and create a park for public use.

The Project consists of the construction of a sports complex with three (3) new baseball fields, concession area, restrooms, open plaza for concerts and public events with an estimated cost of $50 million in construction costs. City Park will be a community complex anchored in Bradenton's long history with baseball. The project will be built in four (4) phases to allow for the relocation of existing facilities and complete property acquisitions. The second and target phase of the requested funding will include most of the infrastructure for the property. City Park is envisioned as a park where community events such as concerts, markets and art festivals can take place. It can also host a number of baseball events, existing and proposed, such as league tournaments, school teams, spring training and Marauders games. A significant aspect of City Park is the collaboration between the Police Athletic League, G.D. Rogers Garden-Bullock Elementary School, the Pittsburg Pirates and the City of Bradenton. The park will encompass approximately a total of 42 acres when all phases of the project are completed. The park will be composed of some seventeen (17) different parcels with a complicated collection of individual stormwater systems. The new project will provide a uniform stormwater system that will be part of the scope of construction. This system will include a network of existing and new pipes with

multiple retention areas built in different phases. City Park will also include the construction and modification of several baseball fields, both natural grass and artificial turf. The baseball fields will be typically composed of the play field plus, bleachers, batter's box, catcher's box, dugouts, and on-deck circles. All the fields will have stadium, high mast lighting.

Project Address : 1447 9TH ST W, BRADENTON, FL 34205

The CPF funding will cover the soft and hard costs of the City Park project, upon completion of any environmental requirements of the grant - none are required at this time. There will be both design and construction administration activities, the consultant's engagement, and construction activities when grant funding becomes available to the City of Bradenton. These activities across all phases of the project will be eligible and meet the grant requirements. These funds will be used to support infrastructure costs and drainage improvements to the impacted area.

APPROVED BUDGET

SF424 – ESTIMATED FUNDING

Funding Name	Amount
Federal Estimated Funding	$1,000,000.00
Applicant Estimated Funding	$4,000,000.00
State Estimated Funding	$1,000,000.00
Local Estimated Funding	$7,500,000.00
Other Estimated Funding	$.00
Program Income Estimated Funding	$.00
Total	$13,500,000.00

CPF – ESTIMATED FUNDING

Funding Source	Estimated Funding
Construction Administration	$100,000.00
Construction	$600,000.00
Direct purchases	$300,000.00
Total	$1,000,000.00

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF COMMUNITY PLANNING AND DEVELOPMENT
JACKSONVILLE
Charles East Bennett Federal Building, 400 West Bay Street, Suite 1015, Jacksonville, FL, 32202

06/15/2026

Rob Perry
Director 01
City of Bradenton
101 12th Street W,
Bradenton, FL, 34205

SUBJECT: Fiscal Year 2024 Grant Agreement Transmittal

Dear Rob Perry:

This message transmits the grant materials for your organization's EDI Community Project Funding (CPF) grant.

- Fully executed CPF grant agreement and addendums

Federal Award Agreement

The Grant Agreement, signed by both the Authorized Representative of your organization and HUD, provides the terms and conditions for the CPF grant. The Grant Award Letter provides important information regarding the payment and reporting system, DRGR. These documents are located in the "Documents" section of the "Manage Grant Package" in the DRGR.

You are reminded that you, as grantee, are solely responsible for ensuring that all grant funds [used by you or any subgrantees] are used in accordance with all program requirements. By executing the Federal Award Agreement, you are entering into a legally binding agreement with HUD to use the awarded funds and carry out the funded activities in accordance with all Federal statutes, regulations, Federal Register notices, and award terms and conditions that apply to those funds and activities.

Next Steps: Submitting your Action Plan

Now that you have a fully executed grant agreement, you must complete an Action Plan in DRGR before you can submit a voucher and draw funds. DRGR will automatically import the project narrative and budget from the Grant Package to the Action Plan. Additionally, you

should provide in your Action Plan the activities and respective fund allocations and performance measures aligned with your project's narrative and budget.

Once the Action Plan is completed, your organization can submit it for HUD's review. DRGR notifies you when the Action Plan is approved.

HUD congratulates City of Bradenton on your grant award(s), and we look forward to assisting you in accomplishing your program goals. If you have any questions or need further information or assistance, please contact your assigned Field Office representative or email our Office using contact information provided here: HUD Contact Information for CPF Grantees (https://www.hud.gov/sites/dfiles/CPD/documents/Community-Project-Funding-Portfolio-Assignments.pdf).

Sincerely,

Lori Serino

Lori Serino,
CPD Field Office Director

Enclosure(s)

AGENDA ITEM NO. 6.i

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: July 22, 2026

SUBMITTED BY: Tamara Melton, Clerk

ITEM TYPE: Minutes

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Minutes from the May 27, 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 27, 2026, City Council meeting.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the minutes from the May 27, 2026, City Council Meeting.

ATTACHMENTS:
05-27-2026 City Council Meeting Minutes

CITY OF BRADENTON
CITY COUNCIL MEETING MINUTES
May 27, 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 27, 2026.

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

City Officials: Rob Perry, City Administrator; Lance Williams, Chief Operating Officer; 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 Father Mike Brady with Christ Episcopal Church.
(The City does not endorse the religious beliefs of any speaker.)

The meeting was called to order by Mayor Gene Brown at 8:33 a.m.

PROCLAMATIONS:

a) Legislative: Code Enforcement Officers' Appreciation Week

Volker Reiss, Code Enforcement Manager, accepted the proclamation along with the Code Enforcement officers.

b) Legislative: Faith and Family Month

Amanda Ballard, Manatee County Commissioner District 2, and Dan West, Mayor of the City of Palmetto accepted the proclamation.

PRESENTATIONS:

a) Legislative: State of the Manatee County Shelters - Presented by Commissioner Amanda Ballard

Commissioner Ballard provided updates on Manatee County’s shelter initiatives, highlighting current progress and future plans for programs dedicated to eliminating homelessness in the community.

Mayor Brown underlined the importance of the updates and the options of programs available to assist residents struggling with substance abuse. He expressed support for the programs mentioned by Commissioner Ballard and praised the ability to offer meaningful help without enabling individuals.

Councilwoman Gonzalez Moore praised the work and initiative of Commissioner Ballard and asked about metrics of the program and if there was a long-term plan for funding. Commissioner Ballard announced that an Opioid Abatement Coordinating Council (OACC) was assembled to create a plan for long term funding options.

Councilwoman Barnebey thanked Commissioner Ballard for her efforts and was pleased to see a program that addressed the reasons citizens initially became homeless.

Councilman Schuessler and Councilwoman Coachman thanked Commissioner Ballard for her work, dedication, and the updates.

Vice Mayor Kocher praised the programs and felt that faith-based organizations supported long-term success.

Brian Thiers, Assistant Police Chief, spoke about the elements of homelessness in Manatee County.

Commissioner Ballard gave an update on Turning Points and said that the organization was moving to a larger facility and would shift their focus to homeless prevention.

CITIZEN COMMENTS:

Kyle Grimes, attorney with Grimes Galvano, PL, and representing Jordan Creek East LLC, requested a continuance of Resolution 26-28 which was the denial for Application PLN-MAJ-26-0001 for a Major Amendment to the Jordan Creek East Planned Development Plan. He stated that the applicant wanted the opportunity to work with City staff and make modifications to address the concerns raised in the denial of the application.

CONSENT AGENDA:

a) Administrative Services: Resolution 26-44 - State Housing Initiatives Partnership (SHIP) Housing Rehabilitation Loan
b) Administrative Services: Resolution 26-46 - State Housing Initiatives Partnership (SHIP) Housing Rehabilitation Loan
c) Event Review Committee: FIFA World Cup Block and Viewing Party
d) Event Review Committee: Save Our Sons Walk-a-Thon
e) Event Review Committee: The Big Father's Day 5K
f) Legislative: Resolution 26-47 - Affordable Housing Advisory Committee Appointment

g) Planning & Community Development: Resolution 26-28 - Denial for the Application PLN-MAJ-26-0001 for a Major Amendment to the Jordan Creek East Planned Development Plan
h) Police: 2026-2027 School Resource Officer Program Agreement
i) Public Works & Utilities: Amendment to the Traffic Signal Maintenance and Compensation Agreement with the Florida Department of Transportation (FDOT)
j) Public Works & Utilities: Change Order 2 for Eastside Drainage Improvements
k) Public Works & Utilities: GT Bray Park EMS Station TECO Easement
l) Public Works & Utilities: Interlocal Agreement (ILA) with Manatee County for Installation, Maintenance, and Use of an Alternative Potable Water Supply Line for Blake Hospital

MOTION TO APPROVE THE CONSENT AGENDA WITH THE EXCEPTION OF ITEM G was made by Councilwoman Barnebey and seconded by Vice Mayor Kocher. The motion passed 5-0.

Councilwoman Barnebey asked City Attorney Scott Rudacille for clarification on the Council's options regarding Resolution 26-28. Mr. Rudacille advised that the Council could introduce a motion for reconsideration, which, if approved, the applicant could have the item on a future agenda for a public hearing.

Councilman Schuessler felt that the Council should reconsider the matter, and that the applicant had listened to their concerns in order to improve the project.

MOTION FOR RECONSIDERATION OF PLAN AMENDMENT APPLICATION PLN-MAJ-26-0001 was made by Councilman Schuessler and seconded by Vice Mayor Kocher. The motion passed 5-0.

Councilwoman Barnebey emphasized that the project needed to be vastly improved when brought back before the Council and shared her concerns for residents from the previous public hearing.

Vice Mayor Kocher expressed her hopes for a better project submission and her concerns for the nearby residents and City staff associated with the application process.

Councilwoman Coachman stated that whether this plan was approved or not there should be further discussion about widening the nearby roads.

Councilwoman Gonzalez Moore hoped that the developer work with Manatee County to improve about the ingress and egress of the site.

BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS:

a) Planning & Community Development: ORDINANCE 4073 - SECOND READING AND PUBLIC HEARING 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.

Staff Report:

"This application was submitted with a concurrent application to designate the property with the Suburban Commercial Corridor zoning classification.

The Suburban Commercial Corridor zoning classification allows uses that align with those mentioned in the description of the Suburban Commercial Corridor Future Land Use classification. Suburban Commercial Corridor zoning and Suburban Commercial Corridor future land use are highly compatible.

On April 15, 2026, the City of Bradenton Planning Commission voted unanimously to recommend approval of the zoning designation."

b) Planning & Community Development: ORDINANCE 4074 - SECOND READING AND PUBLIC HEARING 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.

Staff Report:

"Overall, it appears that SCC is a reasonable zoning classification given the adjacent City classification. SCC zoning is highly compatible with SCC Future Land Use, which has also been requested. On April 15, 2026, the Planning Commission voted unanimously to recommend approval."

Jamie Schindwolf, Senior Planner, presented information on Ordinance 4073 and Ordinance 4074. She explained the property was recently annexed into the City and was required to be

assigned a future land use designation and a zoning classification under the City of Bradenton regulations.

Bob Gause, agent for the applicant, stated he worked with staff through the process and was able to answer any questions.

The public hearing was opened for Ordinance 4073 and Ordinance 4074, 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 4073 was made by Councilwoman Barnebey and seconded by Vice Mayor Kocher. The motion passed 5-0.

MOTION TO APPROVE ORDINANCE 4074 was made by Councilman Schuessler and seconded by Councilwoman Coachman. The motion passed 5-0.

The meeting was recessed at 9:48 a.m. and then reconvened at 9:53 a.m.

c) Planning & Community Development: Quasi-Judicial: ORDINANCE 4067 SECOND READING AND PUBLIC HEARING 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."

d) Planning & Community Development: PLN-DVA-26-0001 LOCAL DEVELOPMENT AGREEMENT (LDA) - SECOND PUBLIC HEARING Approval of a Development Agreement between the City of Bradenton and Amres Investments, LLC pursuant to Section 163.3227, Florida Statutes and approval of a density increase in the Urban Core Future Land Use Category pursuant to Policy 1.2.1 of the Future Land Use Element of the City of Bradenton's Comprehensive Plan.

Jamie Schindewolf, Senior Planner, presented information related to the applicant's request for a change to the future land use from Urban Central Business Core to Urban Core and a Local Development Agreement (LDA). 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. Her presentation included a parcel map, criteria, and comparison facts about the two land use categories. She pointed out this was not a rezoning and the Planning Commission voted unanimously to recommend approval.

Ms. Schindewolf informed the Council that the applicant added information about a hurricane mitigation plan since the first reading and it stated that the development met the required 12-hour evacuation time by having a 9.5-hour evacuation time.

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. 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 for Ordinance 4067 and PLN-DVA-26-001 Local Development Agreement and those who wished to speak were invited to the podium. No one came forward and the public hearing was closed.

Councilwoman Gonzalez Moore asked about parking spaces and the types of businesses that were planned for the mixed-use part of the project. She voiced concerns about the traffic and wanted more details on the walkability of the project.

Ms. Estigarribia stated that the proposed garage will provide parking in excess of the required amounts and the plan for the garage was governed by the City's land use regulations.

Michael Yates, Palm Traffic, addressed the location of the ingress and egress points of the site.

Larry Cardinal, representing the Allen Morris Company, explained that the development would feature an on-site rideshare area and focus on walkability with a public-oriented design.

Vice Mayor Kocher was concerned that the landscaping did not include more shade or canopy trees, not solely palm trees. Ms. Estigarribia presented renderings of the proposed landscaping.

Erica Augello, Conflict Counsel, recommended three motions for the LDA and Ordinance 4067.

MOTION TO APPROVE ORDINANCE 4067 was made by Councilman Schuessler and seconded by Councilwoman Coachman. The motion passed 5-0.

MOTION TO APPROVE THE INCREASED DENSITY TO ALLOW THE DENSITY BONUS INCREASE UP TO 200 UNITS was made by Councilman Schuessler and seconded by Vice Mayor Kocher. The motion passed 5-0.

MOTION TO APPROVE THE LOCAL DEVELOPMENT AGREEMENT WITH AMRES INVESTMENTS, LLC PURSUANT TO SECTION 163.3227, FLORIDA STATUTES was made by Councilman Schuessler and seconded by Vice Mayor Kocher. The motion passed 5-0.

e) Legislative: ORDINANCE 4077 - FIRST READING
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.

f) Legislative: ORDINANCE 4078 - FIRST READING

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.

Councilwoman Gonzalez Moore asked about using a charter review process. Mayor Brown noted that the charter was recently updated to gender-neutral language and suggested that any changes to the review process be introduced in the next election cycle; he advised against delaying Ordinances 4077 and 4078 for a charter review. Mr. Rudacille explained that the City had no automatic review process, and the Council could propose one.

NEW BUSINESS BY DEPARTMENT HEADS, CITY ATTORNEY AND COUNCIL:

a) City Administration: Agreement of Purchase & Sale for 308 13th Street West

Lance Williams, Deputy City Administrator/Chief Operating Officer, explained the purchase of the property and partial purpose was for the relocation of Lift Station 8.

Mr. Rudacille clarified that there were two parcel numbers included in the Purchase and Sale Agreement for the property and the legal description was modified in the agreement to reflect both parcels.

MOTION TO APPROVE THE AGREEMENT OF PURCHASE AND SALE FOR 308 13TH STREET WEST, AND AUTHORIZE THE MAYOR TO EXECUTE THE SAME, AND FURTHER AUTHORIZE THE MAYOR TO EXECUTE THE CLOSING DOCUMENTS NECESSARY TO EFFECTUATE THE SALE UPON THE COMPLETION OF DUE DILLIGENCE was made by Councilwoman Gonzalez Moore and seconded by Councilman Schuessler. The motion passed 5-0.

b) City Administration: Change Order Number 13 Revision 2 with AECOM for the Bradenton Police Department Headquarters

Mr. Williams explained that the change order extended AECOM services to December 1, 2026, and Administration staff negotiated the price to a lower amount.

MOTION TO APPROVE CHANGE ORDER NUMBER 13 REVISION TWO WITH AECOM FOR THE BRADENTON POLICE DEPARTMENT HEADQUARTERS was made by

Councilwoman Coachman and seconded by Councilwoman Gonzalez Moore. The motion passed 5-0.

c) City Administration: Change Order Number 4 with NDC Construction for the Bradenton Police Department Headquarters

Mr. Williams stated the change order was a reduction in the contract amount through direct supply purchasing opportunities.

MOTION TO APPROVE THE CONTRACT CHANGE ORDER NUMBER FOUR TO NDC CONSTRUCTION FOR THE DEDUCTIVE AMOUNT OF $332,367.07 FOR A NEW CONTRACT AMOUNT OF $29,889,406.56 AND AUTHORIZE THE MAYOR TO EXECUTE ON BEHALF OF THE CITY was made by Councilwoman Gonzalez Moore and seconded by Councilwoman Barnebey. The motion passed 5-0.

d) City Administration: Resolution 26-48 - Community Development Block Grant Disaster Recovery Program Funds (CDBG-DR) Infrastructure Projects
e) City Administration: Resolution 26-49 - Community Development Block Grant Disaster Recovery Program Funds (CDBG-DR) Housing Project

Mr. Williams provided details about Resolution 26-48 and 26-49 and explained that Manatee County received funding through the United States Department of Housing and Urban Development (HUD) for disaster relief and provided the amounts that would be allocated to municipalities within the county. He explained that the application process was opened, and Resolution 26-48 was related to infrastructure and Resolution 26-49 was related to housing.

Following a brief discussion regarding project rankings, **MOTION TO APPROVE RESOLUTION 26-48** was made by Councilwoman Coachman and seconded by Councilwoman Barnebey. The motion passed 5–0.

MOTION TO APPROVE RESOLUTION 26-49 was made by Councilwoman Barnebey and seconded by Councilwoman Coachman. The motion passed 5-0.

UNFINISHED BUSINESS:

Mr. Perry presented the First Amendment to Purchase and Sale Agreement with PHBGF Ventures, LLC, which was not on the agenda.

Mr. Rudacille explained that the purpose of the amendment was to extend the due diligence period beyond June 1, 2026. He stated that the agreement's original provisions required the City to enter into the agreement following the due diligence deadline, and the development incentives included in those provisions had not been completed, so it was necessary to extend the due diligence period to July 24, 2026.

Councilwoman Barnebey voiced concerns about introducing an item not on the agenda.

There was a discussion regarding waiving of impact fees on affordable housing projects.

Mr. Rudacille suggested that the impact fee item would be on the June 10, 2026, agenda.

Mayor Brown opened the public comment portion for anyone who wished to speak on the First Amendment to Purchase and Sale Agreement with PHBGF Ventures, LLC. No one came forward and the public comment portion was closed.

MOTION TO APPROVE THE FIRST AMENDMENT TO THE PURCHASE AND SALE AGREEMENT was made by Vice Mayor Kocher and seconded by Councilwoman Coachman.

DEPARTMENT HEAD REPORTS:

a) Information Technology: MyBradenton 311 App

Karen Lanke, IT Director, and Teresa Armstrong, IT Project Manager, presented the MyBradenton 311 application (app) and announced it was now available through the mobile application store. Ms. Armstrong described all the ways to use the app and how it increased the efficiency and felt the app aligned with the City's "Face It, Fix It" initiative.

COUNCIL REPORTS:

Councilwoman Coachman mentioned the importance of communication then reminded everyone that the school year concluded and be watchful for children playing while driving.

Vice Mayor Kocher asked that everyone remember to use kindness and civility during the political season. She was proud to be a part of the Bradenton community.

Councilwoman Barnebey offered her congratulations to all recent high school graduates and expressed her gratitude to the Manatee County Veterans Council and the American Legion Post for their Memorial Day events. She extended her deepest sympathies to the family of Wayne Beck due to his recent passing. Lastly, she addressed short-term rentals, reminding residents that the City has specific regulations in place.

Councilman Schuessler stressed the importance of active family participation.

Councilwoman Gonzalez Moore spoke about economic development and being mindful of certain things when moving forward with new developments.

Councilman Schuessler mentioned commercial properties and code enforcement and that he received calls from residents complaining about commercial buildings.

Robin Singer, Planning and Community Development Director, stated that the code enforcement department was currently focused on removing abandoned signs from past storms. Additionally, she announced plans to launch a new program in the downtown area to give residents advance notice of upcoming inspections, allowing them the opportunity to correct any violations beforehand.

The meeting was adjourned by Mayor Gene Brown at 12:08 p.m.

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

AGENDA ITEM NO. 6.j

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: July 22, 2026

SUBMITTED BY: Tamara Melton, Clerk

ITEM TYPE: Minutes

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Minutes from the June 10, 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 June 10, 2026, City Council meeting.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the minutes from the June 10, 2026, City Council Meeting.

ATTACHMENTS:
06-10-2026 City Council Meeting Minutes

CITY OF BRADENTON
CITY COUNCIL MEETING MINUTES
June 10, 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, June 10, 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; Brian Canaday, Assistant Fire Chief; Robin Singer, Planning and Community Development Director; Irvin Lee, Public Works and Utilities Director; Karen Lanke, IT Director; Nilsa Taylor, Director of Administrative Services; Tamara Melton, City Clerk; and Scott Rudacille, City Attorney.

The pre-meeting invocation was led by Vice Mayor Jayne Kocher.
(The City does not endorse the religious beliefs of any speaker.)

The meeting was called to order by Mayor Gene Brown at 8:33 a.m.

PROCLAMATIONS

a) Legislative: National Garden Week

Representatives from the Manatee River Garden Club accepted the proclamation and thanked the City of Bradenton for its support over the years.

b) World Elder Abuse Awareness Day

Brian Thiers, Assistant Police Chief, accepted the proclamation with the Elder Fraud Unit. He complemented the unit on the amazing job they do to protect the most vulnerable residents.

Officer Deana McNeal of the Elder Fraud Unit thanked the City for the continued support of the program.

PRESENTATIONS

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

Elizabeth Cordes, Bradenton Area EDC, requested the formal adoption of the Dover Kohl Visioning Plan. She noted that the EDC had addressed the Council's previous concerns and made the necessary changes. She added that the Visioning Plan was an essential tool for the

EDC to assemble a comprehensive economic development strategy and help guide the City forward.

Shirar O'Conner, President and Chief Executive Officer of the Bradenton EDC, introduced herself and provided an outline of thoughts and strategies to use as a starting point for deliverables.

MOTION TO ADOPT THE DOVER KOHL VISIONING PLAN was made by Councilwoman Coachman and seconded by Councilman Schuessler. The motion passed 5-0.

Mayor Brown called a recess at 8:49 a.m. and then reconvened the meeting at 8:54 a.m.

CITIZEN COMMENTS: None.

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
b) City Administration: Resolution 26-53 - Revised Surplus Property Inventory List
c) Clerk: Minutes from the May 6, 2026, City Council Workshop
d) Clerk: Minutes from the May 13, 2026, City Council Meeting
e) Legislative: Adopt-A-Shore Marine Debris/Litter Removal Agreement with Teen Court Program
f) Planning & Community Development: Budget Adjustment BA26-04
g) Planning & Community Development: Resolution 26-50 - Amending Building Permit Fees
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
i) Public Works & Utilities: Change Order No. 8 for the Water Reclamation Facility (WRF) 4th Clarifier
j) Public Works & Utilities: Utility Easement and Right-of-Way Dedication at 2nd Street East and 5th Avenue Drive East
k) Public Works & Utilities: 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.
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.
n) Purchasing: Fourth Contract Extension of PB-22-042MK with Biosafe Systems, Inc.

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

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).

Robin Singer, Planning and Community Development Director, explained that the applicant requested a Special Use Permit for a private dock. She provided details about the dock construction which included photographs, survey, and the criteria needed for approval.

Staff Report:

"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.

The proposed use appears to meet the criteria for Special Use approval."

Scott Rudacille, City Attorney, explained that the Special Use Permit was subject to criteria that had to be balanced with the property owner's riparian rights. Consequently, he added, the encroachment of the mangroves was permitted, provided that the criteria were reasonable.

Councilwoman Gonzalez Moore stated that she had experience assisting clients with Florida Department of Environmental Protection (FDEP) permits, and the process of proving riparian

rights was extensive. She expressed encouragement knowing that the applicant had successfully secured an FDEP permit.

Mark Parsons, Duncan Seawall, Dock and Boat Lift, LLC and agent for the applicant, stated they had met all state requirements and were currently awaiting permit approval from the U.S. Army Corps of Engineers. He explained that a certified arborist would oversee a three-year monitoring process to ensure proper mangrove regrowth. Mr. Parsons shared that the construction methods used would cause minimal disruption to local wetlands and wildlife, and that the mitigation process included removing invasive species to improve overall mangrove health.

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.

Greg DeLong, Planning and Community Development Assistant Director, stated that he and other City staff verified the approval of the permit with the FDEP.

MOTION TO APPROVE RESOLUTION 26-41 WITH THE STIPULATIONS RECOMMENDED BY STAFF was made by Councilwoman Gonzalez Moore and seconded by Councilwoman Coachman. The motion passed 5-0.

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.

Mayor Brown asked Mr. Rudacille whether the wording in the ordinance was the best way to meet requirements and withstand legal challenges without impacting other mayoral provisions in the City Charter. Mr. Rudacille explained that removing the "ex-officio president of the council" designation was necessary because even non-voting council members could still be subject to the Sunshine Law.

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 4077 was made by Vice Mayor Kocher and seconded by Councilman Schuessler. The motion passed 5-0.

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.

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 4078 was made by Councilwoman Barnebey and seconded by Councilwoman Coachman. The motion passed 5-0.

Mayor Brown called a recess at 9:50 a.m. and then reconvened the meeting at 9:59 a.m.

NEW BUSINESS BY DEPARTMENT HEADS, CITY ATTORNEY AND COUNCIL

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

Lance Williams, Deputy City Administrator/Chief Operating Officer, summarized the details of Resolution 26-54. He stated that the resolution included assessment information for the Ironwood residents, deadlines for notices, and schedule requirements for public hearing publications.

Mayor Brown stated the Water Main Replacement project was started at requested of the Ironwood Homeowners Associations and the community outreach process ran smoothly.

Councilwoman Barnebey expressed the importance of Resolution 26-54 and stressed the necessity of communicating the history of the project with new residents.

MOTION TO APPROVE RESOLUTION 26-54 AS PRESENTED was made by Councilwoman Barnebey and seconded by Vice Mayor Kocher. The motion passed 5-0.

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

Rob Perry, City Administrator, presented Phase 1 of the proposed plan for a new Public Works Annex. He explained the facility's layout and felt that the plan was a more cost-effective choice.

MOTION TO APPROVE THE CONTRACT WITH SWEET SPARKMAN ARCHITECTS FOR PHASE 1 AS AMENDED OF THE DESIGN AND CONSTRUCTION ADMINISTRATION OF THE NEW PUBLIC WORKS COMPLEX was made by Councilwoman Coachman and seconded by Councilwoman Barnebey. The motion passed 5-0.

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

Mr. Perry spoke about drinking water and wastewater infrastructure and how these plans laid out a 20-year process to maintain the systems.

Scott Shannon with Woodard and Curran, spoke about the types of funding and programs that were completed and said because much of the leg work and permits were done, the process would move along quickly.

MOTION TO APPROVE AGREEMENT 26-031EJ WITH WOODARD & CURRAN FOR THE WATER RECLAMATION FACILITY AND COLLECTION SYSTEM FACILITIES PLAN AS PRESENTED was made by Councilwoman Barnebey and seconded by Vice Mayor Kocher. The motion passed 5-0.

MOTION TO APPROVE AGREEMENT 26-030EJ FOR THE WATER TREATMENT PLAN AND DISTRIBUTION SYSTEM FACILITIES PLAN was made by Councilman Schuessler and seconded by Councilwoman Barnebey. The motion passed 5-0.

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

Mr. Perry discussed the impact fees associated with the Met 2 and Met 3 projects. He outlined the incentives for work force housing and laid out the options council members had concerning impact fees.

There was discussion between Mr. Perry and the Council about the importance of continuing to support development and affordable housing in the City.

Councilman Schuessler recommended establishing a policy regarding impact fees.

Vice Mayor Kocher felt that reducing impact fees was not about providing subsidies to a builder but was a strategic investment to make the project financially feasible while delivering tangible benefits for residents.

Jeff Burton, Community Redevelopment Agency (CRA) Executive Director, explained that the CRA could cover a portion of the impact fees because the property met the criteria. He suggested that the CRA fund 70% of the impact fees since that was the percentage of workforce housing planned for both projects.

Marshall Gobuty, Pearl Homes, said that he had presumed the impact fee waiver was included in the contract and felt that the project represented a significant investment in the community. During his presentation, Mr. Gobuty shared project renderings along with financial data regarding rental amounts and community benefits.

Mr. Rudacille provided guidance on the motion if they chose to advance the amendment for the CRA to address. He explained there was a Land Use Regulation Agreement (LURA) attached to the purchase agreement which added the City to address impact fees. Therefore, he continued, if the City chose to now waive the fees, then the City should not be included on the LURA.

MOTION TO REJECT THE SECOND AMENDMENT TO THE PURCHASE AND SALE AGREEMENT was made by Councilwoman Barnebey and seconded by Vice Mayor Kocher. The motion passed 5-0.

Councilwoman Barnebey mentioned that this item would be discussed further at the CRA meeting later that day.

f) City Administration: Second Amendment to Purchase and Sale Agreement between City of Bradenton and PHBGF Ventures, LLC

MOTION TO APPROVE THE SECOND AMENDMENT TO THE PURCHASE AND SALE AGREEMENT WITH THE CONTINGENCY THAT THE BUYER WOULD OBTAIN APPROVAL FROM THE CRA BOARD FOR THE CRA TO CONTRIBUTE 70% OF THE IMPACT FEES FOR THE PROJECT was made by Vice Mayor Kocher and seconded by Councilman Schuessler. The motion passed 5-0.

UNFINISHED BUSINESS: None.

COUNCIL REPORTS:

Vice Mayor Kocher spoke about the City Park Groundbreaking Ceremony on June 9, 2026, and was looking forward to the project completion.

Councilwoman Barnebey was excited for the City Park project and all that it would bring to the area. She mentioned Lewis Park and recent vandalism. She congratulated Mayor Brown and Mrs. Brown on their anniversary and then wished him a happy birthday.

Councilman Schuessler mentioned the City Park Groundbreaking Ceremony and the forward momentum of the City. He announced that he attended the Institute of Elected Municipal Officials (IEMO) training hosted by Florida League of Cities.

Councilwoman Gonzalez Moore was proud of the City Park project and spoke about the benefits to the community. She reminded everyone about hurricane season and announced that the Tampa Bay Regional Planning Council was hosting the Project Phoenix Summary Webinar on June 26, 2026, at 12:00 p.m.

Councilwoman Coachman announced that she attended a Habitat for Humanity home dedication and was proud that the family was able to stay in their long-time residence. She spoke about City Park and how excited she was about how the project would transform the area. She announced that the Bradenton Marauders would host the Nine Devils Tribute Night at LECOM Park on June 14, 2026, and June 19, 2026, would be First Responders Appreciation Night. She concluded by wishing all fathers a wonderful Father's Day.

Mayor Brown spoke about the Habitat for Humanity home dedication and was delighted to be a part of the event. He announced that Flag Day was on June 14, 2026, and encouraged everyone to display their American flags with pride. He announced that the cities of Bradenton and Palmetto were hosting a large Independence Day event on the river. He mentioned Nelly Korda, a Bradenton native and professional golfer, and suggested having a "Nelly Korda Day" in the future.

DEPARTMENT HEAD REPORTS:

Mr. Williams shared that he was proud of his team and all their efforts with the City Park project.

The meeting was adjourned by Mayor Gene Brown at 1:05 p.m.

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

AGENDA ITEM NO. 6.k

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: July 22, 2026

SUBMITTED BY: Todd Campbell, Community Redevelopment Agency

ITEM TYPE: Miscellaneous

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Designation of 530 13th Street West as a Historically Relevant Site

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The Community Redevelopment Agency (CRA) received an application for a Historical Preservation grant from JEM Collective 530 LLC. (applicant). The applicant is requesting funds to assist in the redevelopment of the building located at 530 13th Street West (Parcel ID 3299700059). The CRA Grant application requires that the site be deemed as historic. Section 4.12 of the CRA Sustainable Redevelopment Grants allows for the Governing Body to deem a structure or site historically relevant.

CRA staff asks the City Council to consider designating the property at 530 13th Street West historically relevant.

FINANCIAL IMPACT:
N/A

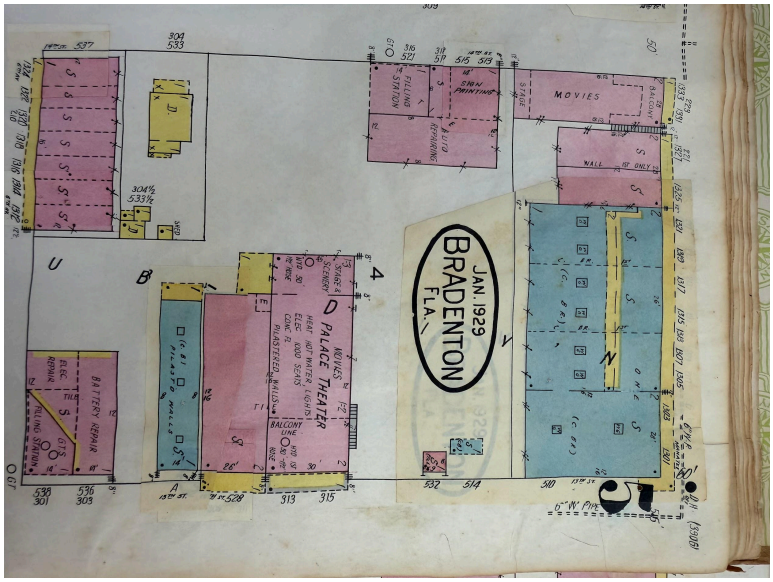
ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve or deny the designation of 530 13th Street West as historically

significant.

ATTACHMENTS:
530 13th Street West Building History Information

Historic Significance and Building History Narrative
522–530 13th Street West,
Bradenton, Florida



The building located at 522–530 13th Street West is a significant surviving commercial structure within Bradenton's historic downtown core. Constructed in 1922, the building occupies a meaningful location just south of Manatee Avenue and near the Manatee County Courthouse, within the downtown commercial district that helped shape Bradenton's civic, retail, and cultural identity during the early twentieth century.

The property is especially important because of its connection to the historic Palace Theatre and later Capri Theatre block. The address at 522 13th Street West is associated with the Palace Theatre, which opened in 1924 and later became known as the Capri Theatre. The theatre was one of downtown Bradenton's major entertainment destinations and served as a gathering place for residents, families, workers, and visitors during a period when downtown theatres were central to community life. With its large seating capacity and downtown location, the Palace Theatre helped make this block a cultural anchor in Bradenton's commercial center.


PALACE THEATRE SECTION

MANATEE RIVER JOURNAL-HERALD

OPENING OF PALACE THEATRE THURSDAY

PLAYHOUSE HERE IS THE FINEST IN ALL THE STATE

Your New Palace THEATRE

MODERATE PRICE WILL BE RULE AT PALACE THEATRE

The later Capri Theatre era added another chapter to the building's downtown story. The theatre was remodeled in the mid-twentieth century and remained part of the public memory of 13th Street through multiple periods of operation. Although the original theatre use eventually ended, the association of 522 13th Street West with the Palace and Capri Theatre history gives the property a direct connection to Bradenton's early entertainment district and to the city's broader cultural development.

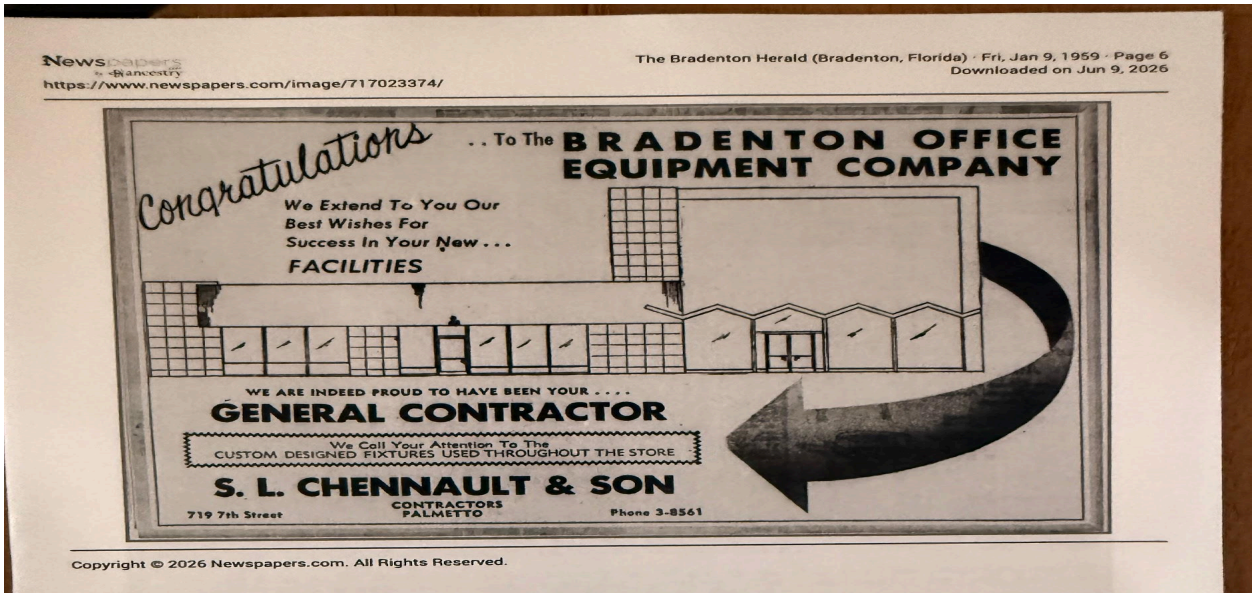
The building's significance is not limited to its theatre association. By the late 1950s, the property had entered a new phase as a center of downtown commerce. Bradenton Office Equipment Company was formally associated with 530 13th Street West beginning in 1959, placing the business within the building during a period when downtown Bradenton remained the center of local business, public administration, professional services, and commercial activity.


Newspapers by Ancestry
https://www.newspapers.com/image/682722848/
The Bradenton Herald (Bradenton, Florida) · Fri, Oct 8, 1937 · Page 11
Downloaded on Jun 9, 2026

Office Equipment Company's New Home

The new home of the Bradenton Office Equipment Company, one of Bradenton's leading business establishments, will be opened to the public Saturday morning. The owner of the business, Fred W. Kushmer, has been operating the Company for the past five years.

A January 9, 1959 Bradenton Herald advertisement provides important visual and documentary evidence of this mid-century commercial transformation. The advertisement congratulated Bradenton Office Equipment Company on its new facilities and identified S. L. Chennault & Son of Palmetto as the general contractor. The advertisement also called attention to custom-designed fixtures used throughout the store and included an architectural rendering of the new storefront. This record helps establish that the building's current façade is not merely a later alteration, but part of a documented 1959 modernization tied to a long-standing local business.


Newspapers by Ancestry
https://www.newspapers.com/image/717023374/
The Bradenton Herald (Bradenton, Florida) · Fri, Jan 9, 1959 · Page 6
Downloaded on Jun 9, 2026

Congratulations . . To The BRADENTON OFFICE EQUIPMENT COMPANY

We Extend To You Our Best Wishes For Success In Your New . . . FACILITIES

WE ARE INDEED PROUD TO HAVE BEEN YOUR . . . .

GENERAL CONTRACTOR

We Call Your Attention To The CUSTOM DESIGNED FIXTURES USED THROUGHOUT THE STORE

S. L. CHENNAULT & SON

CONTRACTORS PALMETTO

719 7th Street Phone 3-8561

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The 1959 façade is significant because it reflects a common and important chapter in downtown commercial architecture. Many early twentieth-century buildings were updated in the postwar period as downtown businesses sought to remain modern, visible, and competitive. The building at 522–530 13th Street West therefore tells a layered story: an early 1920s commercial structure, a theatre-block association from Bradenton's entertainment era, and a mid-century business modernization that reflected the changing needs of downtown retail and office commerce.



Newspapers by Ancestry
https://www.newspapers.com/image/718542563/

The Bradenton Herald (Bradenton, Florida) · Thu, May 27, 1982 · Page 46

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Bradenton Office Equipment makes it easy

Ordering your office supplies is as simple as picking up the telephone—if you make that call to Bradenton Office Equipment. Helpful Linda Metts will take your phone order, and she'll make sure your order is filled promptly. "We'll even deliver your order to your business at no charge," she says.

This is the type of first-rate service that has characterized Bradenton Office Equipment since the store's founding over 56 years ago. Along with their reputation for speedy, friendly service, Bradenton Office Equipment has also earned high marks for the wide selection of office supplies, machines and furniture they offer. In fact, no matter what you need for your office, you'll find it at Bradenton Office Equipment, along with many items appropriate for home use, too.

The next time you need office products, give Linda a call at 748-0291, or visit Bradenton Office Equipment at 530 13th St., W. They're open 8:30 a.m. to 5 p.m. to serve you.

Bradenton Office Equipment's Linda Metts is waiting to take your telephone order.

Bradenton Office Equipment Company appears to have played a sustained role in the downtown business community. State corporate records associate the company with 530 13th Street West for decades, and related local records indicate that the company served both private and public-sector customers. This reinforces the building's role as part of the practical business infrastructure of downtown Bradenton. It was not simply a storefront; it was a working commercial address connected to the daily operations of local offices, institutions, and government activity.

The building's later history also reflects continued adaptation. In 1975, Ace Amusements Inc., of Florida was registered at 522 13th Street West, a use that appears consistent with the property's entertainment-related history at that address. More recent commercial materials identify the building as three storefronts, corresponding to 530, 526, and 522 13th Street West, with continued retail, office, and food-service potential. This ongoing pattern of reuse demonstrates the building's durability and its ability to serve changing downtown needs over more than a century.

This layered history strengthens the case for historic recognition. The property reflects several important phases of Bradenton's downtown development: early twentieth-century commercial construction; association with the Palace and Capri Theatre block; mid-century modernization through Bradenton Office Equipment Company; later entertainment-related commercial activity; and continued storefront use within the historic downtown district.

The building also carries significance in the context of present-day revitalization. 13th Street West is re-emerging as an important downtown corridor with the potential to support dining, arts, entertainment, small business, and community gathering. Historic buildings such as 522–530 13th Street West provide the authentic physical foundation for that revival. Their value is not only architectural, but also cultural and economic. They preserve the scale, rhythm, and memory of downtown while offering flexible space for new public-facing uses.



Newspapers by ancestry
https://www.newspapers.com/image/718535850/

The Bradenton Herald (Bradenton, Florida) · Thu, Mar 25, 1982 · Page 34

Downloaded on Jun 9, 2026

Fine office furniture -- plus machines and supplies — can be found at Bradenton Office Equipment.

Helpful tips keep your business running smoothly

To run smoothly, businesses need efficient people. Keeping these people doing their jobs at maximum levels of efficiency requires good quality office equipment, machines and supplies. And that's just what you'll find at Bradenton Office Equipment, a family-owned company that has served Manatee County businesses since 1925.

Bradenton Office Equipment carries a complete line of office furniture in assorted price ranges, along with all the supplies you'll need to guarantee a business that runs smoothly. Desks, filing cabinets, safes and fire files are just a few of the items offered by this respected firm.

The sales staff will be happy to come out to your office to discuss your needs. Or, you're welcome to visit Bradenton Office Equipment at 530 13th St. W. from 8:30 a. m. to 5 p.m. Monday through Friday. "Or you can give us a call at 748-0291 to place your order over the phone," says owner Dean Kushmer, grandson of founder Fred W. Kushmer, Sr. Dean reminds you that free delivery is available.

Preservation and adaptive reuse of this building would reinforce Bradenton's identity while supporting new investment along 13th Street West. The property's history makes it especially well suited for a project that brings people back into the downtown core. Its past uses as part of a theatre block, a commercial office-equipment business, and a multi-tenant downtown storefront align naturally with a future centered on food, gathering, events, entrepreneurship, and civic activity.

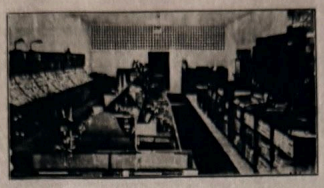
Historic designation would recognize the building as a contributing resource within Bradenton's downtown story. Its significance should not be measured only by whether every original 1922 architectural detail remains visible. Rather, the building should be understood as a layered historic resource whose value comes from continuity of place, documented commercial use, association with the Palace and Capri Theatre block, the 1959 mid-century façade modernization, and its long-standing role in the civic and business life of downtown Bradenton.

For these reasons, the building at 522–530 13th Street West merits consideration for historic recognition. It is a surviving downtown commercial building with documented ties to Bradenton's early entertainment district, mid-century business history, and present-day revitalization goals. Its preservation would honor the building's past while allowing it to serve a renewed public purpose for the next generation of downtown Bradenton.

Newspapers by Ancestry
https://www.newspapers.com/image/682722848/

The Bradenton Herald (Bradenton, Florida) · Fri, Oct 8, 1937 · Page 11
Downloaded on Jun 9, 2026

NOW IN OUR NEW HOME



The Bradenton Office Equipment Co.

530—13TH STREET

FORMAL OPENING
SATURDAY, OCTOBER 9th.

We are pleased to announce that we are now located in our newly completed home, located 530—13th Street. Here we have a larger, well lighted room, where we can give our customers a better service than ever before. We invite you to visit us tomorrow and inspect our new modern home.

Here you will find a complete line of office furniture and supplies...

ART METAL STEEL FILING CABINETS—SAFES and DESKS

WILSON-JONES LOOSE LEAF and BLANK BOOKS

MIMEOGRAPH and DUPLICATOR SUPPLIES

WOOD DESKS and CHAIRS

EATON-BERKSHIRE TYPEWRITER PAPER SOCIAL STATIONERY

TYPEWRITER, ADDING MACHINE RIBBONS and CARBON

Our Slogan: EVERYTHING FOR THE OFFICE...

GIFTS

FOR EVERYONE AND EVERY OCCASION...

Cambridge Glassware . . . Chase Copper and Chromiumware . . . Sheaffer, Parker, Wahl, Conklin Pens—Pen and Pencil Sets—Desk Sets

GREETING CARDS
Attractive, Well-worded Cards for Any Occasion

RENTAL LIBRARY
The Latest Fiction and Non Fiction Books . . . by Well Known Authors. 3 days 10c.

COMPLETE LINE
BOOKS
For Children Of All Ages

BRIDGE PLAYING CARDS
and TALLIES
. . . Also Monogram Bridge Cards

CRUSADER SCHOOL SUPPLIES
Everything for the School Child

FREE!
Your Name in 22 Karat Gold on Any Pen or Pencil selling for $2.00 or more.
A Choice of 10c
For Placing Name On Your Old Pen

Everything For The Office | **Gifts For All Occasions**

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THEN AND NOW



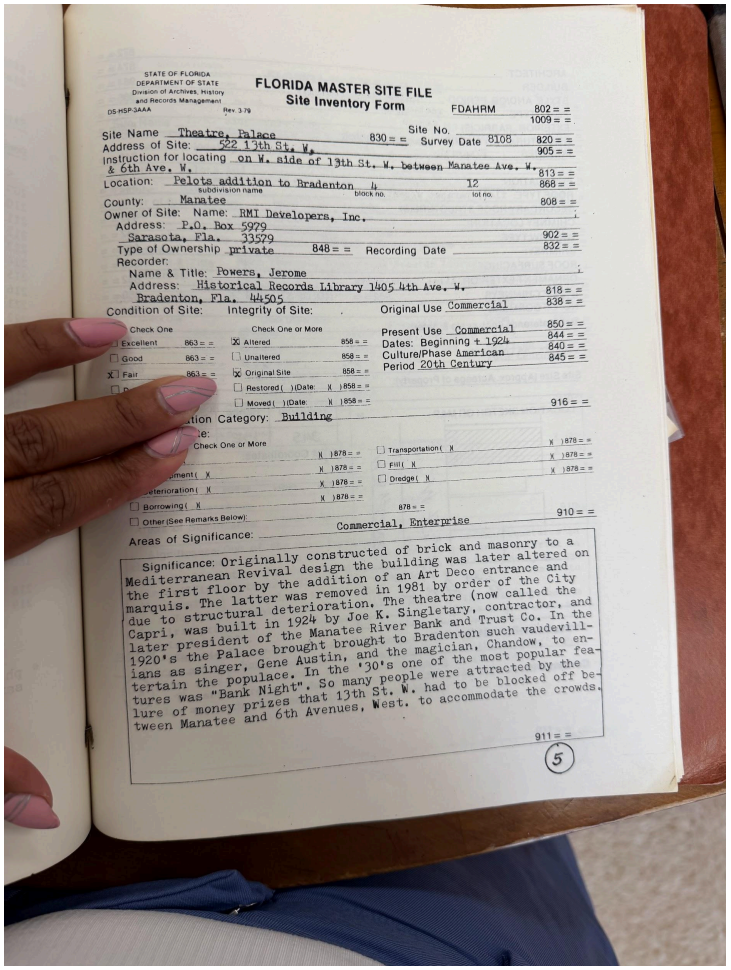
PAUL BARTLEY/The Herald

The photo at left taken in the mid-'60s shows 13th Street West looking south from Manatee Avenue to Sixth Avenue West. At the right side of the photo looking south was the Montgomery Roberts popular department store, Bill Doaks Sweet Shop, Hanlons Music Store, Pete Day's Mens Shop, the Capri Theater, Bradenton Office Equipment, several offices and Fosters Drug Store. The Dixie Grand hotel is visible in the background. The photo at right shows the same view with many of the buildings now gone. The Coast Bank in the background has had several tenants since the Dixie Grand implosion in 1974.



PAUL BARTLEY/The Herald

Then and Now, *which appears Saturdays, is written by* **Paul Bartley**. *He can be reached at 748-0411, ext. 2525.*



STATE OF FLORIDA
DEPARTMENT OF STATE
Division of Archives, History and Records Management
DS-HSP-3AAA Rev. 3-79

FLORIDA MASTER SITE FILE
Site Inventory Form

FDAHRM 802 = = / 1009 = =

Site Name Theatre, Palace 830 = = Site No. Survey Date 8108 820 = = / 905 = =
Address of Site: 522 13th St. W.
Instruction for locating on W. side of 13th St. W. between Manatee Ave. W. & 6th Ave. W. 813 = =
Location: Pelots addition to Bradenton (subdivision name) 4 (block no.) 12 (lot no.) 868 = =
County: Manatee 808 = =
Owner of Site: Name: RMI Developers, Inc.
Address: P.O. Box 5979
Sarasota, Fla. 33579 902 = =
Type of Ownership private 848 = = Recording Date 832 = =
Recorder:
Name & Title: Powers, Jerome
Address: Historical Records Library 1405 4th Ave. W.
Bradenton, Fla. 44505 818 = =
Condition of Site: Integrity of Site: Original Use Commercial 838 = =

Check One		Check One or More		Present Use Commercial	850 = =
☐ Excellent	863 = =	☒ Altered	858 = =	Dates: Beginning + 1924	844 = =
☐ Good	863 = =	☐ Unaltered	858 = =	Culture/Phase American	840 = =
☒ Fair	863 = =	☒ Original Site	858 = =	Period 20th Century	845 = =
☐ P		☐ Restored( )Date:	N 858 = =		
		☐ Moved( )Date:	N 858 = =		916 = =

...tion Category: Building
...e:

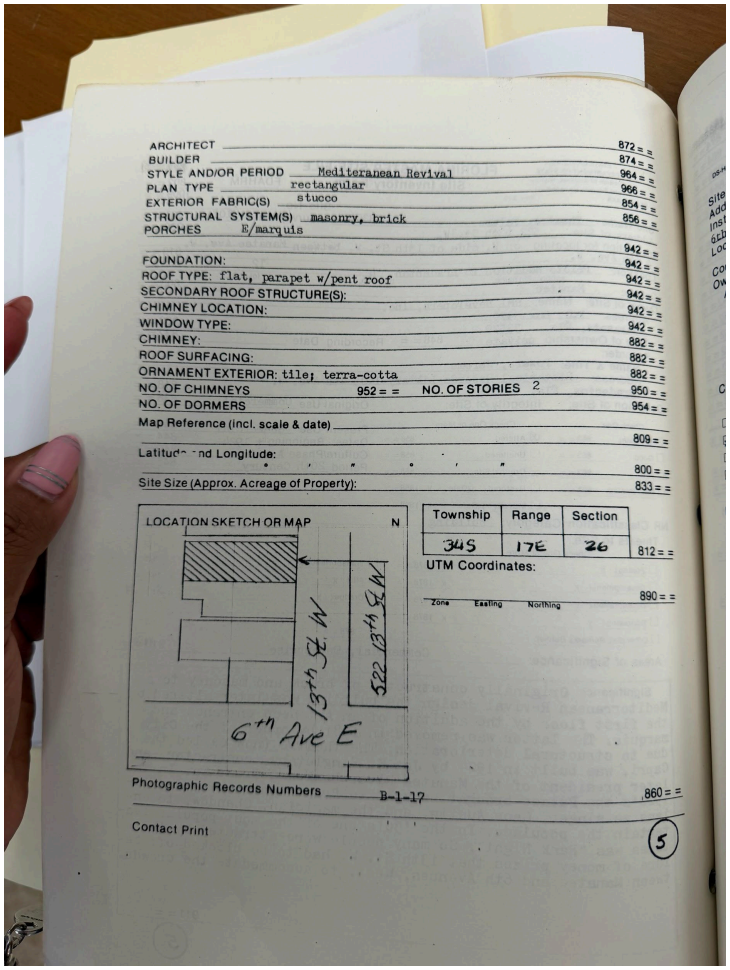
Check One or More			
	N 878 = =	☐ Transportation(N	X 878 = =
...ment(X	N 878 = =	☐ Fill(N	X 878 = =
...eterioration(X	X 878 = =	☐ Dredge(N	X 878 = =
☐ Borrowing(N	N 878 = =		
☐ Other (See Remarks Below):	878 = =		

Areas of Significance: Commercial, Enterprise 910 = =

Significance: Originally constructed of brick and masonry to a Mediterranean Revival design the building was later altered on the first floor by the addition of an Art Deco entrance and marquis. The latter was removed in 1981 by order of the City due to structural deterioration. The theatre (now called the Capri, was built in 1924 by Joe K. Singletary, contractor, and later president of the Manatee River Bank and Trust Co. In the 1920's the Palace brought brought to Bradenton such vaudevillians as singer, Gene Austin, and the magician, Chandow, to entertain the populace. In the '30's one of the most popular features was "Bank Night". So many people were attracted by the lure of money prizes that 13th St. W. had to be blocked off between Manatee and 6th Avenues, West. to accommodate the crowds.

911 = =

(5)



ARCHITECT 872 = =
BUILDER 874 = =
STYLE AND/OR PERIOD Mediteranean Revival 964 = =
PLAN TYPE rectangular 966 = =
EXTERIOR FABRIC(S) stucco 854 = =
STRUCTURAL SYSTEM(S) masonry, brick 856 = =
PORCHES E/marquis
942 = =
FOUNDATION: 942 = =
ROOF TYPE: flat, parapet w/pent roof 942 = =
SECONDARY ROOF STRUCTURE(S): 942 = =
CHIMNEY LOCATION: 942 = =
WINDOW TYPE: 942 = =
CHIMNEY: 882 = =
ROOF SURFACING: 882 = =
ORNAMENT EXTERIOR: tile; terra-cotta 882 = =
NO. OF CHIMNEYS 952 = = NO. OF STORIES 2 950 = =
NO. OF DORMERS 954 = =
Map Reference (incl. scale & date) 809 = =
Latitude and Longitude: 800 = =
Site Size (Approx. Acreage of Property): 833 = =

LOCATION SKETCH OR MAP

Township	Range	Section	
34S	17E	26	812 = =

UTM Coordinates:
Zone Easting Northing 890 = =

Photographic Records Numbers B-1-17 860 = =
Contact Print

(5)

STATE OF FLORIDA
DEPARTMENT OF STATE
Division of Archives, History and Records Management
DS-HSP-3AAA Rev. 3-79

FLORIDA MASTER SITE FILE
Site Inventory Form

FDAHRM

Site Name: Stewart Furniture Co. Building — Site No. — Survey Date: 8209
Address of Site: 530 13th Street West, Bradenton, FL
Instruction for locating: W. side of 13th St. W. between Manatee Ave. W. and 6th Ave. W.
Location: Petots Add to Bradenton/Blk 47/Lot 13 less N. 10' -8" (subdivision name / block no. / lot no.)
County: Manatee
Owner of Site: Name: Bradenton Office Supply
Address: 530 13th St. W.
Bradenton, FL 33505
Type of Ownership: corporate
Recorder:
Name & Title: Mark Thomsen, Historical Records Library
Address: 1405 4th Ave. W.
Bradenton, FL 33505

Condition of Site: ☐ Excellent ☐ Good ☒ Fair ☐ Deteriorated
Integrity of Site: ☒ Altered ☐ Unaltered ☒ Original Site ☐ Restored ( ) (Date: X) ☐ Moved ( ) (Date: X)
Original Use: Comm.
Present Use: Comm.
Dates: Beginning: +1924
Culture/Phase: American
Period: 20th Century

NR Classification Category: district

Threats to Site: Check One or More
☐ Zoning (X) ☐ Development (X) ☒ Deterioration (X) ☐ Borrowing (X) ☐ Other (See Remarks Below):
☐ Transportation (X) ☐ Fill (X) ☐ Dredge (X)

Areas of Significance: Architecture

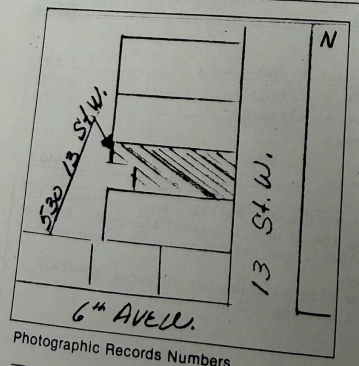
Significance: The Stewart Furniture Company building was constructed in 1924 by Thomas A. Stewart. During the 1930's it served the Snyder Brother Furniture Company. By the early 1940's the structure was acquired by the Bradenton Office Equipment Company.

The one and two story hollow tile building has suffered numerous alterations but maintains original massing and set-back.

(212)

ARCHITECT
BUILDER
STYLE AND/OR PERIOD
PLAN TYPE: Rectangular; irregular
EXTERIOR FABRIC(S): Masonry
STRUCTURAL SYSTEM(S): Masonry, hollow tile
PORCHES

FOUNDATION: masonry, poured concrete
ROOF TYPE: flat
SECONDARY ROOF STRUCTURE(S):
CHIMNEY LOCATION:
WINDOW TYPE: plate, fixed; DHS wood, enclosed (rear)
CHIMNEY:
ROOF SURFACING:
ORNAMENT EXTERIOR: 1950's storefront motiff
NO. OF CHIMNEYS: 952 = = NO. OF STORIES: 1 & 2
NO. OF DORMERS
Map Reference (incl. scale & date)
Latitude and Longitude:
Site Size (Approx. Acreage of Property):



Township	Range	Section
34S	17E	26

UTM Coordinates:
Zone Easting Northing

Photographic Records Numbers
Contact Print

(212)

AGENDA ITEM NO. 6.I

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: July 22, 2026

SUBMITTED BY: Linda Guth, Finance

ITEM TYPE: Budget Adjustment

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Budget Adjustment BA26-05

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
3rd Quarter Budget Adjustment

FINANCIAL IMPACT:
Reduction of reserves in Local Housing Assistance (fund 180), Half Cent Infrastructure (fund 302), Water and Sewer (fund 402), Solid Waste (fund 460), Golf Course (fund 490) and Workers Compensation (fund 580). Decrease of cash carryforward in Infrastructure Fund (fund 408) and increase of cash carryforward in Capital Improvement Fund (fund 301) and Sewer Impact Fees (fund 407).

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve Budget Adjustment BA26-05.

ATTACHMENTS:
Budget Adjustment BA26-05

CITY OF BRADENTON
RESOLUTION NUMBER BA26-05

A RESOLUTION OF THE CITY OF BRADENTON, FLORIDA, AMENDING/ADJUSTING THE 2025-2026 ANNUAL BUDGET; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida Statute 166.241(4) allows a municipality to amend (change budget total) or adjust (move funds without changing budget total) its budget, as necessary, at any time within a fiscal year; and

WHEREAS, this Statute also indicates the budget shall be changed in the same manner as its original adoption which, in the City of Bradenton's case, is by resolution; and

WHEREAS, City policy dictates that all budget amendments, and any budget adjustments greater than $10,000 must have City Council approval, adjustments less than $10,000 require approval by the City Administrator; and

WHEREAS, the City's Finance Department requests to amend or adjust the budget at this time, in an amount greater than $10,000, for the purpose of 3rd Quarter Adjustments.

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Bradenton, as follows:

1. The attached Budget Adjustment Form has been submitted by the above-named department, and reviewed and approved by City's Finance Department.
2. Upon Council approval, the Finance Department shall process the form adjusting the City's budget, and will maintain the original documents as required.
3. Per Florida Statute 166.241(5) this adjustment will be posted on the City's website.
4. This Resolution shall become effective immediately upon its adoption.

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 22nd DAY OF JULY, 2026.

_____
Gene Brown, Mayor

ATTEST:

_____
Tamara Melton, City Clerk

APPROVED AS TO FORM:

_____
Scott Rudacille, City Attorney

City of Bradenton Budget Adjustment Form

1. Complete and sign this Budget Adjustment form. Adjustment number available from Finance Department.
2. Attach supporting documentation.
3. Submit to Linda Guth in the Finance Department.

Budget adjustments MUST balance

Requested by: Linda Guth

For: Finance

Date: 7/7/2026

Budget Adjustment #: BA26-05

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: 3rd quarter adjustments.

Please provide the account number and the line item description for each transaction.
For example: Account Number: 00151940 546200
Line item description: Equipment Repair & Maintenance in Electrical Maintenance Dept.

Account Number: 00101 311100
Line item description: Ad Valorem Taxes

Increase (in $): 360,300.00 Decrease (in $):

Account Number: 00102 325200
Line item description: Svc Chgs-Special Assessments

Increase (in $): 75,000.00 Decrease (in $):

Account Number: 00103 331200 24604
Line item description: 2024 Bullet Proof Vest

Increase (in $): 11,250.00 Decrease (in $):

Account Number: 00103 331200 25604
Line item description: 2025 Bullet Proof Vest

Increase (in $): 17,792.00 Decrease (in $):

Account Number: 00103 331200 26601
Line item description: Training Obstacle Course Grant

Increase (in $): 26,264.00 Decrease (in $):

Account Number: 00103 331200 26602
Line item description: Officer Wellness Grant

Increase (in $): 11,989.00 Decrease (in $):

Account Number: 00103 334200 26603
Line item description: Safe-Fentanyl Eradication

Increase (in $): 75,786.00 Decrease (in $):

Account Number: 00103 334200 Fdl25
Line item description: 2025 Local Firearm Safety Training

Increase (in $): 25,186.00 Decrease (in $):

Account Number: 00103 334200 M419
Line item description: Wcind Agreement

Increase (in $): 34,222.00 Decrease (in $):

Account Number: 00103 366000 Mcf
Line item description: Contribution-Manatee Comm Foundation

Increase (in $): 17,500.00 Decrease (in $):

Account Number: 00151200 549400
Line item description: Property Tax Charges

Increase (in $): Decrease (in $): 182,000.00

Account Number: 00151220 549400
Line item description: Property Tax Charges

Increase (in $): 210,685.00 Decrease (in $):

Account Number: 00151300 532000
Line item description: Audit Fees

Increase (in $): 11,200.00 Decrease (in $):

Account Number: 00151360 531000
Line item description: Legal Fees

Increase (in $): 4,700.00 Decrease (in $):

Account Number: 00151910 546100
Line item description: Building Repair and Maintenance

Increase (in $): 25,500.00 Decrease (in $):

Account Number: 00152100 564000
Line item description: Mach and Equipment-Capital Outlay

Increase (in $): 16,000.00 Decrease (in $):

Account Number: 00152180 512000 M419
Line item description: Salaries and Wages

Increase (in $): 28,804.00 Decrease (in $):

Account Number: 00152180 514000 26603
Line item description: Overtime

Increase (in $): 64,286.00 Decrease (in $):

Account Number: 00152180 514000 Fdl25
Line item description: Overtime

Increase (in $): 14,495.00 Decrease (in $):

Account Number: 00152180 521000 Fdl25
Line item description: City Fica Contribution

Increase (in $): 1,109.00 Decrease (in $):

Account Number: 00152180 522100 Fdl25
Line item description: City Pension Contribution

Increase (in $): 5,074.00 Decrease (in $):

Account Number: 00152180 524000 Fdl25
Line item description: Workers Compensation

Increase (in $): 753.00 Decrease (in $):

Account Number: 00152180 551100 26601
Line item description: Training Obstacle Course

Increase (in $): 26,264.00 Decrease (in $):

Account Number: 00152180 551100 26603
Line item description: Equipment under $5000

Increase (in $): 1,500.00 Decrease (in $):

Account Number: 00152180 551100 Fdl25
Line item description:

Increase (in $): 2,272.00 Decrease (in $):

Account Number: 00152180 551150 Icac
Line item description:

Increase (in $): Decrease (in $): 11,606.00

Account Number: 00152180 551200 Icac
Line item description:

Increase (in $): 11,606.00 Decrease (in $):

Account Number: 00152180 552200 M419
Line item description: Vehicle Fuel

Increase (in $): 5,418.00 Decrease (in $):

Account Number: 00152180 552300 24604
Line item description: BPV Gear/Uniform Supplies

Increase (in $): 11,250.00 Decrease (in $):

Account Number: 00152180 552300 25604
Line item description: BPV Gear/Uniform Supplies

Increase (in $): 17,792.00 Decrease (in $):

Account Number: 00152180 552500 26602
Line item description: Officer Wellness Grant

Increase (in $): 11,000.00 Decrease (in $):

Account Number: 00152180 552500 Fdl25
Line item description: Other Operating Supplies

Increase (in $): 1,107.00 Decrease (in $):

Account Number: 00152180 552520 Fdl25
Line item description: Ammunition

Increase (in $): 376.00 Decrease (in $):

Account Number: 00152180 555000 26602
Line item description: Officer Wellness Grant

Increase (in $): 989.00 Decrease (in $):

Account Number: 00152180 564000 26603
Line item description: Mach & Equipment-Capital Outlay

Increase (in $): 10,000.00 Decrease (in $):

Account Number: 00152410 531000
Line item description: Legal Fees

Increase (in $): 75,000.00 Decrease (in $):

Account Number: 00154100 534000
Line item description: Contractual Services

Increase (in $): 31,000.00 Decrease (in $):

Account Number: 00154100 546300
Line item description: Vehicle Repair & Maintenance

Increase (in $): 10,000.00 Decrease (in $):

Account Number: 00154100 552000
Line item description: Sign Shop Supplies

Increase (in $): 25,000.00 Decrease (in $):

Account Number: 00154100 553000
Line item description: Road Materials & Supplies

Increase (in $): 500,000.00 Decrease (in $):

Account Number: 00154100 553200
Line item description: Road Improvement Supplies

Increase (in $): Decrease (in $): 456,399.00

Account Number: 00156900 534000
Line item description: Contractual Services

Increase (in $): 2,120.00 Decrease (in $):

Account Number: 00157200 512000
Line item description: Salaries and Wages

Increase (in $): Decrease (in $): 115,800.00

Account Number: 00157200 534000
Line item description: Contractual Services

Increase (in $): 115,800.00 Decrease (in $):

Account Number: 00157200 546200
Line item description: Equipment Repair and Maintenance

Increase (in $): 20,000.00 Decrease (in $):

Account Number: 00157200 549000 15111
Line item description: Riverwalk-Repair and Maintenance

Increase (in $): 160,280.00 Decrease (in $):

Account Number: 00157200 564000
Line item description: Mach & Equip-Capital Outlay

Increase (in $): Decrease (in $): 286.00

Account Number: 12503 331500 12100
Line item description: Cdbg Admin/Federal Grant

Increase (in $): 85,825.00 Decrease (in $):

Account Number: 12503 331500 Covid
Line item description: Cdbg Cares Act

Increase (in $): 56,000.00 Decrease (in $):

Account Number: 12555471 583000 1210A
Line item description: Cdbg Code Enforcement

Increase (in $): 8,500.00 Decrease (in $):

Account Number: 12555471 583000 1210C
Line item description: Other Grants & Aid-Rehab

Increase (in $): 33,000.00 Decrease (in $):

Account Number: 12555471 583000 1210E
Line item description: Other Grants & Aid-Infrastructure Projects

Increase (in $): 30,100.00 Decrease (in $):

Account Number: 12555471 583000 1210J
Line item description: Other Grants & Aid-Acquisition

Increase (in $): 3,600.00 Decrease (in $):

Account Number: 12555471 583000 Covid
Line item description: Cdbg Cares-Covid

Increase (in $): 66,625.00 Decrease (in $):

Account Number: 16502 325300
Line item description: Special Assessments

Increase (in $): 55,370,500.00 Decrease (in $):

Account Number: 16556100 545200
Line item description: Lpp Medical Payments

Increase (in $): 55,220,500.00 Decrease (in $):

Account Number: 16556100 549200
Line item description: Administrative Charges

Increase (in $): 150,000.00 Decrease (in $):

Account Number: 18002 325200 12300
Line item description: Special Assessments

Increase (in $): 38,514.00 Decrease (in $):

Account Number: 18055493 522000 12300
Line item description: City Retirement Contribution

Increase (in $): 750.00 Decrease (in $):

Account Number: 18055493 583000 12308
Line item description: Shipp-Demo/Reconstruction

Increase (in $): 55,000.00 Decrease (in $):

Account Number: 18055493 583000 12311
Line item description: Shipp-Emergency Rehab

Increase (in $): 4,764.00 Decrease (in $):

Account Number: 18055493 583000 12312
Line item description: Shipp-Foreclosure Prevention

Increase (in $): 13,000.00 Decrease (in $):

Account Number: 18058100 599100 12300
Line item description: Reserve for Contingencies

Increase (in $): Decrease (in $): 35,000.00

Account Number: 18503 334390 Debby
Line item description: Other Phys Environment/State

Increase (in $): 42,973.00 Decrease (in $):

Account Number: 18552500 552500 Miltn
Line item description: Other Operating Supplies

Increase (in $): 1,200.00 Decrease (in $):

Account Number: 18552500 564000 Miltn
Line item description: Mach & Equip-Capital Outlay

Increase (in $): 41,773.00 Decrease (in $):

Account Number: 30105 369150
Line item description: Cash Carryforward

Increase (in $): 261,378.00 Decrease (in $):

Account Number: 30158200 563000
Line item description: Improvements-Capital Outlay

Increase (in $): 30,163.00 Decrease (in $):

Account Number: 30158200 563000 23807
Line item description: Manatee Elementary Sidewalks-FDOT

Increase (in $): 181,215.00 Decrease (in $):

Account Number: 30158200 563000 Chall
Line item description: City Hall Relocation & Improvements

Increase (in $): 50,000.00 Decrease (in $):

Account Number: 30258100 591309
Line item description: Transfer to Fund 309

Increase (in $): 506,905.00 Decrease (in $):

Account Number: 30258100 599100
Line item description: Reserve for Contingencies

Increase (in $): 33,246.00 Decrease (in $):

Account Number: 30258200 563000 26803
Line item description: New Sidewalk Installation

Increase (in $): Decrease (in $): 540,151.00

Account Number: 30301 361100
Line item description: Interest Earnings

Increase (in $): 99,594.00 Decrease (in $):

Account Number: 30358200 512000
Line item description: Salaries & Wages

Increase (in $): Decrease (in $): 10,398.00

Account Number: 30358200 521000
Line item description: City Fica Contribution

Increase (in $): Decrease (in $): 618.00

Account Number: 30358200 522000
Line item description: City Retirement Contribution

Increase (in $): Decrease (in $): 1,190.00

Account Number: 30358200 523000
Line item description: City Health Ins Contribution

Increase (in $): Decrease (in $): 2,000.00

Account Number: 30358200 563000 22808
Line item description: Fdep-Eastside Drainage

Increase (in $): 113,800.00 Decrease (in $):

Account Number: 30657510 534000
Line item description: Contractual Services

Increase (in $): 24,000.00 Decrease (in $):

Account Number: 30657510 563000
Line item description: Improvements-Capital Outlay

Increase (in $): Decrease (in $): 24,000.00

Account Number: 30905 381302
Line item description: 302 Half Cent Interfund Transfer

Increase (in $): 506,905.00 Decrease (in $):

Account Number: 30952200 563000 Fst#2
Line item description: Improvements-Capital Outlay

Increase (in $): 506,905.00 Decrease (in $):

Account Number: 40202 343330
Line item description: Water Rev-Penalty

Increase (in $): 200,000.00 Decrease (in $):

Account Number: 40202 343550
Line item description: Fogs Prevention Program

Increase (in $): 825.00 Decrease (in $):

Account Number: 40202 369300
Line item description: Refund-Prior Years Expenditures

Increase (in $): 253,000.00 Decrease (in $):

Account Number: 40202 369900
Line item description: Other Misc Revenue

Increase (in $): 16,000.00 Decrease (in $):

Account Number: 40253310 534000
Line item description: Contractual Services

Increase (in $): Decrease (in $): 18,400.00

Account Number: 40253310 564000
Line item description: Mach & Equip-Capital Outlay

Increase (in $): 18,400.00 Decrease (in $):

Account Number: 40253510 512000
Line item description: Salaries and Wages

Increase (in $): Decrease (in $): 315,073.00

Account Number: 40253510 514000
Line item description: Overtime

Increase (in $): Decrease (in $): 15,735.00

Account Number: 40253510 521000
Line item description: City Fica Contribution

Increase (in $): Decrease (in $): 23,526.00

Account Number: 40253510 522000
Line item description: City Retirement Contribution

Increase (in $): Decrease (in $): 50,172.00

Account Number: 40253510 523000
Line item description: City Health Contribution

Increase (in $): Decrease (in $): 104,589.00

Account Number: 4025310 523100
Line item description: City Life Ins Contribution

Increase (in $): Decrease (in $): 647.00

Account Number: 40253510 523200
Line item description: City Teladoc Contribution

Increase (in $): Decrease (in $): 315.00

Account Number: 40253510 523300
Line item description: City Ltd Contribution

Increase (in $): Decrease (in $): 620.00

Account Number: 40253510 524000
Line item description: Workers Compensation

Increase (in $): Decrease (in $): 18,392.00

Account Number: 40253510 534000
Line item description: Contractual Services

Increase (in $): 504,562.00 Decrease (in $):

Account Number: 40253510 540200
Line item description: Employee Auto Expense

Increase (in $): Decrease (in $): 500.00

Account Number: 40253510 547100
Line item description:Printing & Binding

Increase (in $): Decrease (in $): 670.00

Account Number: 40253510 547200
Line item description: Duplicating

Increase (in $): Decrease (in $): 170.00

Account Number: 40253510 551000
Line item description: Office Supplies

Increase (in $): Decrease (in $): 106.00

Account Number: 40253510 552100
Line item description: Equipment Fuel

Increase (in $): Decrease (in $): 500.00

Account Number: 402532510 552300
Line item description: Gear/Uniform Supplies

Increase (in $): Decrease (in $): 6,190.00

Account Number: 40253510 553000
Line item description: Road Materials & Supplies

Increase (in $): Decrease (in $): 700.00

Account Number: 40253510 554000
Line item description: Books Pub & Suibscriptions

Increase (in $): Decrease (in $): 180.00

Account Number: 40253515 512000
Line item description: Salaries and Wages

Increase (in $): Decrease (in $): 538,953.00

Account Number: 40253515 514000
Line item description: Overtime

Increase (in $): Decrease (in $): 17,529.00

Account Number: 40253515 521000
Line item description: City Fica Contribution

Increase (in $): Decrease (in $): 39,806.00

Account Number: 40253515 522000
Line item description: City Retirement Contribution

Increase (in $): Decrease (in $): 79,039.00

Account Number: 40253515 523000
Line item description: City Health Ins Contribution

Increase (in $): Decrease (in $): 100,755.00

Account Number: 40253515 523100
Line item description: City Life Contribution

Increase (in $): Decrease (in $): 854.00

Account Number: 40253515 523200
Line item description: City Teladoc Contribution

Increase (in $): Decrease (in $): 476.00

Account Number: 40253515 523300
Line item description: City Ltd Contribution

Increase (in $): Decrease (in $): 815.00

Account Number: 40253515 524000
Line item description: Workers Compensation

Increase (in $): Decrease (in $): 26,908.00

Account Number: 40253515 534000
Line item description: Contractual Services

Increase (in $): 1,515,830.00 Decrease (in $):

Account Number: 40253515 540100
Line item description: Travel & Per Diem

Increase (in $): Decrease (in $): 3,000.00

Account Number: 40253515 540200
Line item description: Employee Auto Expense

Increase (in $): Decrease (in $): 1,000.00

Account Number: 40253515 546100
Line item description: Building Repair & Maintenance

Increase (in $): Decrease (in $): 90,000.00

Account Number: 40253515 546200
Line item description: Equip Repair & Maintenance

Increase (in $): Decrease (in $): 150,000.00

Account Number: 40253515 546300
Line item description: Vehicle Repair & Maintenance

Increase (in $): 10,000.00 Decrease (in $):

Account Number: 40253515 547100
Line item description: Printing & Binding

Increase (in $): 766.00 Decrease (in $):

Account Number: 40253515 548000
Line item description: Promotional Activities

Increase (in $): Decrease (in $): 500.00

Account Number: 40253515 551000
Line item description: Office Supplies

Increase (in $): Decrease (in $): 730.00

Account Number: 40253515 551100
Line item description: Equip Under 5000

Increase (in $): Decrease (in $): 10,000.00

Account Number: 40253515 551200
Line item description: Computer Equip Under 5000

Increase (in $): Decrease (in $): 3,105.00

Account Number: 40253515 552100
Line item description: Equipment Fuel

Increase (in $): Decrease (in $): 6,000.00

Account Number: 40253515 552300
Line item description: Gear/Uniform Supplies

Increase (in $): Decrease (in $): 7,300.00

Account Number: 40253515 552500
Line item description: Other Operating Supplies

Increase (in $): Decrease (in $): 3,000.00

Account Number: 40253515 552900
Line item description: Chemical Supplies

Increase (in $): Decrease (in $): 150,000.00

Account Number: 40253515 554000
Line item description: Books Pub & Subscriptions

Increase (in $): Decrease (in $): 100.00

Account Number: 40253515 555000
Line item description: Education/Training

Increase (in $): Decrease (in $): 10,342.00

Account Number: 40253515 561000
Line item description: Land-Capital Outlay

Increase (in $): 469,813.00 Decrease (in $):

Account Number: 40253520 543000
Line item description: Electricity

Increase (in $): 186,315.00 Decrease (in $):

Account Number: 40253600 534000
Line item description: Contractual Services

Increase (in $): 12,000.00 Decrease (in $):

Account Number: 40254110 512000
Line item description: Salaries and Wages

Increase (in $): Decrease (in $): 400,000.00

Account Number: 40254110 521000
Line item description: City Fica Contribution

Increase (in $): Decrease (in $): 23,000.00

Account Number: 40254110 522000
Line item description: City Retirement Contribution

Increase (in $): Decrease (in $): 46,765.00

Account Number: 40254110 523000
Line item description: City Health Ins Contributiion

Increase (in $): Decrease (in $): 61,694.00

Account Number: 40254110 524000
Line item description: Workers Compensation

Increase (in $): Decrease (in $): 26,168.00

Account Number: 40254110 552500
Line item description: Other Operating Supplies

Increase (in $): Decrease (in $): 7,500.00

Account Number: 40254110 555000
Line item description: Education/Training

Increase (in $): Decrease (in $): 10,000.00

Account Number: 40254120 512000
Line item description: Salaries and Wages

Increase (in $): 400,000.00 Decrease (in $):

Account Number: 40254120 521000
Line item description: City Fica Contribution

Increase (in $): 23,000.00 Decrease (in $):

Account Number: 40254120 522000
Line item description: City Retirement Contribution

Increase (in $): 46,765.00 Decrease (in $):

Account Number: 40254120 523000
Line item description: City Health Ins Contribution

Increase (in $): 61,694.00 Decrease (in $):

Account Number: 40254120 524000
Line item description: Workers Compensation

Increase (in $): 26,168.00 Decrease (in $):

Account Number: 40254120 546200
Line item description: Equip Repair & Maintenance

Increase (in $): 22,000.00 Decrease (in $):

Account Number: 40258100 599100
Line item description: Reserve For Contingencies

Increase (in $): Decrease (in $): 455,664.00

Account Number: 40704 334350 26535
Line item description: Fdep-LS08 Relocation

Increase (in $): 4,400,000.00 Decrease (in $):

Account Number: 40705 369150
Line item description: Cash Carryforwar4d

Increase (in $): 4,400,000.00 Decrease (in $):

Account Number: 40759000 563000 26535
Line item description: Fdep-LS08 Relocation

Increase (in $): 9,400,000.00 Decrease (in $):

Account Number: 40759000 563000 26541
Line item description: WRF Master Lift Station

Increase (in $): Decrease (in $): 600,000.00

Account Number: 40804 366000 23511
Line item description: Ironwood Water System Improv

Increase (in $): 3,256,212.00 Decrease (in $):

Account Number: 40804 366000 24518
Line item description: SRF-Wrf 4th Clarifier

Increase (in $): 1,599,124.00 Decrease (in $):

Account Number: 40804 366000 24522
Line item description: SRF-Injection Well

Increase (in $): 81,995.00 Decrease (in $):

Account Number: 40804 366000 26550
Line item description: SRF-Engineering Technical Svs

Increase (in $): 1,656,740.00 Decrease (in $):

Account Number: 40804 366000 26551
Line item description: SRF-Wtp & Distr Sys Facility Plan

Increase (in $): 640,000.00 Decrease (in $):

Account Number: 40804 366000 26552
Line item description: SRF-WR & Coll Sys Facilities Plan

Increase (in $): 1,533,320.00 Decrease (in $):

Account Number: 40805 369150
Line item description: Cash Carryforward

Increase (in $): Decrease (in $): 554,271.00

Account Number: 40859000 563000 23511
Line item description: Ironwood Water System Improv

Increase (in $): 3,256,212.00 Decrease (in $):

Account Number: 40859000 563000 24518
Line item description: SRF-Wrf 4th Clarifier

Increase (in $): 1,599,124.00 Decrease (in $):

Account Number: 40859000 563000 24522
Line item description: SRF-Injection Well

Increase (in $): 81,995.00 Decrease (in $):

Account Number: 40859000 563000 26519
Line item description: Emergency Sanitary Improvements

Increase (in $): 520,000.00 Decrease (in $):

Account Number: 40859000 563000 26538
Line item description: Rossi Park Lift St Improvements

Increase (in $): Decrease (in $): 157,039.00

Account Number: 40859000 563000 26550
Line item description: SRF-Engineering Technical Svs

Increase (in $): 1,656,740.00 Decrease (in $):

Account Number: 40859000 563000 26551
Line item description: Wtp & distr Sys Facility Plan

Increase (in $): 640,000.00 Decrease (in $):

Account Number: 40859000 563000 26552
Line item description: Wr & Coll Sys Facilities Plan

Increase (in $): 1,533,320.00 Decrease (in $):

Account Number: 40859000 563000 25503
Line item description: Force Main Improvements

Increase (in $): Decrease (in $): 268.00

Account Number: 40859000 563000 25506
Line item description: Lift Station Improvements

Increase (in $): 11,144.00 Decrease (in $):

Account Number: 40859000 563000 25521
Line item description: Water Reclamation Improvements

Increase (in $): Decrease (in $): 24,600.00

Account Number: 40859000 563000 26506
Line item description: Lift Station Improvements

Increase (in $): Decrease (in $): 764,203.00

Account Number: 40859000 563000 26511
Line item description: Wtp Improvements

Increase (in $): Decrease (in $): 494,741.00

Account Number: 40859000 563000 26536
Line item description: Hydrant & Valve Replacement

Increase (in $): Decrease (in $): 100,000.00

Account Number: 40859000 563000 26540
Line item description: Wtp Second Intake Pipe System

Increase (in $): 298,397.00 Decrease (in $):

Account Number: 40859000 563000 26545
Line item description: Headworks Bar Screen

Increase (in $): 157,039.00 Decrease (in $):

Account Number: 43053810 543200
Line item description: Tonnage Charges

Increase (in $): Decrease (in $): 2,000.00

Account Number: 43053810 544200
Line item description: Rentals & Leases

Increase (in $): Decrease (in $): 10,000.00

Account Number: 43053810 546200 Valve
Line item description: Valve Checks-Maintenance

Increase (in $): 53,000.00 Decrease (in $):

Account Number: 43053810 546300
Line item description: Vehicle Repair & Maintenance

Increase (in $): Decrease (in $): 8,000.00

Account Number: 43053810 551100
Line item description: Equip Under 5000

Increase (in $): Decrease (in $): 24,000.00

Account Number: 43053810 551200
Line item description: Computer Equip Under 5000

Increase (in $): Decrease (in $): 1,000.00

Account Number: 43053810 553000
Line item description: Road Materials & Supplies

Increase (in $): Decrease (in $): 5,000.00

Account Number: 43053810 554000
Line item description: Books Pub & Subsciptions

Increase (in $): Decrease (in $): 3,000.00

Account Number: 46053400 534000
Line item description: Contractual Services

Increase (in $): 51,000.00 Decrease (in $):

Account Number: 46053400 546100
Line item description: Building Repair & Maintenance

Increase (in $): 72,000.00 Decrease (in $):

Account Number: 46053412 534000
Line item description: Contractual Services

Increase (in $): 25,000.00 Decrease (in $):

Account Number: 46053412 546100
Line item description: Building Repair & Maintenance

Increase (in $): 9,100.00 Decrease (in $):

Account Number: 46053412 546300
Line item description: Vehicle Repair & Maintenance

Increase (in $): 30,000.00 Decrease (in $):

Account Number: 46053415 534000
Line item description: Contractual Services

Increase (in $): 2,500.00 Decrease (in $):

Account Number: 46053415 546300
Line item description: Vehicle Repair & Maintenance

Increase (in $): 9,000.00 Decrease (in $):

Account Number: 46053415 552100
Line item description: Equipment Fuel

Increase (in $): Decrease (in $): 1,000.00

Account Number: 46053415 552200
Line item description: Vehicle Fuel

Increase (in $): 15,000.00 Decrease (in $):

Account Number: 46058100 599100
Line item description: Reserve for Contingencies

Increase (in $): Decrease (in $): 212,600.00

Account Number: 49057220 546200
Line item description: Equip Repair & Maintenance

Increase (in $): 51,082.00 Decrease (in $):

Account Number: 49057220 563000 26819
Line item description: Fuel Station

Increase (in $): Decrease (in $): 35,000.00

Account Number: 49058100 599100
Line item description: Reserve for Contingencies

Increase (in $): Decrease (in $): 16,082.00

Account Number: 58056220 545300
Line item description: Reinsurance Premiums

Increase (in $): 10,913.00 Decrease (in $):

Account Number: 58056220 552700
Line item description: Medical Supplies

Increase (in $): 6,155.00 Decrease (in $):

Account Number: 58058100 599100
Line item description: Reserve for Contingencies

Increase (in $): Decrease (in $): 17,068.00

Account Number: 59001 364420
Line item description: Furn-Equip Ins Proceeds/Loss

Increase (in $): 55,000.00 Decrease (in $):

Account Number: 59055900 546800
Line item description: Property Damage Repair & Maint

Increase (in $): Decrease (in $): 30,000.00

Account Number: 59055900 546900
Line item description: Vehicle Damage Repair & Maint

Increase (in $): 85,000.00 Decrease (in $):

Approved by:

_____

Department Head / Manager

_____

City Administrator

Approved by City Council: _____
(Date)

Posted by Accounting: _____
(Date)

AGENDA ITEM NO. 6.m

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: July 22, 2026

SUBMITTED BY: Heidi Warnemunde, Finance

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: CS&L Annual Audit Engagement Letter

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
CS&L performs the City's annual external audit. This engagement letter authorizes them to move forward with the September 30, 2026, audit process.

FINANCIAL IMPACT:
Expenses will not exceed $105,900 and was included in the budget.

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by City Attorney Rudacille.

SUGGESTED MOTION:
Motion to approve engaging CS&L for the September 30, 2026, audit process.

ATTACHMENTS:
CS&L Engagement Letter

July 1, 2026

City of Bradenton
101 - 12th Street West
Bradenton, Florida 34205

We are pleased to confirm our understanding of the services we are to provide the City of Bradenton, Florida (the "City") for the year ended September 30, 2026.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the disclosures, which collectively comprise the basic financial statements of the City as of and for the year ended September 30, 2026.

Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient appropriate evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Schedule of Revenues, Expenditures and Changes in Fund Balance – Budget (GAAP Basis) and Actual – General Fund
3. Schedule of Revenues, Expenditures and Changes in Fund Balance – Budget (GAAP Basis) and Actual – Major Special Revenue Fund – State Housing Initiatives Partnership Program (SHIPP) Fund
4. Firefighters' Pension Plan
    a. Schedule of Changes in the City's Net Pension Liability and Related Ratios
    b. Schedule of Employer Contributions

    c. Notes to the Schedule of Contributions
5. Police Officers' Pension Plan
    a. Schedule of Changes in the City's Net Pension Liability and Related Ratios
    b. Schedule of Employer Contributions
    c. Notes to the Schedule of Contributions
    d. Schedule of Investment Returns
6. Florida Retirement System – FRS Pension Plan
    a. Schedule of Changes in the City's Proportionate Share of Net Pension Liability and Schedule of Contributions
7. Florida Retirement System – Health Insurance Subsidy
    a. Schedule of Changes in the City's Proportionate Share of Net Pension Liability and Schedule of Contributions
8. Notes to Required Supplementary Information – FRS/HIS
9. Post-Employment Benefits Other Than Pension
    a. Schedule of Changes in the City's Total OPEB Liability and Related Ratios

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

1. Schedule of Expenditures of Federal Awards and State Financial Assistance
2. Schedule of Revenues and Expenditures – Budget and Actual – General Fund
3. Combining Balance Sheet (Non-major Governmental Funds)
4. Combining Statement of Revenues, Expenditures and Changes in Fund Balances (Non-major Governmental Funds)
5. Schedules of Revenues, Expenditures and Changes in Fund Balances - Budget (GAAP Basis) and Actual – Special Revenue Funds (as listed in the Table of Contents)
6. Schedules of Revenues, Expenditures and Changes in Fund Balances - Budget (GAAP Basis) and Actual – Debt Service Funds (as listed in the Table of Contents)
7. Schedules of Revenues, Expenditures and Changes in Fund Balances - Budget (GAAP Basis) and Actual – Capital Projects Funds (as listed in the Table of Contents)
8. Combining Statement of Net Position (Internal Service Funds)
9. Combining Statement of Revenues, Expenses and Changes in Net Position (Internal Service Funds)
10. Combining Statement of Cash Flows (Internal Service Funds)
11. Combining Statement of Fiduciary Net Position (Fiduciary Funds)
12. Combining Statement of Changes in Fiduciary Net Position (Fiduciary Funds)

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially

misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report:

1. Introductory Section
2. Statistical Section

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

- Internal control over compliance related to major programs/state projects and an opinion (or disclaimer of opinion) on compliance with federal and/or state statutes, regulations, and the terms and conditions of federal awards/state financial assistance that could have a direct and material effect on each major program/state project in accordance with the Single Audit Act Amendments of 1996; Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance); Florida Single Audit Act; and Chapter 10.550, Rules of the Auditor General, (as applicable).

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance and/or Florida Single Audit Act and Chapter 10.550, Rules of the Auditor General, (as applicable), and will include tests of accounting records, a determination of major program(s)/project(s) in accordance with Uniform Guidance and/or Florida Single Audit Act and Chapter 10.550, Rules of the Auditor General, (as applicable), and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs/state projects. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and direct confirmation of receivables and certain assets and liabilities by

correspondence with selected individuals, funding sources, creditors, and financial institutions. We may also request written representations from your attorneys as part of the engagement.

The City's basic financial statements include the Firefighters' Pension Fund as a fiduciary fund, which is audited by another auditor, Walters & Associates CPAs. Based on our assessment of Walters & Associates CPAs' capabilities and reputation, we believe we are able to make reference to their audit in our independent auditor's report over the City's basic financial statements. In making reference to Walters & Associates CPAs' audit of the City of Bradenton's Firefighters' Retirement System in our report, we will perform limited procedures based on their audited financial statements, including inquiring of the auditors and obtaining certain representations from them. Our work will be performed independent of their audit of the Firefighters' Retirement System.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures – Internal Control

We will obtain an understanding of the City and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance and/or Florida Single Audit Act and Chapter 10.550, Rules of the Auditor General, (as applicable), we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program and/or state financial assistance project. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance and/or Chapter 10.550, Rules of the Auditor General.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, the Uniform Guidance and/or Florida Single Audit Act and Chapter 10.550, Rules of the Auditor General.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance and/or Florida Single Audit Act and Chapter 10.550, Rules of the Auditor General, (as applicable), requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal and/or state statutes, regulations, and the terms and conditions of federal awards and/or state assistance applicable to major programs/state projects. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* and/or the Department of Financial Services *State Project Compliance Supplement*, (as applicable), for the types of compliance requirements that could have a direct and material effect on each of the City's major programs/state projects. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs/state projects in our report on compliance issued pursuant to the Uniform Guidance and/or the Florida Single Audit Act and Chapter 10.550, Rules of the Auditor General, (as applicable).

Compliance with Florida Statutes

We will examine the City's compliance with Florida Statutes Section 218.415 for investments for the year ended September 30, 2026. The objectives of our examination are to (1) obtain reasonable assurance about whether the City has complied with the referenced Florida Statute; and (2) to express an opinion on that compliance in accordance with Florida Statues.

Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. Accordingly, it will include examining, on a test basis, your records and other procedures to obtain evidence necessary to enable us to express our opinion. We will issue a written report upon completion of our examination. Our report will be addressed to the Honorable Mayor and Members of the City Council.

Because of the inherent limitations of an examination engagement, together with the inherent limitations of internal control, an unavoidable risk exists that some noncompliance may not be detected, even though the examination is properly planned and performed in accordance with the attestation standards.

You understand that the report is intended solely for the information and use of the Florida Auditor General, the Honorable Mayor and members of the City Council, and applicable

management and is not intended to be and should not be used by anyone other than those specified parties

We will plan and perform the examination to obtain reasonable assurance about whether the City complied with the Florida Statute as referenced above, based on the State of Florida Auditor General's *Compliance Supplement for Local Governmental Entity Audits*. Our engagement will not include a detailed inspection of every transaction and cannot be relied on to disclose all material errors, or known and suspected fraud or noncompliance with laws or regulations, or internal control deficiencies, that may exist. However, we will inform you of any known and suspected fraud and noncompliance with laws or regulations, internal control deficiencies identified during the engagement, and uncorrected misstatements that come to our attention unless clearly trivial.

We understand that you will provide us with the information required for our examination and that you are responsible for the accuracy and completeness of that information. We may advise you about appropriate criteria, but the responsibility for the subject matter remains with you.

You are responsible for the City's compliance with Florida Statutes as referenced above; and for selecting the criteria and determining that such criteria are appropriate for your purposes. You are responsible for, and agree to provide us with, a written assertion about whether the City complied with the Florida Statute as referenced above. Failure to provide such an assertion will result in our withdrawal from the engagement. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the measurement, evaluation, or disclosure of the subject matter; (2) additional information that we may request for the purpose of the examination; and (3) unrestricted access to persons within the entity from whom we determine it necessary to obtain evidence.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards and/or state financial assistance, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards and/or state financial assistance, and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations (including federal and state statutes), rules, and the provisions of contracts and grant agreements (including award/project agreements). Your responsibilities also include identifying significant contractor relationships in which the

contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards and state financial assistance, all financial records, and related information available to us; for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers); and for the evaluation of whether there are any conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for the 12 months after the financial statement date or shortly thereafter (for example, within an additional three months if currently known). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards and state financial assistance; federal award programs and state programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the City involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the City received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the City complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements that we report. Additionally, as required by the Uniform Guidance and/or Florida Single Audit Act and Chapter 10.550, Rules of the Auditor General, (as applicable), it is management's responsibility to evaluate and monitor noncompliance with federal and state statutes, regulations, and the terms and conditions of federal awards/state financial assistance; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards/state financial assistance received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards and/or state financial assistance (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance and/or Florida Single Audit Act and Chapter 10.550, Rules of the Auditor General, (as applicable). You agree to include our report on the schedule of expenditures of federal awards and/or state financial assistance in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards and/or state financial assistance. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards and/or state financial assistance that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards and/or state financial assistance no later than the date the schedule of expenditures of federal awards and/or state financial assistance is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards and/or state financial assistance in accordance with the Uniform Guidance and/or Florida Single Audit Act and Chapter 10.550, Rules of the Auditor General, (as applicable); (2) you believe the schedule of expenditures of federal awards and/or state financial assistance, including its form and content, is stated fairly in accordance with the Uniform Guidance and/or Florida Single Audit Act and Chapter 10.550, Rules of the Auditor General (as applicable); (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards and/or state financial assistance.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagement, performance audits, or other studies related to the objectives discussed in the Audit Scope and Objectives section of

this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

Other Services

We will also assist determining assets and liabilities under GASB Statement No. 87, *Leases* and GASB Statement No. 96, *Subscription-Based Information Technology Arrangements* as applicable and if requested by management to do such based on information provided by you. These non-audit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the non-audit services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for any non-audit services we provide. You will be required to acknowledge in the management representation letter our assistance with these non-audit services and that you have reviewed, approved, and have accepted responsibility for them. Further, you agree to oversee the non-audit services by designating an individual, preferably from senior management, with suitable skill, knowledge, and/or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of CS&L CPAs, P.A. and constitutes confidential information. However, subject to applicable laws and regulations, audit

documentation and appropriate individuals will be made available upon request and in a timely manner to the cognizant granting agency or a designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of CS&L CPAs, P.A. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the grantor agencies. If we are aware that a federal or state awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Jeff Gerhard is the engagement principal and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fees for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed $105,900 for the audit. Our invoices for these fees will be rendered monthly as work progresses and are payable on presentation.

The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you in advance and arrive at a new fee estimate before we incur the additional costs.

Services rendered to assist you with GASB No. 87, *Leases*, or GASB No. 96, *Subscription-Based Information Technology Arrangements* (as applicable) or services performed outside the scope of the audit will be billed separately at our standard hourly rates. Each lease or subscription-based information technology arrangement will be entered into Crunchafi. For each agreement inputted into Crunchafi, a separate fee of $100 per lease will be charged to the City.

For the City's year ended September 30, 2026, GASB 103, *Financial Reporting Model Improvements* and GASB No. 104, *Disclosure of Certain Capital Assets* are expected to result in significant additional time in preparing the financial statements. Additional cost for the implementation of these standards is an additional $1,000.

We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely

manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

Hosting Services
As an attest client, CS&L CPAs, P.A. cannot store your documents, data, or records on your behalf because doing so will impair CS&L CPAs, P.A.'s independence. This is in accordance with the "Hosting Services" interpretation at ET 1.295.143 of the *AICPA Code of Professional Conduct*. The City is solely responsible for maintaining its own data and records.

Use of Portals for Transmitting Data:
CS&L CPAs, P.A. does not host any of the City's information. Suralink is used solely to transmit data and is not intended to store the City's information. The City is solely responsible for downloading any deliverables and other records from Suralink that the City wishes to retain for its own records at the completion of the engagement.

The data and deliverables and other records will either be removed from Suralink or otherwise become unavailable to the City.

Use of Portals for Information Exchange:
CS&L CPAs, P.A. does not host any of the City's information. Suralink is used solely as a method of transferring data and is not intended to store the City's information. Upon conclusion of the engagement, CS&L CPAs, P.A. will provide the City with a copy of the deliverables and relevant data from Suralink relating to the engagement in a mutually agreed-upon format.

The data and deliverables and other records will either be removed from Suralink or otherwise become unavailable to the City.

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. CS&L CPAs, P.A. hereby represents that it is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes. CS&L CPAs, P.A. 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. CS&L CPAs, P.A. 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 Engagement Letter. If CS&L CPAs, P.A. has a contract terminated by a public employer for any such violation during the term of this engagement, it shall provide immediate notice thereof to the City of Bradenton, Florida.

Reporting

We will issue written reports upon completion of our audit of the City's financial statements and our Single Audit. Our reports will be addressed to the Honorable Mayor and Members of the City Council. We will make reference to Walters & Associates CPAs' audit of the City of Bradenton's Firefighters' Retirement System in our report on your financial statements. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control and compliance. The Uniform Guidance and/or Chapter 10.550, Rules of the Auditor General report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance and/or Chapter 10.550, Rules of the Auditor General. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the City of Bradenton, Florida and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

CS&L CPAs

CS&L CPAs, P.A.

RESPONSE:

This letter correctly sets forth the understanding of the City of Bradenton, Florida.

Governance:

By: _____
Title: _____

Management:

By: _____
Title: _____

AGENDA ITEM NO. 6.n

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: July 22, 2026

SUBMITTED BY: Jamie Griffith, Legal

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Opioid Litigation - Proposed Participation in Publix Super Markets, Inc. Settlement

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City's outside opioid litigation counsel ("Opioid Counsel") advised the City to participate in a settlement with Publix Super Markets, inc. More detailed information is provided in the confidential attorney-client/work-product Memorandum dated July 8, 2026 provided to the Mayor and City Council, with a copy to the City Administrator and Chief of Police.

FINANCIAL IMPACT:
The estimated net settlement payment to the City is $135,645.69.

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by City Attorney Rudacille.

SUGGESTED MOTION:
Motion to approve participation in the Publix Super Markets, Inc. settlement and authorize the Mayor and City Attorney to execute documents and take such further action required to effectuate same.

ATTACHMENTS:

AGENDA ITEM NO. 6.o

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: July 22, 2026

SUBMITTED BY: Jeremy Giddens, Police

ITEM TYPE: Miscellaneous

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Acceptance of Grant Funding from the Florida House of Representatives for Police Department Computer-Aided Dispatch (CAD) and Records Management System (RMS) Project

SUGGESTED ACTION: Authorize the Mayor to accept and execute all grant agreements, award documents, amendments, and related documents associated with funding for the Bradenton Police Department Computer-Aided Dispatch (CAD) and Records Management System (RMS) Project, subject to legal review.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:

The Bradenton Police Department has been awarded grant funding to support the modernization and replacement of its existing Computer-Aided Dispatch (CAD) and Records Management System (RMS). The project will improve emergency response operations, interoperability with public safety partners, reporting capabilities, records management, officer safety, and operational efficiency. At the time of this agenda item, the final award has not yet been received. Approval of this item will allow the City to move forward with submission and, once awarded, authorize the Mayor to execute the necessary grant documents upon completion of legal review. Should the final award differ substantially from the proposed project scope or require additional City funding, the matter will be returned to the City Council for further consideration.

FINANCIAL IMPACT:

No additional fiscal impact is anticipated. The City currently funds CAD and RMS services within the Police Department operating budget. Grant funding is expected to offset replacement and modernization costs, and no additional City funds are anticipated beyond existing budgeted expenditures. Any change in project costs or local funding obligations will be presented to the City Council for consideration.

ATTORNEY REVIEW/RECOMMENDATION:
Pending receipt of final grant award and agreement documents.

SUGGESTED MOTION:

Motion to authorize the Mayor to accept and execute all grant agreements, award documents, amendments, and related paperwork associated with funding for the Bradenton Police Department's CAD and RMS Modernization Project, pending final legal review.

ATTACHMENTS:
Florida House of Representatives Appropriations Project Request

The Florida House of Representatives

Appropriations Project Request - Fiscal Year 2026-27

For projects meeting the definition of House Rule 5.14

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1. Title of Project: City of Bradenton Police Department Computer Aided Dispatch (CAD) upgrades
2. Date of Submission: 11/18/2025 2:37:39 PM
3. House Member Sponsor: William Robinson

4. Details of Amount Requested:

a. Has funding been provided in a previous state budget for this activity? No
b. What is the most recent fiscal year the project was funded?
c. Were the funds provided in the most recent fiscal year subsequently vetoed?
d. Complete the following Project Request Worksheet to develop your request.

FY:	**Input Prior Year Appropriation for this project for FY 2025-26 (If appropriated in 2025-26 enter the appropriated amount, even if vetoed.)**			**Nonrecurring Funds Request for FY 2026-27**		
Column:	A	B	C	D	E	F
Funds Description:	Recurring Funds	Nonrecurring Funds	Total Funds Appropriated	**Operations**	**Fixed Capital Outlay**	**TOTAL Operations + Fixed Capital Outlay (FCO)**
Input Amounts:				500,000		500,000

e. Provide the total cost of the project for FY 2026-27 from all sources of funding (Enter "0" if amount is zero):

Type of Funding	Amount	Percent of Total	Are the other sources of funds guaranteed in writing?
1. Amount Requested from the State in this Appropriations Project Request	500,000	50.0%	N/A
2. Federal	0	0.0%	No
3. State (Excluding the requested Total Amount in #4d, Column F)	0	0.0%	No
4. Local	500,000	50.0%	Yes

5. Other	0	0.0%	No
TOTAL	1,000,000	100%	

5. Is this a multi-year project requiring funding from the state for more than one year?
No

6. Is this project related to relief or recovery from a natural disaster?
No

7. Which is the most appropriate state agency to place an appropriation for the issue requested? Department of Law Enforcement
   a. Has the appropriate state agency for administering the funding, if the request were appropriated, been contacted? No
   b. Describe suggested penalties that the contracting agency may consider in addition to its standard penalties for failing to meet deliverables or performance measures.
   Reversion of funds

8. Requester:
   a. Name: Jeremy Giddens
   b. Organization: City of Bradenton
   c. Email: Jeremy.Giddens@bradentonpd.com
   d. Phone #: (941)932-9350

9. Contact for questions about specific technical or financial details about the project.
   a. Name: Jeremy Giddens
   b. Organization: City of Bradenton
   c. Email: Jeremy.Giddens@bradentonpd.com
   d. Phone #: (941)932-9350

10. Registered lobbyist working to secure funding for this project.
   a. Name: Laura E. Boehmer
   b. Firm: The Southern Group
   c. Email: boehmer@thesoutherngroup.com
   d. Phone #: (850)671-4401

The Florida House of Representatives

Appropriations Project Request - Fiscal Year 2026-27

For projects meeting the definition of House Rule 5.14

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11. Organization or Name of entity receiving funds:
    a. Name: City of Bradenton
    b. County (County where funds are to be expended): Manatee
    c. Service Area (Counties being served by the service(s) provided with funding): Manatee

12. What type of organization is the entity that will receive the funds?
    - ○ For Profit
    - ○ Non Profit 501(c)(3)
    - ○ Non Profit 501(c) (4)
    - ◉ Local Government
    - ○ School District
    - ○ State Agency
    - ○ University or College
    - ○ Other (Please describe)

13. What is the specific purpose or goal that will be achieved by the funds being requested?
    The City of Bradenton is requesting state funding to replace the Bradenton Police Department's outdated Computer-Aided Dispatch (CAD) system with a modern, fully integrated platform. The current system is technologically obsolete and limits the department's ability to coordinate efficiently with fire and emergency medical services. A new CAD system will improve emergency response times, enhance officer safety, and strengthen interoperability among regional public safety agencies.

14. Provide specific details on how funds will be spent. (Select all that apply)

Spending Category	Description	Amount Requested (Should equal 4d, Col. F) Enter "0" if request is zero for the category
Administrative Costs:		
☐a. Executive Director/Project Head Salary and Benefits		
☐b. Other Salary and Benefits		
☐c. Expense/Equipment/Travel/Supplies/Other		

☐d. Consultants/Contracted Services/Study		
Operational Costs:		
☐e. Salaries and Benefits		
☑f. Expenses/Equipment/Travel/Supplies/Other	Appropriations to replace the Bradenton Police Department's outdated Computer-Aided Dispatch (CAD) system with a modern, fully integrated platform. The current system is obsolete and limits the department's ability to coordinate efficiently with fire and emergency medical services. A new CAD system will improve emergency response times, enhance officer safety, and interoperability.	500,000
☐g. Consultants/Contracted Services/Study		
Fixed Capital Construction/Major Renovation:		
☐h. Construction/Renovation/Land/Planning Engineering		
TOTAL		500,000

15. For Fixed Capital Costs requested in Question 14, what type of ownership will the facility be under when complete?

- ○For Profit
- ○Non Profit 501(c) (3)
- ○Non Profit 501(c) (4)
- ○Local Government

- ○School District
- ○State Agency
- ○University or College
- ○Other (Please describe)

16. Is the project request an information technology project?

Yes

a. Will this information technology project be managed within a state agency to support state agency program goals?

No

b. What is the total cost (all years) to design and build the project?

1,000,000

c. What are the ongoing (annual recurring) maintenance and operation costs once the project is completed?

100,000

d. Has the state agency indicated it has sufficient funds for the ongoing annual recurring costs within its current operating budget?

No

e. What are the specific business objectives or needs the IT project is intended to address?

Our current system is obsolete and limits the department's ability to coordinate efficiently with fire and emergency medical services. A new CAD system will improve emergency response times, enhance officer safety, and strengthen interoperability among regional public safety agencies. The upgraded system will include advanced mapping, real-time unit tracking, and full compatibility with Next Generation 911 standards.

f. Based upon the identified business objectives or needs, what are the success factors that must be realized in order for the state agency to consider the proposed IT project a success?

Implementation, testing, deployment and improved response times.

17. Is there any documented show of support for the requested project in the community including public hearings, letters of support, major organizational backing, or other expressions of support?

Yes

a. Please Describe:

The City of Bradenton, Bradenton Police Department and State Attorney fully support this project of replacing our obsolete CAD system which will improve operations, compliance with reporting standards, investigations and evidence management.

18. Has the need for the funds been documented by a study, completed by an independent 3rd party, for the area to be served?
No

19. Will the requested funds be used directly for services to citizens?
Yes

a. What are the activities and services that will be provided to meet the purpose of the funds?
To achieve the intended purpose, the Bradenton Police Department will procure, implement, and maintain a new Computer-Aided Dispatch (CAD) system designed to improve emergency communication and response operations. Project activities will include system design, software acquisition, hardware installation, and data migration from the existing legacy system.

b. Describe the direct services to be provided to the citizens by the funding requested.
The new Computer-Aided Dispatch (CAD) system will directly enhance the emergency services delivered to the citizens of Bradenton. Residents will benefit from faster and more accurate police, fire, and emergency medical response during critical incidents. The upgraded system will allow dispatchers to quickly locate and assign the closest available units, reducing times and improve operations.

c. Describe the target population to be served (i.e., "the majority of the funds requested will serve these target populations or groups"). Select all that apply to the target population:

- ☐Elderly persons
- ☐Persons with poor mental health
- ☐Persons with poor physical health
- ☐Jobless persons
- ☐Economically disadvantaged persons
- ☐At-risk youth
- ☐Homeless
- ☐Developmentally disabled
- ☐Physically disabled
- ☐Drug users (in health services)
- ☐Preschool students
- ☐Grade school students
- ☐High school students

☐University/college students
☐Currently or formerly incarcerated persons
☐Drug offenders (in criminal Justice)
☐Victims of crime
☑General (The majority of the funds will benefit no specific group)
☑Other (Please describe): This equipment will support all citizens and the community as whole.

d. How many in the target population are expected to be served?
○< 25
○25-50
○51-100
○101-200
○201-400
○401-800
⊙>800

20. What benefits or outcomes will be realized by the expenditure of funds requested? (Select each Benefit/Outcome that applies)

Benefit or Outcome	Provide a specific measure of the benefit or outcome	Describe the method for measuring level of benefit or outcome
☐Improve physical health		
☐Improve mental health		
☐Enrich cultural experience		
☐Improve agricultural production/promotion/education		
☐Improve quality of education		
☐Enhance/preserve/improve environmental or fish and wildlife quality		

☑Protect the general public from harm (environmental, criminal, etc.)	The expected outcome of this project is a faster, more efficient, and more reliable emergency response system for the citizens of Bradenton. By implementing a modern Computer-Aided Dispatch (CAD) system, the Bradenton Police Department will significantly reduce emergency response times and improve coordination among police, fire, and emergency medical services.	Purchase, Training and Deployment followed by evaluation of response times and integration with other software programs in use by the Police Department.
☐Improve transportation conditions		
☐Increase or improve economic activity		
☐Increase tourism		
☐Create specific immediate job opportunities		
☐Enhance specific individual's economic self sufficiency		
☐Reduce recidivism		
☐Reduce substance abuse		
☐Divert from Criminal/Juvenile justice system		
☐Improve wastewater management		
☐Improve stormwater management		

☐Improve groundwater quality		
☐Improve drinking water quality		
☐Improve surface water quality		
☐Other (Please describe):		

AGENDA ITEM NO. 6.p

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: July 22, 2026

SUBMITTED BY: Brian Norman, Public Works & Utilities

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Change Order No. 1 for the 20" Force Main Offset at 59th Street West and 21st Avenue West

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The change order includes an additional 90 feet of 20" force main replacement along 59th Street West to accommodate field conditions.

FINANCIAL IMPACT:
Funded by GL account (40859000-563000-26503).

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve Change Order No. 1 for the 20" Force Main Offset at 59th Street West and 21st Avenue West.

ATTACHMENTS:
Change Order No. 1

SECTION 00941

CHANGE ORDER (CO) NO. 1_____

OWNER/CLIENT: City of Bradenton_____PROJECT NO.: PB-23-005KC 2026-02_____PROJECT MANAGER: Brian Norman_____

ENGINEER:. _____PROJECT NO.: _____PROJECT MANAGER: _____

CONTRACTOR: Woorduff & Sons, Inc._____PROJECT NO.: P25-058_____PROJECT MANAGER: Rick Losiniecki_____

PROJECT NAME: 20" Force Main Offset at 59th St. W. & 21st Ave. W._____

DATE OF ISSUANCE: May 27, 2026_____ EFFECTIVE DATE: _____

The Contract Documents are modified as follows upon execution of this Change Order.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:	Original Contract Times: ☐ Working days ☒ Calendar days
$196,226.87	Substantial completion (days or date): 90 Ready for final payment (days or date): 90
[Increase/Decrease] from previously approved Change Orders No._____to No._____:	[Increase/Decrease] from previously approved Change Orders No._____to No._____:
$0	Substantial completion (days): 0 Ready for final payment (days): 0
Contract Price prior to this Change Order:	Contract Times prior to this Change Order:
$196,226.87	Substantial completion (days or date): 90 Ready for final payment (days or date): 90
[Increase/Decrease] of this Change Order:	[Increase/Decrease] of this Change Order:
$87.658.54	Substantial completion (days or date): 150 Ready for final payment (days or date): 150
Contract Price incorporating this Change Order:	Contract Times with all approved Change Orders:
$283,885.41	Substantial completion (days or date): 240 Ready for final payment (days or date): 240

DESCRIPTION OF CHANGE (Attach additional sheets if required.)	DEDUCT	ADD
Additional 90 feet of 20" force main replacement along 59th St W to accommodate field conditions.		$87,658.54
TOTAL		$87,658.54

SECTION 00941

ATTACHMENTS
(List documents supporting change.)

Revised proposal dated 5/5/2026 from Contractor. Original proposal dated 10/30/2025 from Contractor.

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: Brian Norman Digitally signed by Brian Norman Date: 2026.05.18 14:22:58 -04'00'	By: _____	By: _____
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date: _____	Date: _____	Date: 5/18/2026

Woodruff & Sons, Inc.

6450 - 31st Street East, Bradenton, FL 34203 (physical)
P.O. Box 10127, Bradenton, FL 34282-0127 (mailing)
Tel # 941.756.1871 ~ Fax # 941.755.1379

www.woodruffandsons.com

Proposal

To:	City Of Bradenton	**Contact:**	Brian Norman
Address:	101 Old Main Street	**Phone:**	941-245-1686
	Bradenton, FL 34205 USA	**Fax:**	
Project Name:	20" Force Main Offset 59th St. W. @ 21st Ave. W.	**Bid Number:**	P25-058r1
Project Location:	59th St W, & 26 Ave. W., Bradenton, FL	**Bid Date:**	5/5/2026

Thank you for the opportunity to quote.

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
1	Mobilize/demobilize	1.00	LS	$6,465.26	$6,465.26
2	Maintenance Of Traffic	1.00	LS	$5,584.90	$5,584.90
3	Install 20" Line Stop & 12" Temporary Bypass	300.00	LF	$176.76	$53,028.00
4	Remove & Replace Existing 20" Force Main	270.00	LF	$568.87	$153,594.90
5	Roadway & R/W Area Restoration	1.00	LS	$65,212.35	$65,212.35

Total Bid Price: $283,885.41

Notes:

- ***Survey, layout and record drawings furnished by the owners' surveyor.***
- ***City to furnish pump trucks if needed.***
- ***This proposal is based on installing 20" C900 DR18.***
- ***Allow 4 - 6 Weeks for additional materials.***
- ***This proposal includes patching excavated pavement by sawcutting trench limits, install & compact 10" of FDOT C/C base and pave 2.5" of type S-3 asphalt. (no milling)***
- All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices.
- Any item not specifically listed in this proposal is not included.
- The items within this proposal are presented as the entire project, whereby an individual line item may not be removed or eliminated without prior approval.
- Prices may be withdrawn by Woodruff & Sons, Inc. if not accepted within 45 days of receiving this proposal.

Payment Terms:

Payment due within 30 days of date of invoice, regardless of when payment is made by Owner.

ACCEPTED:	**CONFIRMED:**
The above prices, specifications and conditions are satisfactory and are hereby accepted.	**Woodruff & Sons, Inc. - Bid**
Buyer: _____	
Signature: _____	**Authorized Signature:** _____
Date of Acceptance: _____	**Estimator:** Rick Losiniecki (941) 756-1871 rickl@woodruffandsons.com

Woodruff & Sons, Inc.

6450 - 31st Street East, Bradenton, FL 34203 (physical)
P.O. Box 10127, Bradenton, FL 34282-0127 (mailing)
Tel # 941.756.1871 ~ Fax # 941.755.1379

www.woodruffandsons.com

Proposal

To:	City Of Bradenton	**Contact:**	Brian Norman
Address:	101 Old Main Street	**Phone:**	941-245-1686
	Bradenton, FL 34205 USA	**Fax:**	
Project Name:	RTL - 20" Force Main Offset 59th St. W. @ 21st Ave. W.	**Bid Number:**	P25-058
Project Location:	59th St W, & 26 Ave. W., Bradenton, FL	**Bid Date:**	10/30/2025

Thank you for the opportunity to quote.

Item #	Item Description	Estimated Quantity	Unit	Total Price
1	Furnish & Install 20" Force Main Offset	1.00	LS	$156,892.59
2	Roadway & R/W Area Restoration	1.00	LS	$39,334.28

Total Bid Price: $196,226.87

Notes:

- ***Survey, layout and record drawings furnished by the owners' surveyor.***
- ***City to furnish pump trucks if needed.***
- ***This proposal is based on installing 20" C900 DR18 in lieu of 20" DIP due to 12 - 14 weeks lead times for 20" DIP.***
- ***This proposal includes patching excavated pavement by sawcutting trench limits, install & compact 10" of FDOT C/C base and pave 2.5" of type S-3 asphalt. (no milling)***
- ***Allow 6 - 8 Weeks for materials once NTP is issued.***
- All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices.
- Any item not specifically listed in this proposal is not included.
- The items within this proposal are presented as the entire project, whereby an individual line item may not be removed or eliminated without prior approval.
- Prices may be withdrawn by Woodruff & Sons, Inc. if not accepted within 45 days of receiving this proposal.

Payment Terms:

Payment due within 30 days of date of invoice, regardless of when payment is made by Owner.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. **Buyer:** _____ **Signature:** _____ **Date of Acceptance:** _____	**CONFIRMED:** **Woodruff & Sons, Inc. - Bid** **Authorized Signature:** _____ **Estimator:** Rick Losinieckl (941) 756-1871 rickl@woodruffandsons.com

AGENDA ITEM NO. 6.q

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: July 22, 2026

SUBMITTED BY: Kristofer Eccles, Public Works & Utilities

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Change Order No. 1 for Manhole Lining

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Change Order 1 for Work Assignment 2603 - Manhole Lining addresses additional work necessary at certain manholes based on actual field conditions, including thicker lining applications, bench rebuilding, injection grouting, traffic control, and barricades. The original proposal was based on estimated quantities and anticipated rehabilitation work for the manholes included in the work assignment.

FINANCIAL IMPACT:
The Change Order will be funded by GL account (40859000-563000-26505).

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve Change Order No. 1 for manhole lining.

ATTACHMENTS:
Change Order No. 1

SECTION 00941

CHANGE ORDER (CO) NO. 1

OWNER/CLIENT: City of Bradenton PROJECT NO.: PROJECT MANAGER: David Lopez-Rivera

ENGINEER: David Lopez-Rivera PROJECT NO.: PROJECT MANAGER:

CONTRACTOR: GML COATINGS PROJECT NO.: PROJECT MANAGER: Dale Flocker

PROJECT NAME: WA: 2603 Manhole Lining

DATE OF ISSUANCE: 05/07/2026 EFFECTIVE DATE:

The Contract Documents are modified as follows upon execution of this Change Order.

CHANGE IN CONTRACT PRICE:

Original Contract Price:

$ 142,718.40

[Increase/Decrease] from previously approved Change Orders No._____to No._____:

$

Contract Price prior to this Change Order:

$ 142,718.40

[Increase/Decrease] of this Change Order:

$ $136,827.48

Contract Price incorporating this Change Order:

$ 279,545.88

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ■ Calendar days

Substantial completion (days or date): 05/07/2026

Ready for final payment (days or date): 05/07/2026

[Increase/Decrease] from previously approved Change Orders No._____to No. 1 :

Substantial completion (days): 05/07/2026

Ready for final payment (days): 05/07/2026

Contract Times prior to this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

[Increase/Decrease] of this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Contract Times with all approved Change Orders:

Substantial completion (days or date):

Ready for final payment (days or date):

DESCRIPTION OF CHANGE (Attach additional sheets if required.)	DEDUCT	ADD
A lot of the manholes had additional cost not originally anticipated. This includes utilizing Vacuum trucks, Rebuilding Benches,		$136,827.48
Injection Grouting, more traffic control than originally anticipated.		
SUBTOTAL		

SECTION 00941

ATTACHMENTS
(List documents supporting change.)

This Change Order is an amendment to the Contract Agreement between Contractor and the Owner, and all contract provisions shall apply unless specifically exempted. The amount and time change designated are the maximum agreed to by the Owner and the Contractor for this change. In consideration of the foregoing adjustments in contract time and contract amount, the Contractor hereby releases the Owner from all claims, demands, or causes of action arising from the transactions, events, and occurrences related to this Change Order. This written Change Order is the entire agreement between Owner and Contractor with respect to this Change Order. No other agreements or modifications shall apply to this Contract amendment unless expressly provided herein. This Change Order represents final action relating to this Change Order.

RECOMMENDED:

By: Kim B Clayback, PE Digitally signed by Kim B Clayback, PE Date: 2026.07.08 07:51:08 -04'00'

Engineer (Authorized Signature)

Date: 07/10/2026

Approved by Funding Agency (if applicable):

ACCEPTED:

By: _____

Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____

Contractor (Authorized Signature)

Date: 6/26/2026

Date: _____

INVOICE

GML Coatings, LLC
10315 Technology Terrace,
Bradenton, FL 34211

To: City of Bradenton
Public Work and Utilities
1411 9th St W, Bradenton, FL 34205
kim.clayback@cityofbradenton.com

GML Project #: **25118**
Invoice #: 26.25118-1
Date: 5/7/2026
Application: 1

PO #: **20262041**
Project: **Misc. MH Project**

Invoice due date: 6/6/2026
Payment terms: Net 30
Retainage: 0%

Line	Description	Depth	Contract Amount	Current % Complete	Total
1	**B01MH106**	2	$1,512.48	100.00%	$1,512.48
2	**B02MH036**	5	$3,310.78	100.00%	$3,310.78
3	**B04MH004**	12	$11,949.92	100.00%	$11,949.92
4	**B04MH121**	8	$4,282.40	100.00%	$4,282.40
5	**B17MH023**	11	$8,142.12	100.00%	$8,142.12
6	**B17MH045**	5	$2,676.50	100.00%	$2,676.50
7	**B18MH092**	4.5	$3,204.23	100.00%	$3,204.23
8	**B18MH116**	5.5	$3,850.12	100.00%	$3,850.12
9	**B19MH017**	13	$14,121.47	100.00%	$14,121.47
10	**B01MH210**	9	$7,307.25	100.00%	$7,307.25
11	**B01MH097**	9	$7,017.19	100.00%	$7,017.19
12	**B01MH168**	3.5	$2,646.62	100.00%	$2,646.62
13	**B02MH053**	3.5	$3,090.62	100.00%	$3,090.62
14	**B04MH002**	12	$17,395.21	100.00%	$17,395.21
15	**B04MH062**	9.5	$9,266.81	100.00%	$9,266.81
16	**B04MH107**	13	$13,725.36	100.00%	$13,725.36
17	**B08MH011**	9	$7,181.31	100.00%	$7,181.31
18	**B08MH012**	9	$7,623.19	100.00%	$7,623.19
19	**B08MH014**	6	$6,494.54	100.00%	$6,494.54
20	**B08MH015**	6	$5,733.41	100.00%	$5,733.41
21	**B11MH016**	8	$7,402.11	100.00%	$7,402.11
22	**B11MH078**	6	$6,696.54	100.00%	$6,696.54
23	**B13MH033**	4.5	$4,642.77	100.00%	$4,642.77
24	**B17MH007**	9	$7,017.19	100.00%	$7,017.19
25	**B17MH030**	5.5	$7,640.44	100.00%	$7,640.44
26	**B17MH029**	5.5	$7,640.44	100.00%	$7,640.44
27	**B17MH041**	5	$3,591.51	100.00%	$3,591.51
28	**B17MH071**	9	$13,077.19	100.00%	$13,077.19
29	**B17MH084**	3.5	$3,090.62	100.00%	$3,090.62
30	**B18MH024**	10	$7,567.83	100.00%	$7,567.83
31	**B18MH046**	9.5	$7,332.15	100.00%	$7,332.15
32	**B18MH080**	4	$3,027.13	100.00%	$3,027.13
33	**B18MH087**	9	$10,535.42	100.00%	$10,535.42
34	**B08MH002**	10	$7,647.11	100.00%	$7,647.11
35	**B04MH119**	3	$3,127.03	100.00%	$3,127.03
36	**B11MH013**	9	$9,381.56	100.00%	$9,381.56
37	**B18MH001**	14	$14,170.02	100.00%	$14,170.02
38	**B19MH018**	12	$15,427.31	100.00%	$15,427.31
		Total:	**$279,545.88**		
	Less previous application:		*$0.00*		
				Total Due This Invoice:	**$279,545.88**

Make all checks payable to:
GML Coatings, LLC
10315 Technology Terrace,
Bradenton, FL 34211

"No business is so important that it will be pursued at the sacrifice of safety"

From: Dale Flocker
To: David Lopez Rivera
Cc: David Lindsey; Kim Clayback; Roy D. Lessig, Jr.; Kristofer Eccles
Subject: Re: [EXTERNAL] GML Inv. 26.25118-1
Date: Thursday, May 21, 2026 1:35:46 PM
Attachments: Outlook-acmwwrxu
Outlook-md44q0si.png
Outlook-4kitrz2m.png
B08MH014_B08MH015.pdf

This Message Is From an External Sender
This email originated from outside the City's email system, therefore the authenticity of the sender cannot be established. Exercise caution before clicking links, opening attachments or responding.

Good Afternoon David,

While the structure depth was measured at 6 feet in both the proposal and invoice, the original proposal depth accounts for the vertical rehabilitation quantity only shown below.

- Corrosion Protection ($373.75 VF)
- Application 1/2" ($156.25 VF)
- **Combined VF Cost = $530 VF**
- Mobilization (2% of subtotal)
- (6x530)*.02 = $3,243.60

This does not include any ancillary bid items or field conditions encountered during execution. The invoice reflects the actual quantities and contract items applied.

- Corrosion Protection ($373.75 VF)
- Application 1" (249.94 VF)
- **Combined VF Cost = $623.69 VF**
- Bench Rebuild ($437.50 EA)
- Injection Grouting ($897.00 EA)
- Traffic Control Arrow board ($50 EA), per day, $400
- Barricades ($2 EA), per day, $200
- Mobilization (1% of subtotal)
- ((6x623.69) + 437.50 + 897.00 + 400.00 + 200.00) *.01 = $5,733.41

Thanks,

Dale Flocker

Director of Operations
GML Coatings LLC
10315 Technology Terrace
Bradenton, FL 34211
Office: (941) 755-2176 ext. 21
Cell: (941) 281-9236
Dale@gmlcoatings.com

From: David Lopez Rivera <David.Lopez-Rivera@bradentonfl.gov>
Sent: Thursday, May 21, 2026 7:38 AM
To: Dale Flocker <dale@gmlcoatings.com>
Cc: David Lindsey <David.Lindsey@bradentonfl.gov>; Kim Clayback <Kim.Clayback@bradentonFL.gov>; Roy D. Lessig, Jr. <Roy.Lessig@bradentonFL.gov>; Kristofer Eccles <Kristofer.Eccles@bradentonFL.gov>
Subject: RE: [EXTERNAL] GML Inv. 26.25118-1

Hello Dale,

Can you explain all the added costs for this invoice? I understand that the depths varied, and most were not 6 feet. For this reason, please explain all the costs associated with manhole B08MH015, which was measured at 6 feet in both the invoice and the proposal, by listing the bid items in the contract and the unit quantities so that we can see what was added.

Thanks,

David Lopez-Rivera

City of Bradenton | Public Works & Utilities

C: 941-290-9324

AGENDA ITEM NO. 6.r

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: July 22, 2026

SUBMITTED BY: Brian Norman, Public Works & Utilities

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Repair of the Existing Bar Screens at the Water Reclamation Facility (WRF)

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
This purchase will furnish and install repair parts to the existing bar screens at the Water Reclamation Facility (WRF). The work will be completed by the equipment manufacturer, Huber Technology.

FINANCIAL IMPACT:
Funded by GL 40859000-563000-26545.

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the repair of the existing bar screens at the WRF.

ATTACHMENTS:
Single Source Justification Form

EXHIBIT B
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:

   See attached quote from Huber Technology to repair the existing barscreens at the WRF Headworks.

   The quote was provided by Clayton Watson, 1-704-990-2409, Clayton.Watson@hhusa.net.

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

   The barscreens are existing proprietary treatment equipment already at the WRF.

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

   To maintain our warranty for the screening system, maintenance of the barscreens must be performed by the manufacturer, Huber Technology.

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

   Huber Technology was contacted directly to obtain this quote.

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

   Repair of the barscreens is needed to maintain primary wastewater treatment and prevent effluent permit violations. Competitive bidding is not applicable.

Requestor's Signature: Brian Norman Digitally signed by Brian Norman Date: 2026.07.07 09:55:08 -04'00' Date: 7/7/2026

Purchasing Manager's Signature: Erin Jones Date: 7/10/2026

3590738v1

3690459v1

Note: This is for a single source. The plant currently has Huber technology parts and only they can repair and replace the products in order to keep the warranty in place.

Billing Address
City of Bradenton
101 12th St W
pwpurchasing@bradentonfl.gov
Bradenton, FL 34205
UNITED STATES

Delivery Address
City of Bradenton
101 12th St W
pwpurchasing@bradentonfl.gov
Bradenton, FL 34205
UNITED STATES

OFFER:	**C1002582 / V1**	Date Printed:	1/26/26
Your Reference:	Bradenton, FL 73005117)	Our Reference:	Clayton Watson
		Phone:	+1 704-990-2409
Your Reference:		Email:	Clayton.Watson@hhusa.net
		Customer No.:	126704

Pos	Quantity	Unit	Item Description	Price USD	Total USD Tax (%)
10/1	2.00	pcs	51229268 plate t=6 82x772	166.91	**333.83** 0%
20/1	4.00	pcs	713169 flange bearing UCFC210 ZP d50 bo110 BC138 RAL 5015	109.73	**438.92** 0%
30/1	16.00	pcs	706203 hexagon bolt DIN 933 M12x 45	2.03	**32.48** 0%
40/1	16.00	pcs	702426 washer DIN 125 A13,0	0.64	**10.24** 0%
50/1	2.00	pcs	704568 proximity switch 7 M12 IP67 t<18 NF500A	123.44	**246.88** 0%
60/1	2.00	pcs	714012 connection cable with plug ENC05A 90° M12 L5000 Ex	69.18	**138.36** 0%
70/1	2.00	pcs	10065666 LOCTITE 648 Kit	140.99	**281.98** 0%
80/1	2.00	pcs	10109720 grease Klüberpaste ME 31-52 70g	41.85	**83.70** 0%
90/1	4.00	pcs	506728 pin 80/59x 97 M10/M12	758.61	**3,034.44** 0%
100/1	16.00	pcs	703044 cap screw DIN 6912 M12x 25	3.76	**60.16** 0%
110/1	4.00	pcs	10067598 bearing seat 60/280x 98 6xbo13	2,158.65	**8,634.60** 0%

HUBER TECHNOLOGY
WASTE WATER Solutions

Offer:	**C1002582**
Date Printed:	1/26/26
Page:	2 (8)

Pos	Quantity	Unit	Item Description	Price USD	Total USD Tax (%)
120/1	4.00	pcs	10011426 round blank 59x 6,0 2xsh13x10,5	32.27	**129.08** 0%
130/1	4.00	pcs	10011167 round blank 95x 8,0 2xbo10,5	1.09	**4.36** 0%
140/1	4.00	pcs	52163794 ring 60/ 95x 3,18	217.00	**868.00** 0%
150/1	8.00	pcs	702729 hexagon bolt DIN 933 M10x 30	2.12	**16.96** 0%
160/1	8.00	pcs	702425 washer DIN 125 A10,5	0.46	**3.68** 0%
170/1	4.00	pcs	52170019 round blank 350x 7,94 10xbo12,2	139.75	**558.99** 0%
180/1	28.16	m	10063962 chain DIN 8167 M 56 p160 D60 b1 24	303.54	**8,547.69** 0%
190/1	10.00	pcs	702839 hexagon nut DIN 934 M12	1.50	**15.00** 0%
200/1	10.00	pcs	704910 set screw DIN 916 M12x 25	0.90	**9.00** 0%
210/1	10.00	pcs	702489 hexagon nut DIN 439 M12	0.87	**8.75** 0%
220/1	4.00	pcs	10082906 chain wheel split M56 D60 d210 z8 p160 t21,6 6xbo13	3,865.53	**15,462.12** 0%
230/1	4.00	pcs	10065697 chain wheel M56 D60 d210 z8 p160 t21,6 6xbo13	3,762.71	**15,050.84** 0%
240/1	12.00	pcs	706203 hexagon bolt DIN 933 M12x 45	2.03	**24.36** 0%
250/1	24.00	pcs	702426 washer DIN 125 A13,0	0.64	**15.36** 0%
260/1	24.00	pcs	702839 hexagon nut DIN 934 M12	1.50	**36.00** 0%
270/1	12.00	pcs	702833 hexagon bolt DIN 933 M12x 55	1.64	**19.68** 0%
280/1	4.00	pcs	10229425 U-profile 76/ 32/ 2x 420	168.43	**673.73** 0%
290/1	4.00	pcs	10295716 track way L=2520	878.06	**3,512.26** 0%
295/1	4.00	pcs	10295713 track way L=3040	1,067.72	**4,270.86** 0%
300/1	1.00	pcs	10000002	26,125.00	**26,125.00**

Pos	Quantity	Unit	Item Description	Price USD	Total USD Tax (%)
			Labor		0%
310/1	1.00	pcs	10000002	2,000.00	**2,000.00**
			Lifting Equipment		0%
320/1	1.00	pcs	10000002	5,000.00	**5,000.00**
			Estimated Freight & Import Duties		0%

Total net	**USD**	**95,647.31**
Including Sales Tax	**USD**	**0.00**
Total gross	**USD**	**95,647.31**

Additional tariffs, import duties, or other government-imposed charges introduced after a quote or order has been placed are not included in our pricing and will be invoiced separately to the customer. HUBER Technology LLC will inform customers of relevant changes to the best of our knowledge and economic feasibility.

The quotation is subject to national or international export control regulations and embargoes or any other export restrictions.

Valid for: 30 days
Delivery: prepaid and add
Payment terms: Net 30 days

Best regards

Clayton Watson
HUBER Technology, LLC

Aftermarket Sales & Service Rates 2026

Field Service Base Rate	**$170.00 per hour**
Training	
Product Training	**$170.00 per hour**
Travel	
Travel (time)	**$170.00 per hour**
Mileage	**$0.65 per mile**
Manufacturing/Engineering Services in house	
Services include failure analysis of returned hardware	**$170.00 per hour**
Premium Rates	
Overtime rate (in excess of 8 hours per day	**$240.00 per hour**
Standby rate	**Applicable base rate**
Double time rate (Sunday, Holiday, or in excess of 12 hours)	**$340.00 per hour**
Expenses	
Travel and accommodations	**Actual cost**
Per Diem Business Rate Plan 1	**$74.00 per day**
High Cost Area Rate 2	**$86.00 per day**
Service Truck Rate	**$250.00 per day**

Aftermarket Sales & Service Rates 2026

Field service Base Rate. Rates are calculated from the day the Service Specialist departs Huber Technology, Huntersville, North Carolina until the day the Service Specialist returns to Huber Technology, LLC, Huntersville, North Carolina. Rates include weekends and holidays. If a Service Specialist is required to travel from any other location, including, Germany the rates are calculated from when the Service Specialist departs the home office until the day the Service Specialist returns to the home office.

Travel. Time includes transportation to and from the airport, security clearance, time between flight changes, driving time and local travel to and from worksite. Travel time in excess of eight (8) hours may be billed at the premium rate.

Double Time. Any Sunday or **Recognized Huber Technology, LLC Holiday.**

Transportation. The customer is responsible for reimbursing Huber Technology, LLC for all transportation charges associated with service work. Flights will be booked as coach-tourist class unless it is unavailable. Rental car, gas, taxis, airport / hotel limousines, company or personal vehicles will be used when necessary.

Standby rate. Applies to the time a Service Specialist is available for work and is located at or near the job site but unable to work due to circumstances beyond his control. Time shall be considered time worked and will be charged at the applicable base or premium rate.

Accommodations and Meals. Meals are charged at $60.00 per day or $70.00 per day depending on the area (See Business Rate Plan 1 and 2). If an overnight stay is required, the customer is required to reimburse Huber Technology, LLC for lodging charges. Hotel rooms will be booked on a business executive, single occupancy basis.

Visa, Work Permits & Local Taxes. The customer is responsible to pay any and all taxes, user fees or special assessments. If a visa or work permit is required before departing for an international assignment, the fee will be charged to the customer at actual cost (including any expediting charges).

Warranties. Per Huber Technology, LLC´s Terms and Conditions of Sale, Huber Technology, LLC warrants Field Service work performed at site. “Breach of Warranty”
claims do not entitle the customer to refuse payment for field service work. HUBER TECHNOLOGY, LLC MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, WITH REGARD TO THE DESIGN, SALE, MERCHANTABILITY OR FITNESS OF THE GOODS FOR A PARTICULAR PURPOSE OR USE EXCEPT AS EXPRESSLY SET FORTH IN HUBER TECHNOLOGY, LLC´S TERMS AND CONDITIONS. HUBER TECHNOLOGY, LLC IS NOT SUBJECT TO ANY OTHER OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR WARRANTY, TORT CLAIMS INCLUDING NEGLIGENCE AND STRICT LIABILITY, OR ANY OTHER THEORIES OF LAW. HUBER TECHNOLOGY, LLC IS UNDER NO EVENT LIABLE FOR ANY SPECIFIC, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSS, DAMAGES, EXPENSE, INJURY, DISMEMBERMENT, OR DEATH OF ANY KIND WHATSOEVER.

SCHEDULING – 10 Working Days Notice. Request for field service should be made in writing (letter, fax or e-mail) to Huber Technology, LLC at least ten (10) working days prior to the date for which services are requested. Confirmation of the service will be conveyed verbally by Huber Technology, LLC

Insurance. All Huber Technology, LLC Service Specialists are insured. Liability insurance certificates may be provided upon request by the customer in order to allow for sufficient time for document processing, the request must be made at least seven (7) working days prior to the date of services.

Hazardous Locations.
Huber Technology, LLC reserves the right to recall its personnel if the worksite does not meet governmental health and safety standards.

Minimum Daily Charge. For all Field Service Base Rates or combinations of Base Rates, the minimum fee will be for eight (8) hours. If services are performed on the same day as travel, travel time will be billed in addition to service time.

Overtime. The overtime rate applies to work or travel in excess of eight (8) hours per day (weekdays) and all Saturday work. Workdays in excess of (16) hours are prohibited. Service specialist are NOT required to perform, and may decline, work in excess of twelve (12) hours. The overtime charge shall be at the base rate plus a one hundred percent (100%) premium.

Recognized Huber Technology, LLC Holidays New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, the Friday after Thanksgiving Day, Christmas Eve and Christmas Day.

Expenses. The customer is responsible for ALL expenses associated with service work. All travel expenses including airfare, taxi, mileage for personal or company owned vehicles or any other chauffeured vehicle, living accommodations and meals will be invoiced. Invoices will include a cost
break-down. Copies of receipts will not be furnished unless specifically requested. Original receipts cannot be provided. Receipts for under $25.00 cannot be provided. Use of personal or company owned vehicles will be invoice at the rate set by IRS mileage regulations.

Payment. All field service invoices are in U.S. Currency and all payments must be in U.S. Dollars. Payment is due NET 30 DAYS from the date of invoice.

Purchase Orders. A purchase order is required BEFORE any field service arrangements will be made. The purchase order is to be made out to Huber Technology, LLC and must contain the following information: 1) Customer's name, 2) company, 3) billing address, 4) dates of service, 5) type of service requested (i.e. installation, commissioning, troubleshooting, training, etc.), 6) serial number / model number, 7) equipment purchase order number, and 8) equipment tag numbers. A “confirming-copy” purchase order must follow any preliminary arrangements. Equipment location including city, state, plant site, directions to the site, a local contact and telephone number must also be included.
2) Amended Purchase Orders. An amended PO is required if services are extended beyond the cost of the original PO. If the Service Specialist is on site and an amendment is required, the PO must be completed and submitted to Huber Technology, LLC before the Service Specialist can continue working.

Applicable law. Any purchase order accepted by Huber Technology, LLC in conjunction with Field Service work, shall be deemed to have been executed, delivered and accepted in the State of North Carolina, USA and shall be governed, construed and enforced pursuant to the laws of the State of North Carolina, USA

Huber Technology, LLC can not offer fixed lump sum contracts for Field Service activities. The duration of site visitation is neither under our direct control nor influence, and as such we can only provide estimates of time on-site to affect the required service actions. Field service published rates and terms are valid through December 2026

Warranty and Returns Policy & Instructions

Huber Technology, LLC ("Huber") warranties any **original** Huber part (mechanical or electrical) for a period of:
A. Twelve (12) months from the date of purchase and only when part(s) are installed by a Huber factory trained technician. Should the part(s) fail within the warranty period, a replacement shall be supplied at no cost to the owner ("Replacement Part")
1. Only valid if the product is operated in accordance with the manufacturer's instructions.
2. The replacement part(s) must not be modified or changed in anyway.
3. The replacement part(s) must be installed by a qualified person to the manufacturer's specifications
Or
B. Three (3) months from the date of purchase and/or installed by a non-Huber factory trained technician.
1. Only valid if the product is operated in accordance with the manufacturer's instructions
2. The replacement part(s) must not be modified or changed in anyway.
3. The replacement part(s) must be installed by a qualified person to the manufacturer's specifications

This warranty does not apply to any damage or defect arising out of any of the following circumstances:

• Part(s) needing repair or replacement due to events or circumstances outside of normal use and operation of the equipment.
• Part(s) or components damaged due to power surges, short circuits, loss of power, lightning strikes, fire or water damage, vandalism, theft, or any other causes outside of normal use and operation of the equipment or that would normally be covered by casualty insurance on the equipment.
• Damage or defects caused by neglect, incorrect application, abuse, or by accidental damage of the parts or components.
• Repair or replacement of part(s) or components due to improper or negligent operation of the equipment.
• Damage or defects to the part(s), component(s), or equipment caused by the attempted repair by an unauthorized or unqualified person.

All Huber parts warranties are non- transferable, and cannot be sold, assigned or transferred in any other way.

This warranty of **original** Huber Service parts does not include the labor to remove the defective part nor the labor to install the new part. **All labor costs associated with the replacement of the part is the responsibility of the owner.** The request for assistance of a certified Huber technician is available upon the issuance of a purchase order by the owner. The fee for the assistance of a Huber technician includes labor (billed at prevailing Huber Field Service Base Rates) plus associated expenses for travel to and from the jobsite.

Return of New Wear or Spare Parts:

• Any original Huber part(s) returned to Huber after a purchase order has been submitted is subject to a flat twenty percent (20%) restocking fee for each part returned.
• The customer has up to thirty (30) days to return a part from the purchase order submittal date to Huber. **Returns will not be accepted past thirty (30) days.**
• Part(s) must be new and never installed. Any indication of wear or installation, at Huber's sole discretion, may result in the part(s) being shipped back to owner, at the owner's cost, and no credit shall be issued.
• **Exception:**
The owner may exchange, without a restocking fee, if the incorrect part(s) is delivered and/or sold to the

owner by a Huber team member. Huber will ship the correct part(s) to the owner expeditiously. A refund will be issued to the owner upon Huber´s receipt of the incorrect part(s).
warehouse.
The customer may return, without a restocking fee, any original Huber part(s) if said part(s) was sold as part of a complete rebuild and the Huber technician concluded the part(s) were not needed. The customer has thirty (30) days from the date the service was completed. After thirty (30) days have expired, the normal Huber restocking fee shall apply.

Warranty and Returns Policy & Instructions

Return of Damaged / Defective Items

• In the event of a damaged or defective part, the return process can often be expedited by providing a digital image of the damage or defect (along with a clear description of the problem) in an email to the Huber Aftermarket Team ("Aftermarket Team") at the following email address: returns@hhusa.net. The phone and fax numbers for Aftermarket Team are: 704.990.2045; Fax: 704.896.2830.
Huber reserves the right to inspect in person even if a digital image is provided as outlined above.
• If the damage or defect **cannot be verified over the phone or via email** contact, the item may be required to be returned to Huber Technology, LLC for inspection before a determination can be made as to the state of the product.
• The Aftermarket Team will validate the warranty claim for the defective part.
• If the Aftermarket Team determines that the part is under warranty and should be replaced, the Aftermarket Team will provide a Return Merchandise Authorization ("RMA") number and a shipping address to the Customer for the return of the defective part.
• The Customer shall ship the part to the specified address with the RMA number listed on the outside of the package.
• When the warranty part has been repaired (or replaced) by Huber, the part will be shipped to the "ship-to" address included in the RMA information provided by the Customer.

Return shipping cost

• ONLY in the event that an incorrect part is sold to the Customer by a Huber team member, will Huber pay for shipping. The Customer will be provided with a prepaid return shipping label.
• UNDER ALL OTHER CIRCUMSTANCES, the Customer returning the part(s) is responsible for any freight costs incurred for returning the part(s).
• UNDER NO CIRCUMSTANCE will Huber reimburse (or provide credit) for return shipping costs incurred by the Customer.

How to Request an RMA (Return Merchandise Authorization)

Contact the Huber Technology Aftermarket Sales Team and request a Return Merchandise Authorization ("RMA") number.
• Completely fill out the RMA form.
• Include the completed RMA form in the package along with the item(s) to be returned.
• Write the RMA number conspicuously on the outside of the package to ensure proper routing upon receipt by the Aftermarket Team.
• Ship the package to:

o o Huber Technology, LLC
Aftermarket Sales and Service
1009 Airlie Parkway
Denver, NC 28037
Phone: 704.874.8237 Fax 704.896.2830 Email: service@hhusa.net

AGENDA ITEM NO. 6.s

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: July 22, 2026

SUBMITTED BY: Kim Clayback, Public Works & Utilities

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Work Assignment for 23rd Street East Stormwater Improvements

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The stormwater system from the FS02 pond to the 2nd Avenue East drainage collection system was deferred when the station was built. Public Works completed the design and is now requesting remaining ARPA funds and previously budgeted FY2026 funds be allocated to construction of the storm system.

FINANCIAL IMPACT:
The Project would be funded by remaining ARPA funds and FY2026 Stormwater Funds (43053810-563000-26508).

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the work assignment for 23rd Street East Stormwater Improvements.

ATTACHMENTS:
Work Assignment for 23rd Street East Stormwater Improvements Proposal

Construction Drawings

WORK ASSIGNMENT

WORK ASSIGNMENT NO. STM01

WORK ASSIGNMENT TITLE: 23rd St W Drainage Improvements

Pursuant to the City of Bradenton, Agreement PB-23-006KC entered into by and between The City of Bradenton, a Florida municipality, hereinafter referred to as the "City" and Woodruff and Sons, 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: Installation of a drainage system on 23rd St E to convey water from the pond at FS02 to the stormwater collection system on 2nd Ave E

Contractor shall perform Tasks as more specifically detailed below:

1. SCOPE OF WORK – Drawing attached indicating work to be performed
2. PROJECT ESTIMATE - Attached
3. WORK ASSIGNMENT SCHEDULE – Work to be completed by 10.30.26

Compensation to the Contractor for all of the above identified Services shall not exceed $456,873.30
Compensation for the tasks shall not exceed the amounts set forth as follows:

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.

Consultant agrees to perform or render Services in accordance with this Agreement No. PB-23-006KC for $456,873.30 and this Work Assignment dated below.

CONSULTANT

BY: Chad A. Wakeman

Printed Name: Chad A. Wakeman

Title: Vice President

Date: July 10th 2026

CITY OF BRADENTON

BY: _____

Date: _____

Woodruff & Sons, Inc.

6450 - 31st Street East, Bradenton, FL 34203 (physical)
P.O. Box 10127, Bradenton, FL 34282-0127 (mailing)
Tel # 941.756.1871 ~ Fax # 941.755.1379

www.woodruffandsons.com

Proposal

To:	City Of Bradenton	**Contact:**	Kim B. Clayback, P.E.
Address:	101 Old Main Street	**Phone:**	
	Bradenton, FL 34205 USA	**Fax:**	
Project Name:	23rd St. E. Drainage Improvements	**Bid Number:**	P26-016
Project Location:	Bradenton, FL.	**Bid Date:**	4/30/2026

Thank you for the opportunity to quote.

Item #	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
A) General					
1	Mobilization	1.00	LS	$24,876.99	$24,876.99
2	Maintenance Of Traffic	1.00	LS	$5,426.76	$5,426.76
3	Survey Layout & Asbuilts	1.00	LS	$14,652.15	$14,652.15
4	Inlet Protection System	4.00	EACH	$864.23	$3,456.92
		Total Price for above A) General Items:			**$48,412.82**
B) Site Work					
5	Removal Of Existing Concrete	12.00	SY	$249.55	$2,994.60
6	Optional Base Group 06	712.00	SY	$41.16	$29,305.92
7	Milling Ex. Asph Pavt, 1.5" Avg Depth	2,146.00	SY	$8.38	$17,983.48
8	Asph Conc FC, Traffic C, FC-9.5 (SY*D*110/2000)	2,146.00	SY	$30.74	$65,968.04
9	Manhole, Adjust	3.00	EACH	$2,358.44	$7,075.32
10	Valve Boxes, Adjust	1.00	EACH	$1,550.72	$1,550.72
11	Water Services, Adjust	8.00	EACH	$2,099.36	$16,794.88
12	Sewer Services, Adjust	2.00	EACH	$2,337.50	$4,675.00
13	Valley Gutter-Concrete	111.00	LF	$117.32	$13,022.52
14	Performance Turf, Sod	120.00	SY	$11.13	$1,335.60
		Total Price for above B) Site Work Items:			**$160,706.08**
C) Drainage Improvements					
15	Curb Inlet	2.00	EACH	$14,247.13	$28,494.26
16	Manhole	4.00	EACH	$9,557.64	$38,230.56
17	Pipe Culvert, A2000 PVC, 18"	784.00	LF	$168.24	$131,900.16
18	Tie Into Existing Structures	2.00	EACH	$3,797.74	$7,595.48
		Total Price for above C) Drainage Improvements Items:			**$206,220.46**
D) Contingency					
19	Contingency (10%)	1.00	LS	$41,533.94	$41,533.94
		Total Price for above D) Contingency Items:			**$41,533.94**

Total Bid Price: $456,873.30

Notes:

- All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices.
- Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the proposal.
- Any item not specifically listed in this proposal is not included.

Woodruff & Sons, Inc.

6450 - 31st Street East, Bradenton, FL 34203 (physical)
P.O. Box 10127, Bradenton, FL 34282-0127 (mailing)
Tel # 941.756.1871 ~ Fax # 941.755.1379

www.woodruffandsons.com

Proposal

To:	City Of Bradenton	**Contact:**	Kim B. Clayback, P.E.
Address:	101 Old Main Street	**Phone:**	
	Bradenton, FL 34205 USA	**Fax:**	
Project Name:	23rd St. E. Drainage Improvements	**Bid Number:**	P26-016
Project Location:	Bradenton, FL.	**Bid Date:**	4/30/2026

- The items within this proposal are presented as the entire project, whereby an individual line item may not be removed or eliminated without prior approval.
- Prices may be withdrawn by Woodruff & Sons, Inc. if not accepted within 45 days of receiving this proposal.

Payment Terms:

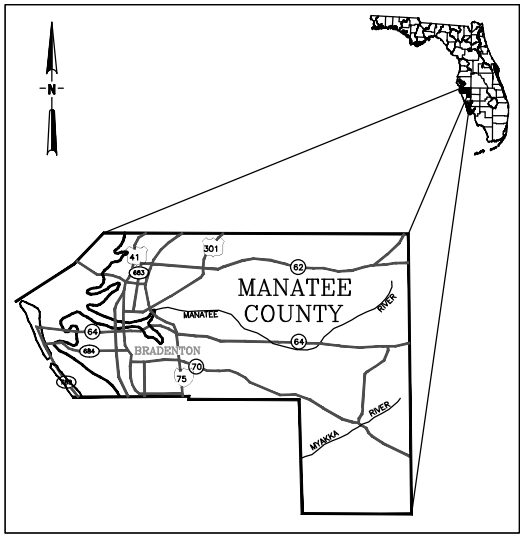
Payment due within 30 days of date of invoice, regardless of when payment is made by Owner.

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted. **Buyer:** _____ **Signature:** _____ **Date of Acceptance:** _____	**CONFIRMED:** **Woodruff & Sons, Inc. - Bid** **Authorized Signature:** _____ **Estimator:** Rick Losiniecki (941) 756-1871 rickl@woodruffandsons.com

23RD STREET EAST
DRAINAGE IMPROVEMENTS
(MANATEE AVENUE EAST TO 2ND AVENUE EAST)

CONSTRUCTION DRAWINGS

100% DESIGN



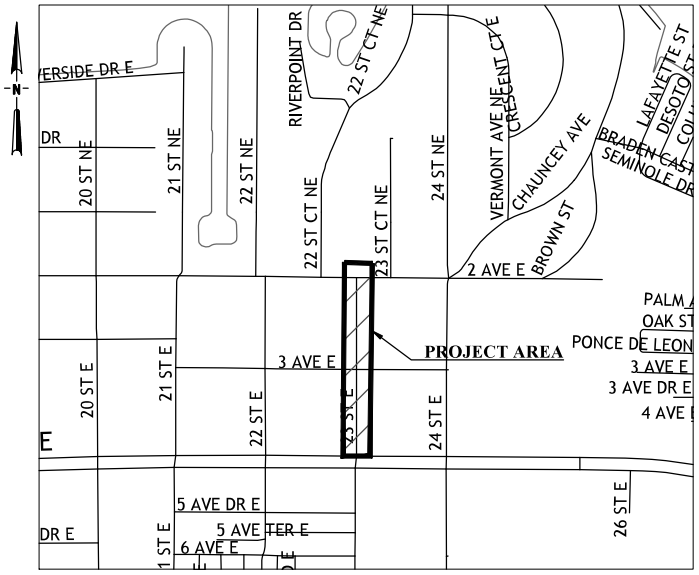
SITE VICINITY MAP

b r a d e n t o n
The Friendly City
Public Works and Utilities

PREPARED BY:

CITY OF BRADENTON

PUBLIC WORKS and UTILITIES DEPARTMENT
OCTOBER 2025



LOCATION MAP

ENGINEER OF RECORD:

KIM B. CLAYBACK. P.E.
P.E. NO.: 71516
CITY OF BRADENTON
1411 9TH STREET WEST
BRADENTON, FL 34205
(941) 708-6300

Filename: P:\ENGINEERING\INTERNAL PROJECTS\23RD STREET EAST DRAINAGE IMPROVEMENTS\DESIGN\23RD STREET EAST DRAINAGE IMPROVEMENTS.DWG
Saved on: 3/6/2026 6:16:04 AM By: S_SIBERT Date Plotted: 3/6/2026 7:03:53 AM

GENERAL NOTES

REFERENCED DATA

1. TOPOGRAPHIC SURVEY PERFORMED BY ESP Associates FL, INC., 518 13TH STREET WEST, BRADENTON, FL 34205, A LICENSED PROFESSIONAL LAND SURVEYOR, DATED MARCH 4, 2020.
2. THE FOLLOWING NGS VERTICAL CONTROL POINT WAS RECOVERED AND UTILIZED FOR THE ELEVATIONS INDICATED HEREIN: "COB 1003" NAVD 1988 ELEVATION 6.05'.
3. THE SURVEY INFORMATION CONTAINED HEREIN WAS OBTAINED FOR DESIGN PURPOSES AND MAY NOT BE AN ADEQUATE REPRESENTATION OF ACTUAL CONDITIONS FOR PROJECT CONSTRUCTION. EXISTING CONTOURS SHOWN REPRESENT INTERPOLATIONS/EXTRAPOLATIONS FROM THE BEST AVAILABLE SURVEY DATA. ALL RISKS RESULTING FROM THE USE OR INTERPRETATION OF THE SURVEY DATA SHOWN SHALL BE BORNE BY THE CONTRACTOR.

GENERAL

4. THE CONTRACTOR SHALL COMPLY WITH ALL CONDITIONS AND REQUIREMENTS OF ALL PERMITS (CITY OF BRADENTON, MANATEE CO., FDEP, SWFWMD, FDOT, ETC) OBTAINED FOR THIS PROJECT.
5. THE CONTRACTOR IS ADVISED NOT TO SCALE FROM DRAWINGS BUT TO FIELD VERIFY ALL DIMENSIONS. THE DIMENSIONS OF SPECIFIED AND FURNISHED PRODUCTS AND MATERIALS TAKE PRECEDENCE OVER DIMENSIONS INDICATED ON THE DRAWINGS. IF SIGNIFICANT DEVIATIONS OCCUR, THE CONTRACTOR SHALL NOTIFY THE ENGINEER AT LEAST 72 HOURS PRIOR TO CONSTRUCTION FOR A DETERMINATION AND RESOLUTION.
6. CONSTRUCTION MATERIALS QUALITY AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE PROJECT THE CITY OF BRADENTON INFRASTRUCTURE SPECIFICATIONS AND FDOT SPECIFICATIONS AND STANDARDS, AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.

CONSTRUCTION LAYOUT/LIMITS OF CONSTRUCTION

7. THE CONTRACTOR SHALL OBTAIN THE SERVICES OF A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF FLORIDA FOR LAYOUT. PROOF OF LICENSE SHALL BE SUBMITTED TO THE ENGINEER BEFORE BEGINNING LAYOUT.
8. NO DISTURBANCE SHALL BE ALLOWED OUTSIDE OF THE RIGHT OF WAYS AND/OR THE LIMITS OF CONSTRUCTION SHOWN ON THE DRAWINGS UNLESS APPROVED BY THE OWNER OR SPECIFICALLY NOTED ON THE DRAWINGS.

EXISTING CONDITIONS

9. LOCATIONS, ELEVATIONS, AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES, AND OTHER FEATURES ARE SHOWN BASED ON THE BEST INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE DRAWINGS BUT ARE NOT PURPORTED TO BE ABSOLUTELY CORRECT. THERE MAY BE OTHER IMPROVEMENTS, UTILITIES, ETC. WHICH ARE WITHIN THE PROJECT AREA. CONTRACTOR SHALL VERIFY, PRIOR TO CONSTRUCTION, THE LOCATIONS, ELEVATIONS, DIMENSIONS, TYPES, AND CONDITIONS OF ALL EXISTING UTILITIES, STRUCTURES, AND OTHER FEATURES (WHETHER OR NOT SHOWN ON THE DRAWINGS) AFFECTING HIS WORK.
10. PRIOR TO SHOP DRAWING PREPARATION AND SUBMITTAL AND PURCHASE OF RELATED MATERIALS, THE CONTRACTOR SHALL FIELD VERIFY EXISTING UTILITIES (LOCATION, SIZE, MATERIALS OF CONSTRUCTION, OUTSIDE DIAMETER, WALL THICKNESS, ROUNDNESS, ELEVATIONS, ETC.) TO WHICH CONNECTION(S) WILL BE MADE. CONTRACTOR SHALL INCLUDE FIELD MEASUREMENTS ON SHOP DRAWINGS.
11. THE CONTRACTOR SHALL NOTIFY THE OWNER/ENGINEER IN WRITING, WITHIN 24 HOURS, IF CONFLICTS BETWEEN THE DRAWINGS AND ACTUAL CONDITIONS ARE DISCOVERED. THE CONTRACTOR SHALL ACCURATELY RECORD ANY SUCH CONFLICTS ON THE RECORD DRAWINGS.
12. ANY PROPERTY CORNERS, MONUMENTS, OR BENCH MARKS WITHIN THE PROJECT AREA SHALL BE PROTECTED UNLESS OTHERWISE INDICATED FOR DEMOLITION. IF ANY SUCH ITEMS ARE IN DANGER OF DAMAGE OR HAVE BEEN DAMAGED, THE CONTRACTOR SHALL NOTIFY THE OWNER/ENGINEER IMMEDIATELY AND REPLACE/RESTORE THESE ITEMS AT NO ADDITIONAL COST TO THE OWNER. IF OWNER CHOOSES TO SELF PERFORM THE WORK OR INCURS RELATED EXPENSES, THE CONTRACTOR SHALL REIMBURSE THE OWNER FOR ALL COSTS ASSOCIATED WITH THE EFFORT.

UTILITY COORDINATION

13. THE CONTRACTOR SHALL NOTIFY ALL UTILITIES NEAR THE PROJECT AREA AT LEAST 48 HOURS PRIOR TO CONSTRUCTION. THIS SHALL INCLUDE NOTIFYING "SUNSHINE STATE ONE CALL OF FLORIDA" AT LEAST 48 HOURS PRIOR TO ANY DIGGING WORK TO HAVE ALL EXISTING UTILITIES LOCATED. THE PHONE NUMBER IS 1-800-432-4770 AND THE WEB SITE IS WWW.CALLSUNSHINE.COM. IN INSTANCES WHERE DIGGING OCCURS IN WETLANDS, THE NOTIFICATION PERIOD SHALL BE INCREASED FROM AT LEAST 48 HOURS TO AT LEAST 10 DAYS.
14. FLORIDA LAW (FS 553.851) REQUIRES THAT PERSONS MAKING EXCAVATIONS IN PUBLIC STREETS, ALLEYS, RIGHT-OF-WAYS OR UTILITY EASEMENTS MUST FIRST OBTAIN INFORMATION ON LOCATIONS OF UNDERGROUND GAS PIPELINES.
15. THE CONTRACTOR SHALL PRESERVE AND MAINTAIN EXISTING UTILITIES, STRUCTURES, AND OTHER FEATURES WITHIN THE PROJECT AREA. ANY DAMAGE SHALL BE REPAIRED BY AND AT THE EXPENSE OF THE CONTRACTOR TO THE SATISFACTION OF THE OWNER.
16. THE CONTRACTOR IS RESPONSIBLE FOR BRACING, SHORING, OR PROVIDING OTHER MEANS NECESSARY TO PROTECT AND SUPPORT EXISTING UTILITIES, STRUCTURES, AND OTHER FEATURES (EXPOSED OR UNEXPOSED) THAT MAY BE IMPACTED BY HIS WORK.
17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING POWER/TELEPHONE COMPANIES AND ARRANGING TO HAVE UTILITIES POLES HELD AND/OR GUY WIRES REMOVED AND REPLACED, IF NECESSARY FOR CONSTRUCTION, AT NO ADDITIONAL COST TO THE OWNER.

SAFETY

18. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO BECOME FAMILIAR WITH THE OSHA EXCAVATION SAFETY STANDARDS AND TO ABIDE BY THEM AS COVERED UNDER THE FLORIDA TRENCH SAFETY ACT.
19. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR CONSTRUCTION SAFETY.

RESTORATION

20. ALL PAVING, STABILIZED EARTH, DRIVEWAYS, CURBS, SIDEWALKS, FENCES, SOD, LANDSCAPING, CULVERTS, ETC. DISTURBED BY CONSTRUCTION ACTIVITIES SHALL BE RESTORED TO THEIR ORIGINAL CONDITIONS OR BETTER BY AND AT THE EXPENSE OF THE CONTRACTOR TO THE SATISFACTION OF THE OWNER.

ACCESS/MAINTENANCE OF FACILITIES

21. THE CONTRACTOR SHALL PROVIDE ACCESS TO ALL EXISTING UTILITIES/FACILITIES AND MAINTAIN UNINTERRUPTED SERVICES THROUGHOUT THE CONTRACT PERIOD. THIS INCLUDES USPS MAIL DELIVERY.

MAINTENANCE OF TRAFFIC

22. THE CONTRACTOR SHALL MAINTAIN TRAFFIC IN ACCORDANCE WITH FDOT STANDARD INDEX SERIES 600 AND THE TECHNICAL SPECIFICATIONS. THE CONTRACTOR SHALL FURNISH, ERECT, AND MAINTAIN ALL NECESSARY TRAFFIC CONTROL AND SAFETY DEVICES THROUGHOUT THE PROJECT. ONE TRAFFIC LANE MUST BE MAINTAINED AT ALL TIMES WITH THE USE OF FLAGGER IF NECESSARY. ALL TRAFFIC LANES MUST BE OPEN FOR TRAFFIC AT THE CLOSE OF WORKDAYS. ALL SIGNING, BARRICADES, LIGHTING, AND FLAGGERS SHALL BE INCLUDED IN THE LUMP SUM COST.
23. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SAFE MAINTENANCE OF PEDESTRIAN AND VEHICULAR TRAFFIC AT ALL TIMES DURING THE DURATION OF THE PROJECT.
24. TRAFFIC CONTROL ON ALL FDOT, LOCAL AND COUNTY RIGHTS-OF-WAY SHALL MEET THE REQUIREMENTS OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (U.S. DOT/FHA) AND THE REQUIREMENTS OF THE STATE AND ANY LOCAL AGENCY HAVING JURISDICTION. IN THE EVENT THAT THE CONTRACT DOCUMENTS AND THE JURISDICTIONAL AGENCY REQUIREMENTS ARE NOT IN AGREEMENT. THE MOST STRINGENT SHALL GOVERN.

PIPING NOTES

25. LAY PIPE TO UNIFORM GRADE BETWEEN INDICATED ELEVATION POINTS. CONTRACTOR SHALL TAKE CARE TO PROVIDE PROPER GRADE ELEVATIONS AND ALIGNMENTS.
26. SIZE OF FITTINGS SHOWN ON PLANS SHALL CORRESPOND TO THE ADJACENT STRAIGHT RUN OF PIPE UNLESS NOTED OTHERWISE. TYPE OF JOINT AND FITTING MATERIAL SHALL BE AS SPECIFIED FOR THE ADJACENT STRAIGHT RUN OF PIPE UNLESS NOTED OTHERWISE.

UTILITY SEPARATION

27. EACH PROPOSED UTILITY SHALL BE LAID TO ACHIEVE THE MINIMUM HORIZONTAL SEPARATION BETWEEN IT AND OTHER UTILITIES IN ACCORDANCE WITH THE TYPICAL UTILITY HORIZONTAL SEPARATION DETAIL AND FDEP REQUIREMENTS.
28. AT LOCATIONS WHERE A PROPOSED UTILITY CROSSES ANOTHER UTILITY, THE PROPOSED UTILITY SHALL BE INSTALLED IN ACCORDANCE WITH THE TYPICAL UTILITY CONFLICT DETAIL AND FDEP REQUIREMENTS.
29. IN THE EVENT THAT A UTILITY CONFLICT CAN NOT BE RESOLVED BY MAKING A MINOR ROUTE ADJUSTMENT OR BY UTILIZING THE TYPICAL UTILITY CONFLICT DETAIL, THE CONTRACTOR SHALL NOTIFY THE OWNER/ENGINEER FOR A WORK AROUND TO THE UTILITY CONFLICT.

PROJECT SPECIFIC:

30. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ANY TEMPORARY CONSTRUCTION EASEMENTS THAT MAY BE REQUIRED FOR THE INSTALLATION OF THE WATER MAIN.
31. IT IS THE INTENT OF THIS CONTRACT THAT EXISTING WATER LINES WILL REMAIN IN SERVICE AND UNDAMAGED UNTIL SERVICE CONNECTIONS ON THAT SECTION OF PIPE HAVE BEEN SUCCESSFULLY MOVED TO THE NEWLY INSTALLED AND ACCEPTED WATER MAINS.
32. THE FIRE HYDRANT ASSEMBLY SHALL BE EXCAVATED AND REMOVED TO 24" BELOW GRADE LEVEL AND THE PIPE CAPPED WITH CONCRETE. SALVAGED FIRE HYDRANTS SHALL BE TRANSPORTED BY THE CONTRACTOR TO THE CITY'S FACILITY AT 13TH AVENUE WEST IN A CITY DESIGNATED AREA.
33. ALL CONSTRUCTION SHALL MEET THE MINIMUM REQUIREMENTS OF THE CITY OF BRADENTON PUBLIC WORKS UTILITY STANDARDS, LATEST REVISION AND EXCEED THE REQUIREMENTS OF THOSE SPECIFICATIONS WHERE INDICATED ON THESE CONSTRUCTION DRAWINGS OR IN THE PROJECT SPECIFICATIONS.
34. THE CONTRACTOR SHALL INVESTIGATE AND VERIFY OR HAVE VERIFIED THE LOCATION OF EXISTING UTILITIES AND ANY OTHER SUBSURFACE FACILITIES BEFORE STARTING WORK. HE SHALL BE LIABLE FOR ANY EXPENSE RESULTING FROM DAMAGE TO SAME. ANY CONFLICTS WITH EXISTING UTILITIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER AS SOON AS POSSIBLE.
35. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE CITY OF BRADENTON PUBLIC WORKS AND UTILITIES DEPARTMENT, ENGINEER 24 HOURS PRIOR TO ANY WORK AT SITE & 48 HOURS PRIOR TO ANY TESTING. WATER MAINS TIE-INS REQUIRING WATER SERVICE TO BE SHUT OFF SHALL BE MADE WHEN REQUIRED BY CITY OF BRADENTON PUBLIC WORKS AND UTILITIES DEPARTMENT.
36. THE CONTRACTOR SHALL COORDINATE HOLDING OF POLES WITH UTILITY COMPANIES IN ADVANCE SO UNNECESSARY DELAYS OF PROJECT SHALL NOT BE INCURRED. THE COST FOR THE HOLDING OF THE POWER POLES SHALL BE INCLUDED IN THE WATER MAIN UNIT COST ITEMS CONTAINED IN THE PROPOSAL.

DRAWING INDEX

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G-1	COVER SHEET
G-2	SIGNATURE SHEET
G-3	GENERAL NOTES AND DRAWING INDEX
G-4	ABBREVIATIONS, CIVIL LEGEND and UTILITY CONTACTS
G-5	KEY MAP and SURVEYOR NOTES
G-6	STORMWATER POLLUTION PREVENTION PLAN NOTES
G-7	STORMWATER POLLUTION PREVENTION PLAN DETAILS
G-8	STORMWATER POLLUTION PREVENTION PLAN DETAILS
G-9	TABULATION OF QUANTITIES
C-1	23rd STREET EAST STA. 10+00 to STA. 12+50
C-2	23rd STREET EAST STA. 12+50 to STA. 15+00
C-3	23rd STREET EAST STA. 15+00 to STA. 17+50
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C-5	TRENCH AND ROADWAY DETAILS
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C-8	STORM DRAINAGE DETAILS
C-9	STORM DRAINAGE DETAILS

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DATE	REVISIONS	BY

DESIGNED K.B.C.
DRAWN SIBE
CHECKED K.B.C.
KIM B. CLAYBACK, P.E.
PROJECT ENGINEER

bradenton The Friendly City Public Works and Utilities

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

23RD STREET EAST
DRAINAGE IMPROVEMENTS

GENERAL NOTES and
DRAWING INDEX

KIM B. CLAYBACK, PE
REG. PROF. ENGINEER #71516

DATE: MARCH/2026
PROJECT NO.: 40859000-563000-#####
SCALE: NONE
DWG. NO.: G-2

Filename: P:\ENGINEERING\INTERNAL PROJECTS\23RD STREET EAST DRAINAGE IMPROVEMENTS\DESIGN\23RD STREET EAST DRAINAGE IMPROVEMENTS.DWG
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CIVIL LEGEND

NOTE: IN GENERAL, LIGHT OR SCREENED LINES INDICATE EXISTING OR WORK OF OTHER TRADES, BOLD LINES INDICATE PROPOSED WORK

EXISTING	DESCRIPTION	PROPOSED
△	CONTROL POINT	
•	PIPE FOUND	
●	IRON ROD FOUND	
■	MONUMENT FOUND	
◪	CONCRETE POWER POLE	
◎	TRAFFIC POLE	
☼	LIGHT POLE	
⊘	WOOD UTILITY POLE	
←	GUY WIRE	
EB	ELECTRIC BOX	
▽	UTILITY PEDESTAL	
WM	WATER METER	
⋈	WATER VALVE	⋈
	BACKFLOW PREVENTER	
	FIRE HYDRANT	
	MITERED END SECTION	
Ⓢ	SANITARY MANHOLE	
Ⓓ	STORM MANHOLE	
Ⓣ	TELEPHONE MANHOLE	
Ⓜ	MANHOLE	
	GAS MARKER	
⊞	TELEPHONE UTILITY	
MB	MAILBOX	
—o—	SIGN	
FO	FIBER OPTIC	
	UTILITY VAULT	
⊙	CLEAN OUT	
	GAS VALVE	
—— x ——	FENCE LINES	
—OE—OE—	OVERHEAD ELECTRIC LINES	
UGE	UNDERGROUND ELECTRIC LINES	
UGW	UNDERGROUND WATER LINES	—W—
GAS	UNDERGROUND GAS LINES	
SAN	SANITARY SEWER LINES	
STM	STORM SEWER LINES	——
UGT	UNDERGROUND TELEPHONE	
	RIGHT OF WAY	
	WATER MAIN TO BE ABANDONED IN PLACE	//-//
	PROPOSED STREET LIGHT	
	PALM	
	OAK	
	PINE	

DIRECTION OF SECTION

SECTION DESIGNATION

DWG NUMBER SECTION APPEARS ON

SECTION DESIGNATION

DETAIL/SECTION DESIGNATION

DWG NUMBER DETAIL OR SECTION APPEARS ON

DETAIL/SECTION DESIGNATION

STANDARD ABBREVIATIONS

ARV	AIR RELEASE VALVE
ASTM	AMERICAN SOCIETY FOR TESTING AND MATERIALS
AVE	AVENUE
AWWA	AMERICAN WATER WORKS ASSOCIATION
B/L	BASELINE OF CONSTRUCTION
BFP	BACKFLOW PREVENTER
BFV	BUTTERFLY VALVE
BLDG	BUILDING
BLVD	BOULEVARD
BM	BENCH MARK
BO	BLOW-OFF
(C)	COMPUTED MEASUREMENT
COB	CITY OF BRADENTON
C/L, CL, ℄	CENTERLINE
CI	CAST IRON
CIP	CAST IN PLACE, CAST IRON PIPE
CLF	CHAIN LINK FENCE
CMP	CORRUGATED METAL PIPE
COM	COMMUNICATION
CONC	CONCRETE
CONST	CONSTRUCTION
CP	CONTROL POINT
DBI	DITCH BOTTOM INLET
DET	DETAIL
DI	DUCTILE IRON
DIA	DIAMETER
DIP	DUCTILE IRON PIPE
DWG	DRAWING
E	EAST
EA	EACH
EL, ELEV	ELEVATION
ELEC	ELECTRICAL
EOP	EDGE OF PAVEMENT
ERCP	ELLIPTICAL REINFORCED CONCRETE PIPE
EXIST	EXISTING
FFE	FINISHED FLOOR ELEVATION
FDC	FIRE DEPARTMENT CONNECTION
FDEP	FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
FG	FINISHED GRADE
FH	FIRE HYDRANT
FL	FLOW LINE
FO	FIBER OPTIC
FT	FOOT
GAL	GALLON
GEN	GENERATOR
GND	GROUND
GV	GATE VALVE
HDD	HORIZONTAL DIRECTIONAL DRILL
HDPE	HIGH DENSITY POLYETHYLENE
HWL	HIGH WATER LEVEL
ID	INSIDE DIAMETER
LF	LINEAR FEET
LS	LIFT STATION
LT	LEFT
LWL	LOW WATER LEVEL
MAX	MAXIMUM
MES	MITERED END SECTION
MH	MANHOLE
MIN	MINIMUM
MISC	MISCELLANEOUS
MJ	MECHANICAL JOINT
N	NORTH
N/A	NOT APPLICABLE
NAD	NORTH AMERICAN DATUM
NAVD	NORTH AMERICAN VERTICAL DATUM
NE	NORTH EAST
NGVD	NATIONAL GEODETIC VERTICAL DATUM
NIC	NOT IN CONTRACT
NPDES	NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM
NTS	NOT TO SCALE
NW	NORTH WEST
OD	OUTSIDE DIAMETER
P/L	PROPERTY LINE
PB	PULL BOX
PID	PARCEL INDENTIFICATION
PP	POWER POLE
PSI	POUNDS PER SQUARE INCH
PT	POINT of TANGENT
PV	PLUG VALVE
PVC	POLYVINYL CHLORIDE
PVMT	PAVEMENT
PWR	POWER
(R)	RECORD MEASUREMENT
RAD	RADIUS
R/W, ROW	RIGHT-OF-WAY
RCP	REINFORCED CONCRETE PIPE
RED	REDUCER
RJ	RESTRAINED JOINT
RT	RIGHT
S	SOUTH
SAN	SANITARY
SCH	SCHEDULE
SE	SOUTH EAST
SR	STATE ROAD
STA	STATION
STCI	STORMWATER CURB INLET
STD	STANDARD
STM	STORM
STMH	STORMWATER MANHOLE
SW	SOUTH WEST
SWFWMD	SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
SY	SQUARE YARD
TBM	TEMPORARY BENCHMARK
TOB	TOP OF BANK
TOC	TOP OF CONCRETE, TOP OF CURB
TOE	TOE OF SLOPE
TYP	TYPICAL
UG	UNDERGROUND
UGE	UNDERGROUND ELECTRIC
UGG	UNDERGROUND GAS
UGT	UNDERGROUND TELEPHONE
UGW	UNDERGROUND WATER
VCP	VITRIFIED CLAY PIPE
VERT	VERTICAL
W	WEST
W/	WITH
WM	WATER MAIN
WSE, WSEL	WATER SURFACE ELEVATION
WT	WEIGHT
WV	WATER VALVE

NOTE:
1. NOT ALL ABBREVIATIONS MAY BE USED FOR THIS PROJECT.

UTILITY CONTACTS

ORGANIZATION	CONTACT AND TITLE	ADDRESS	TELEPHONE NUMBER
CITY OF BRADENTON	KIM CLAYBACK ENGINEERING MANAGER	888-13th AVENUE EAST BRADENTON, FL. 34208	(941) 708-6300
FLORIDA POWER AND LIGHT TRANSMISSION	RALPH DIAZ	700 UNIVERSE BLVD. DEPT. TS4/JW JUNO BEACH, FL 33408	(561) 904-3617
FLORIDA POWER AND LIGHT DISTRIBUTION	GREG COKER	1253 12th AVENUE EAST PALMETTO, FL. 34221	(941) 723-4430
BRIGHT HOUSE	DAN BARBER	5413 SR. 64 EAST BRADENTON, FL. 34208	(941) 748-3816
TECO/PEOPLE'S GAS SYSTEM, INC.	ALEX McFARLANE	8261 VICO CT. SARASOTA, FL. 34240	(813) 275-3762
FRONTIER	DENISE HUTTON	1701 RINGLING BLVD. MCFLSS 4113 SARASOTA, FL. 34236	(941) 906-6722
SUNSHINE ONE-CALL	–	–	1-800-432-4770
MANATEE COUNTY UTILITIES	KATHY McMAHON	4520 66TH ST WEST BRADENTON, FL. 34210	792-8811 EXT. 5002
MANATEE COUNTY TRAFFIC DESIGN DIVISION	MUKUNDA GOPALAKRISHNA	2101 47th TERRACE EAST BRADENTON, FL. 34203	(941) 749-3500 EXT. 7859
CSX R/R TRANSPORTATION	DOUGLAS HALPIN	4901 BELFORD RD. SUITE 130 JACKSONVILLE, FL 32256	(904) 245-1057
BLACK AND VEATCH-TAMPA	KEN SOULE	3405 W MLKJR BLVD SUITE 125 TAMPA, FL 33607	(813) 539-2274
MCI/VERIZON BUSINESS	CHUCK CZUMAK	1701 RINGLING BLVD. SARASOTA, FL 34240	(941) 906-6703
OPITCALTEL	NICK IAFFALDANO	MIAMI, FL	(888) 860-4088
CROWN CASTLE NG	STAKE CENTER LOCATING	SARASOTA, FL	(888) 860-4088

[redacted]
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KIM B. CLAYBACK, P.E.
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bradenton
The Friendly City
Public Works and Utilities

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888 13th AVENUE EAST BRADENTON, FLORIDA 34208 (941) 708-6300

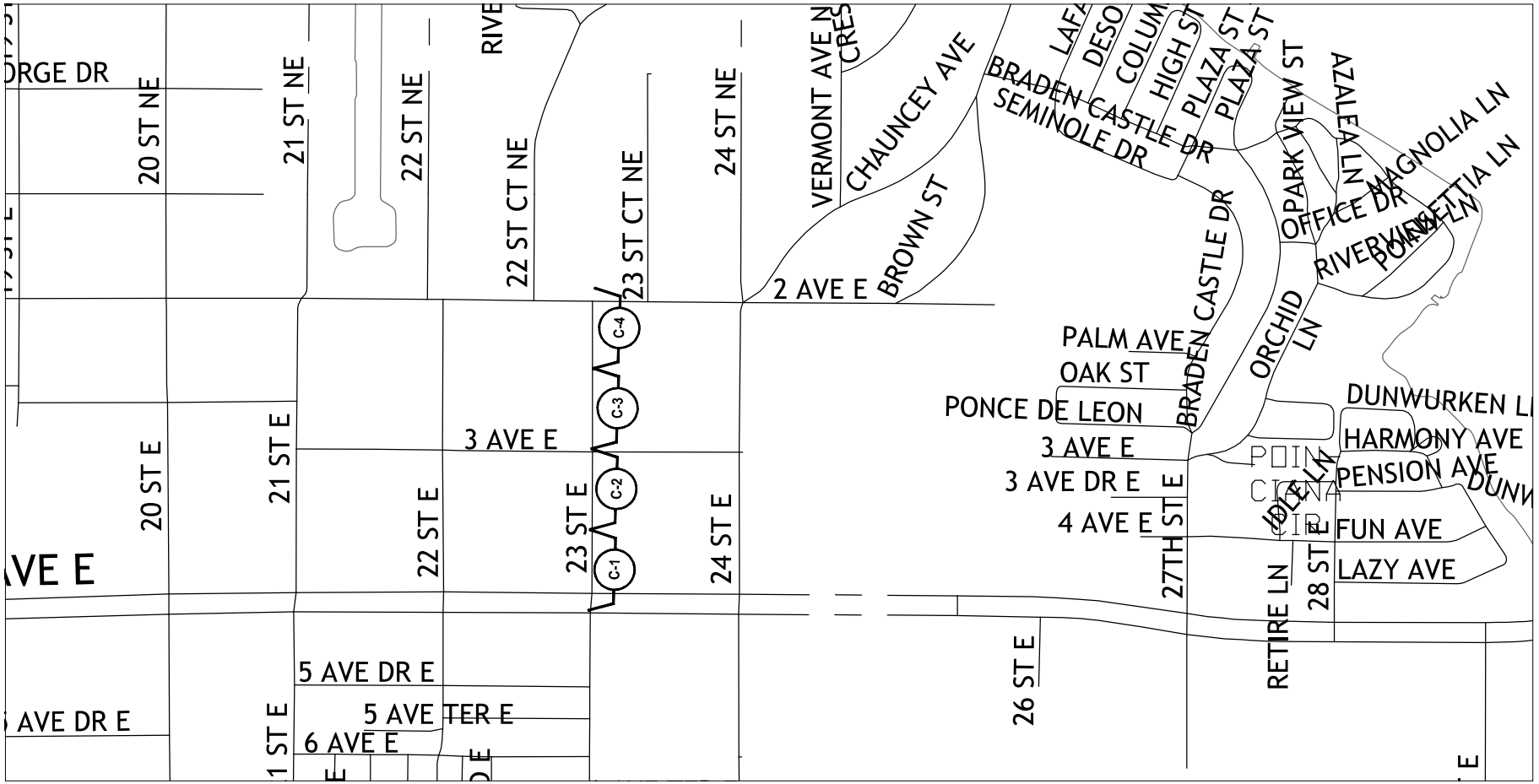
23RD STREET EAST
DRAINAGE IMPROVEMENTS

ABBREVIATIONS, CIVIL LEGEND and UTILITY CONTACTS

KIM B. CLAYBACK, PE
REG. PROF. ENGINEER #71516

DATE MARCH/2026
PROJECT NO. 40859000-563000-[redacted]
SCALE NONE
DWG. NO. G-3

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SURVEYOR NOTES

1. THIS SURVEY IS REFERENCED TO A PROJECTION OF THE STATE PLANE COORDINATE SYSTEM OF FLORIDA WEST ZONE (NAD 83/11).
2. THE FOLLOWING NGS VERTICAL CONTROL POINT WAS RECOVERED AND UTILIZED FOR THE ELEVATIONS INDICATED HEREIN: "COB 1003" NAVD 1988 ELEVATION 6.05'.
3. THIS IS NOT A BOUNDARY SURVEY.
4. LOCATION OF THE RIGHT-OF-WAY LINES ARE THE RESULT OF FOUND BOUNDARY MONUMENTION TOGETHER WITH AVAILABLE PUBLIC RECORD INFORMATION. TITLE WORK WAS NOT PROVIDED.
5. THIS SURVEY IS SUBJECT TO PERTINENT EASEMENTS, RIGHTS OF WAY AND RESTRICTIONS OF RECORD, IF ANY.
6. THE LOCATION OF UTILITIES, FOUNDATIONS OR STRUCTURES, IF ANY, BENEATH THE SURFACE HAVE NOT BEEN DETERMINED.
7. THIS SURVEY DRAWING WAS PREPARED FOR THE EXCLUSIVE USE OF THE PARTY OR PARTIES CERTIFIED TO BELOW FOR THE EXPRESS PURPOSE STATED HEREON AND/OR CONTAINED IN THE CONTRACT BETWEEN ESP ASSOCIATES FL, INC. AND THE CLIENT FOR THIS PROJECT. COPYING, DISTRIBUTING AND/OR USING THIS DRAWING, IN WHOLE OR IN PART FOR ANY PURPOSE OTHER THAN ORIGINALLY INTENDED WITHOUT WRITTEN CONSENT FROM ESP ASSOCIATES FL, INC. IS STRICTLY PROHIBITED AND RENDERS THE SURVEYOR'S CERTIFICATION, SIGNATURE AND SEAL NULL AND VOID. ANY QUESTIONS CONCERNING THE CONTENT OR PURPOSE OF THE SURVEY SHOULD BE DIRECTED TO ESP ASSOCIATES FL, INC.

TEMPORARY BENCH MARK TABLE

TBM	NORTHING	EASTING	ELEVATION	DESCRIPTION	STATION	OFFSET
#5	1150839.81	481599.73	4.75'	PK NAIL & DISK	51+21.47	15.25' R
#6	1150836.61	482307.00	4.32'	PK NAIL & DISK	58+25.89	12.14' R
#7	1150829.66	482902.35	4.14'	PK NAIL & DISK	64+21.27	13.65' R
#8	1150854.42	483418.00	3.21'	PK NAIL & DISK	69+36.68	15.83' L

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DESIGNED K.B.C.
DRAWN SIBE
CHECKED K.B.C.
KIM B. CLAYBACK, P.E.
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PUBLIC WORKS DEPARTMENT
888 13th AVENUE EAST BRADENTON, FLORIDA 34208 (941) 708-6300

23RD STREET EAST
DRAINAGE IMPROVEMENTS

KEY MAP and SURVEYOR NOTES

KIM B. CLAYBACK, PE
REG. PROF. ENGINEER #71516

DATE MARCH/2026
PROJECT NO. 40859000-563000-#####
SCALE NONE
DWG. NO. G-4

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SEDIMENT AND EROSION CONTROL NOTES

1. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL NON-REUSABLE SILT FROM THE SITE AND ASSURING PLAN ALIGNMENT AND GRADE IN ALL DITCHES AND SWALES AT COMPLETION OF CONSTRUCTION.
2. THE SITE CONTRACTOR IS RESPONSIBLE FOR REMOVING THE TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES AFTER COMPLETION OF CONSTRUCTION AND ONLY WHEN AREAS HAVE BEEN STABILIZED.
3. ADDITIONAL PROTECTION – ON-SITE PROTECTION IN ADDITION TO THE ABOVE MUST BE PROVIDED THAT WILL NOT PERMIT SILT TO LEAVE THE PROJECT CONFINES DUE TO UNSEEN CONDITIONS OR ACCIDENTS.
4. CONTRACTOR SHALL INSURE THAT ALL DRAINAGE STRUCTURES, PIPES, ETC. ARE CLEANED OUT AND WORKING PROPERLY AT TIME OF ACCEPTANCE.
5. WIRE MESH SHALL BE LAID OVER EACH DROP INLET SO THAT THE WIRE EXTENDS A MINIMUM IF 1FT BEYOND EACH SIDE OF THE INLET STRUCTURE. HARDWARE CLOTH OR COMPARABLE WIRE MESH WITH 1/2 INCH OPENINGS SHALL BE USED. IF MORE THAN ONE STRIP OF MESH IS NECESSARY, THE STRIPS SHALL BE OVERLAPPED.
6. FDOT NO. 1 COARSE AGGREGATE SHALL BE PLACED OVER THE WIRE MESH AS INDICATED ON SEDIMENT FILTER DETAIL (SEE DETAIL G-8). THE DEPTH OF STONE SHALL BE AT LEAST 1FT OVER THE ENTIRE INLET OPENING. THE STONE SHALL EXTEND BEYOND THE INLET OPENING AT LEAST 1.5FT ON ALL SIDES.
7. IF THE STONE FILTER BECOMES CLOGGED WITH SEDIMENT SO THAT IT NO LONGER ADEQUATELY PERFORMS ITS FUNCTION, THE STONES MUST BE PULLED AWAY FROM THE INLET, CLEANED AND REPLACED.
8. SEDIMENT DEPOSITS SHOULD BE REMOVED AFTER EACH RAINFALL OR WHEN THE LEVEL OF DEPOSITION REACHES APPROXIMATELY ONE-THIRD THE HEIGHT OF THE BARRIER.
9. ANY SEDIMENT DEPOSITS REMAINING IN PLACE, AFTER THE SYNTHETIC BALE OR FILTER BARRIERS, AND OR SILT FENCES ARE NO LONGER REQUIRED, SHALL BE DRESSED TO CONFORM TO THE EXISTING GRADE, PREPARED AND SODDED.
10. SHOULD THE FABRIC ON A SILT FENCE OR FILTER BARRIER DECOMPOSE OR BECOME INEFFECTIVE PRIOR TO THE END OF THE EXPECTED USABLE LIFE AND THE BARRIER STILL BE NECESSARY, THE FABRIC SHALL BE REPLACED IMMEDIATELY.
11. SEDIMENT SHALL BE REMOVED AND THE TRAP RESTORED TO ITS ORIGINAL DIMENSIONS WHEN THE SEDIMENT HAS ACCUMULATED 1/3 THE DESIGN DEPTH OF THE TRAP. REMOVED SEDIMENT SHALL BE DEPOSITED IN A SUITABLE AREA IN SUCH A MANNER THAT IT WILL NOT ERODE.
12. THE CONTRACTOR SHALL MAINTAIN A CLEAR PATH FOR ALL SURFACE WATER DRAINAGE STRUCTURES AND SWALES AS WELL AS PROVIDE MEASURES TO PREVENT SILTATION OF STORMWATER TREATMENT SYSTEMS AND CONTROL STRUCTURES DURING ALL PHASES OF CONSTRUCTION. THE CONTRACTOR SHALL UTILIZE WHATEVER MEANS NECESSARY TO MANAGE STORMWATER SUCH THAT IMPACT TO CONSTRUCTION IS MINIMIZED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL WORK, INCLUDING PROVIDING EQUIPMENT, LABOR, FILL, ETC. NECESSARY TO REMEDIATE AND/OR RESTORE ALL AREAS IMPACTED BY EROSION, RUNOFF, AND STORMWATER.
13. FOR ADDITIONAL INFORMATION ON SEDIMENT AND EROSION CONTROL REFER TO "THE FLORIDA DEVELOPMENT MANUAL – A GUIDE TO SOUND LAND AND WATER MANAGEMENT" FROM THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL REGULATION (FDER) CHAPTER 6.
14. EROSION AND SEDIMENT CONTROL BARRIERS SHALL BE PLACED ADJACENT TO ALL WETLAND AREAS WHERE THERE IS POTENTIAL FOR DOWNSTREAM WATER QUALITY DEGRADATION.
15. SOD SHALL BE PLACED IN AREAS WHICH REQUIRE IMMEDIATE EROSION PROTECTION TO ENSURE WATER QUALITIES ARE MAINTAINED.
16. ANY DISCHARGE FROM DEWATERING ACTIVITY SHALL BE FILTERED AND CONVEYED TO A SEDIMENTATION BASIN IN A MANNER WHICH PREVENTS EROSION AND TRANSPORTATION OF SUSPENDED SOLIDS TO THE RECEIVING OUTFALLS.
17. DEWATERING PUMPS SHALL NOT EXCEED THE CAPACITY OF THAT WHICH REQUIRES A CONSUMPTIVE USE PERMIT FROM THE SWFWMD.
18. ALL DEWATERING, EROSION, AND SEDIMENT CONTROL SHALL REMAIN IN PLACE UNTIL AFTER COMPLETION OF CONSTRUCTION, AND REMOVED ONLY WHEN AREAS HAVE BEEN STABILIZED.
19. ALL DISTURBED AREAS SHALL BE GRASSED, FERTILIZED AND MULCHED UNTIL A PERMANENT VEGETATIVE COVER IS ESTABLISHED. CONTRACTOR SHALL USE ADDITIONAL MEASURES TO STABILIZE DISTURBED AREAS THROUGH COMPACTION, SILT SCREENS AND GRASSING. ALL FILL SLOPES 6:1 OR STEEPER TO RECEIVE STAKED SOLID SOD.
20. THE CONTRACTOR SHALL BE REQUIRED TO RESPOND TO ALL WATER MANAGEMENT DISTRICT INQUIRIES, RELATIVE TO COMPLIANCE OF SWFWMD FOR EROSION AND SEDIMENTATION CONTROL. THE COST OF THIS COMPLIANCE SHALL BE PART OF THE CONTRACT.
21. THE CONTRACTOR IS RESPONSIBLE FOR FOLLOWING THE BEST EROSION AND SEDIMENT CONTROL PRACTICES AS OUTLINED IN THE PLANS AND SPECIFICATIONS AND THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT RULES AND REGULATIONS.
22. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ESTABLISHING A PERMANENT STAND OF SOD AND/OR GRASS PER THE CONTRACT DOCUMENTS, THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, CITY OF BRADENTON STANDARDS, AND MEETING THE NPDES FINAL STABILIZATION REQUIREMENTS.
23. THESE PLANS INCLUDING THE POLLUTION PREVENTION PLAN INDICATE THE MINIMUM EROSION & SEDIMENT CONTROL MEASURES REQUIRED FOR THIS PROJECT. CONTRACTOR IS REQUIRED TO INSURE CONFORMANCE TO STATE AND FEDERAL WATER QUALITY STANDARDS AND MAY NEED TO INSTALL ADDITIONAL CONTROLS TO CONFORM TO AGENCIES REQUIREMENTS. IF A WATER QUALITY VIOLATION OCCURS, THE CONTRACTOR SHALL BE WHOLLY RESPONSIBLE FOR ALL DAMAGE AND ALL COSTS WHICH MAY RESULT INCLUDING LEGAL FEES, CONSULTANT FEES, CONSTRUCTION COSTS, AND FINES.
24. 48 HOURS PRIOR TO COMMENCEMENT OF CONSTRUCTION, THE CONTRACTOR WILL SUBMIT A "NOTICE OF INTENT" TO THE FDEP IN ACCORDANCE WITH NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM RULES AND REGULATIONS. (FOR ANY CONSTRUCTION NOT COVERED BY THE OWNER'S "NOTICE OF INTENT" PERMIT")

STORMWATER POLLUTION PREVENTION NOTES

GENERAL

1. THE STORM WATER POLLUTION PREVENTION PLAN ("SWPPP") IS COMPRISED OF THE EROSION AND SEDIMENT CONTROL PLAN, THE STANDARD DETAILS, THE PLAN NARRATIVE, ATTACHMENTS INCLUDED IN SPECIFICATIONS OF THE SWPPP, PLUS THE PERMIT AND ALL SUBSEQUENT REPORTS AND RELATED DOCUMENTS.
2. ALL CONTRACTORS AND SUBCONTRACTORS INVOLVED WITH STORM WATER POLLUTION PREVENTION SHALL OBTAIN A COPY OF THE STORM WATER POLLUTION PREVENTION PLAN AND THE STATE OF FLORIDA NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM GENERAL PERMIT (NPDES PERMIT) AND BECOME FAMILIAR WITH THEIR CONTENTS.
3. THE CONTRACTOR SHALL IMPLEMENT BEST MANAGEMENT PRACTICES AS REQUIRED BY THE SWPPP. ADDITIONAL BEST MANAGEMENT PRACTICES SHALL BE IMPLEMENTED AS DICTATED BY CONDITIONS AT NO ADDITIONAL COST TO THE OWNER THROUGHOUT ALL PHASES OF CONSTRUCTION.
4. BEST MANAGEMENT PRACTICES (BMP'S) AND CONTROLS SHALL CONFORM TO FEDERAL, STATE, OR LOCAL REQUIREMENTS OR MANUAL OF PRACTICE, AS APPLICABLE. THE CONTRACTOR SHALL IMPLEMENT ADDITIONAL CONTROLS AS DIRECTED BY THE PERMITTING AGENCY OR OWNER.
5. CONTRACTOR SHALL DENOTE ON PLAN THE TEMPORARY PARKING AND STORAGE AREA WHICH SHALL ALSO BE USED AS THE EQUIPMENT MAINTENANCE AND CLEANING AREA, AND AREA FOR LOCATING PORTABLE FACILITIES, OFFICE TRAILERS, AND TOILET FACILITIES.
6. SUFFICIENT OIL AND GREASE ABSORBING MATERIALS AND FLOATATION BOOMS SHALL BE MAINTAINED ON SITE OR READILY AVAILABLE TO CONTAIN AND CLEAN-UP FUEL OR CHEMICAL SPILLS AND LEAKS.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING SEDIMENT IN THE DETENTION POND AND ANY SEDIMENT THAT MAY HAVE COLLECTED IN THE STORM SEWER DRAINAGE SYSTEMS IN CONJUNCTION WITH THE STABILIZATION OF THE SITE.
8. ON-SITE AND OFF-SITE SOIL STOCKPILE, AND BORROW AREAS SHALL BE PROTECTED FROM EROSION AND SEDIMENTATION THROUGH IMPLEMENTATION OF BEST MANAGEMENT PRACTICES. STOCKPILE AND BORROW AREA LOCATIONS SHALL BE NOTED ON THE EROSION CONTROL PLAN AND PERMITTED IN ACCORDANCE WITH GENERAL PERMIT REQUIREMENTS.
9. FUEL AND OTHER PETROLEUM PRODUCT SPILLS SHALL BE CONTAINED, CLEANED UP AND REPORTED IMMEDIATELY.
10. THE CONTRACTOR SHALL INSTALL FILTER FABRIC OVER ALL DRAINAGE STRUCTURES FOR THE DURATION OF CONSTRUCTION AND UNTIL ACCEPTANCE OF THE PROJECT BY THE OWNER. ALL DRAINAGE STRUCTURES SHALL BE CLEANED OF DEBRIS AS REQUIRED DURING AND AT THE END OF CONSTRUCTION TO PROVIDE POSITIVE DRAINAGE FLOWS.
11. IF DEWATERING IS REQUIRED, THE CONTRACTOR SHALL OBTAIN ANY APPLICABLE REQUIRED PERMITS. THE CONTRACTOR IS TO COORDINATE WITH THE OWNER AND THE ENGINEER PRIOR TO ANY EXCAVATION.
12. STRIP TOPSOIL AND ORGANIC MATTER FROM ALL AREAS OF THE SITE AS REQUIRED. IN SOME CASES TOPSOIL MAY BE STOCKPILED ON SITE FOR PLACEMENT WITHIN LANDSCAPED AREAS BUT ONLY AS DIRECTED BY THE OWNER.
13. FIELD DENSITY TESTS SHALL BE TAKEN AT INTERVALS IN ACCORDANCE WITH THE LOCAL JURISDICTIONAL AGENCY OR TO FDOT STANDARDS. IN THE EVENT THAT THE CONTRACT DOCUMENTS AND THE JURISDICTIONAL AGENCY REQUIREMENTS ARE NOT IN AGREEMENT, THE MOST STRINGENT SHALL GOVERN.
14. ALL SLOPES AND AREAS DISTURBED BY CONSTRUCTION SHALL BE GRADED AS PER PLANS. THE AREAS SHALL THEN BE SODDED AS SPECIFIED IN THE PLANS, FERTILIZED, AND MAINTAINED UNTIL HARDY GRASS GROWTH IS ESTABLISHED IN ALL AREAS. ANY AREAS DISTURBED FOR ANY REASON PRIOR TO FINAL ACCEPTANCE OF THE JOB SHALL BE CORRECTED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER. ALL EARTHEN AREAS WILL BE SODDED AND MULCHED AS SHOWN ON THE PLANS.
15. ALL CUT OR FILL SLOPES SHALL BE 4 (HORIZONTAL): 1 (VERTICAL) OR FLATTER UNLESS OTHERWISE SHOWN.
16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONTROL OF DUST AND DIRT RISING AND SCATTERING IN THE AIR DURING CONSTRUCTION AND SHALL PROVIDE WATER SPRINKLING OR OTHER SUITABLE METHODS OF CONTROL. THE CONTRACTOR SHALL COMPLY WITH ALL GOVERNING REGULATIONS PERTAINING TO ENVIRONMENTAL PROTECTION.
17. THE CONTRACTOR SHALL TAKE ALL REQUIRED MEASURES TO CONTROL TURBIDITY, INCLUDING BUT NOT LIMITED TO THE INSTALLATION OF TURBIDITY BARRIERS AT ALL LOCATIONS WHERE THE POSSIBILITY OF TRANSFERRING SUSPENDED SOLIDS INTO THE RECEIVING WATER BODY EXISTS DUE TO THE PROPOSED WORK. TURBIDITY BARRIERS MUST BE MAINTAINED IN EFFECTIVE CONDITION AT ALL LOCATIONS UNTIL CONSTRUCTION IS COMPLETED AND DISTURBED SOIL AREAS ARE STABILIZED. THEREAFTER, THE CONTRACTOR MUST REMOVE THE BARRIERS. AT NO TIME SHALL THERE BE ANY OFF-SITE DISCHARGE WHICH VIOLATES STATE WATER QUALITY STANDARDS.

EROSION AND SEDIMENT TRANSPORT PREVENTION

18. THE WORK SPECIFIED IN THIS SECTION CONSISTS OF MEASURES REQUIRED TO CONTROL EROSION AND TRANSPORT OF SEDIMENTS WITHIN AND FROM THE PROJECT AREA, SO AS TO PREVENT THE DEGRADATION OF RECEIVING WATERS, DETRIMENTAL EFFECTS ON PUBLIC OR PRIVATE PROPERTY ADJACENT TO THE PROJECT AND DAMAGE WITHIN THE PROJECT AREA. THESE MEASURES WILL INCLUDE THE CONSTRUCTION AND MAINTENANCE OF TEMPORARY AND PERMANENT EROSION CONTROLS.
19. CONSTRUCTION OPERATIONS SHALL BE RESTRICTED TO THOSE AREAS WHERE IT IS NECESSARY TO PERFORM FILLING OR EXCAVATION TO ACCOMPLISH THE WORK SHOWN ON THE DRAWINGS AND TO THOSE AREAS WHICH MUST BE ENTERED TO CONSTRUCT TEMPORARY OR PERMANENT STRUCTURES. AS SOON AS THE CONDITIONS WILL PERMIT, RIVERS, STREAMS, IMPOUNDMENT, STORMWATER STORAGE AND CONVEYANCE SYSTEMS AND ANY ONSITE RECEIVING WATER BODIES SHALL BE PROMPTLY CLEARED OF ALL OBSTRUCTIONS PLACED THEREIN OR CAUSED BY CONSTRUCTION OPERATIONS. RUNOFF FROM UNSTABILIZED AREAS SHALL BE DIRECTED TO EITHER THE OFFSITE POND OR TREATED THROUGH SILT FENCES BEFORE DISCHARGING FROM THE PROPERTY.

EROSION PRACTICES

20. PERMANENT EROSION CONTROL FEATURES SHALL BE INCORPORATED INTO THE PROJECT AT THE EARLIEST PRACTICAL TIME. TEMPORARY CONTROL FEATURES WILL BE USED TO CORRECT CONDITIONS THAT DEVELOP DURING CONSTRUCTION WHICH WERE NOT FORESEEN AT THE TIME OF DESIGN TO CONTROL EROSION PRIOR TO THE TIME IT IS PRACTICAL TO CONSTRUCT PERMANENT CONTROL FEATURES.
21. TEMPORARY EROSION CONTROL MAY BE USED IN CONTROLLING EROSION IN AREAS WHERE CONDITIONS NOT UNDER THE CONTROL OF THE CONTRACTOR, PRECLUDE COMPLETION OF A SECTION OF A PROJECT IN A CONTINUOUS MANNER, AND FOR CONTROLLING EROSION IN AREAS WHERE CONSTRUCTION OPERATIONS MUST BE PERFORMED SUBSEQUENTLY THAT WILL CAUSE DAMAGE TO PERMANENT EROSION CONTROL FEATURES. TEMPORARY EROSION AND WATER POLLUTION CONTROL FEATURES SHALL CONSIST OF, BUT NOT BE LIMITED TO, GRASS, TEMPORARY MULCHING, SANDBAGGING, SEDIMENT BASINS, SEDIMENT CHECKS/EARTH DITCH CHECKS, BERMS, FLOATING TURBIDITY BARRIERS AND SILT FENCE.

STABILIZATION PRACTICES

22. TEMPORARY STABILIZATION – SOIL STOCK PILES AND DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY TEMPORARILY CEASES FOR AT LEAST 21 DAYS WILL BE STABILIZED WITHIN 7 DAYS FROM THE LAST CONSTRUCTION ACTIVITY IN THAT AREA. THESE AREAS SHALL BE STABILIZED WITH TEMPORARY SEED AND MULCH. THE SURFACE AREAS OF UNPROTECTED ERODIBLE EARTH EXPOSED BY CLEARING AND GRUBBING, EXCAVATION OR FILLING OPERATIONS SHALL BE KEPT TO A MINIMUM AS PRACTICAL.
23. PERMANENT STABILIZATION – ALL DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE PERMANENTLY CEASED WILL BE STABILIZED BY SOD IN ACCORDANCE WITH THE LANDSCAPING PLANS AND/OR CONSTRUCTION PLANS.

STRUCTURAL PRACTICES

24. STAKED SILT SCREENS – WILL BE INSTALLED ACCORDING TO THE PLANS TO PROTECT OFFSITE AREAS FROM ANY POSSIBLE ADVERSE EFFECTS FROM SEDIMENTS. SEDIMENT WILL BE REMOVED FROM THE UPSTREAM SIDE OF ANY SILT SCREEN ONCE THE ACCUMULATED SEDIMENT REACHES 1/3 THE HEIGHT OF THE SILT SCREEN. ANY SEDIMENT DEPOSITS OR SOIL DISTURBANCE CREATED DURING THE INSTALLATION AND REMOVAL OF SILT SCREEN SHALL BE DRESSED TO CONFORM TO THE FINISHED GRADE. THE SILT SCREEN SHALL BE INSPECTED ALONG WITH THE REST OF THE PROJECT ONCE EVERY SEVEN DAYS OR WITHIN 24 HOURS OF A RAINFALL EVENT EXCEEDING 0.5". WHERE DEFICIENCIES EXIST, ADDITIONAL SILT FENCES SHALL BE INSTALLED OR REPLACED. ATTACHMENT OF SILT SCREEN TO EXISTING TREES WILL NOT BE PERMITTED UNLESS APPROVED BY THE PROJECT ENGINEER.

NOTE: THE FOLLOWING CONTROLS CONCERN DAY-TO-DAY ACTIVITIES ON THE SITE. THE SITE SUPERINTENDENT IS RESPONSIBLE FOR SEEING THAT THEY ARE CARRIED OUT APPROPRIATELY.

WASTE DISPOSAL

25. WASTE MATERIALS – ALL WASTE MATERIALS WILL BE COLLECTED AND STORED IN METAL DUMPSTERS AND THEN HAULED TO AN APPROVED DISPOSAL SITE. THE DUMPSTERS WILL MEET ALL CITY SOLID WASTE MANAGEMENT REGULATIONS. ALL TRASH AND CONSTRUCTION DEBRIS FROM THE SITE WILL BE DEPOSITED IN THE DUMPSTER. NO CONSTRUCTION WASTE WILL BE BURIED ON THE SITE. ALL PERSONNEL WILL BE INSTRUCTED IN THE CORRECT PROCEDURE FOR WASTE DISPOSAL. EMPLOYEE WASTE AND OTHER LOOSE MATERIALS, E.G., CUPS, CANS, BAGS, ETC., WILL BE COLLECTED SO AS TO PREVENT THE RELEASE OF "FLOATABLES" DURING RUNOFF EVENTS.
26. HAZARDOUS WASTE – ALL HAZARDOUS WASTE MATERIALS WILL BE DISPOSED OF IN THE MANNER SPECIFIED BY LOCAL OR STATE REGULATIONS, OR BY THE MANUFACTURER.
27. SANITARY WASTE – ALL SANITARY WASTE WILL BE COLLECTED FROM THE PORTABLE UNITS IN A TIMELY MANNER MEETING ALL LOCAL AND STATE REGULATIONS.

OFFSITE VEHICLE TRACKING

28. MONITORING OF OFFSITE TRACKING OF SEDIMENTS AT THE ENTRANCES IS ESSENTIAL WHERE SILT FENCE WILL NOT BE PLACED TO ENABLE ACCESS TO THE SITE. IF IT APPEARS THAT SIGNIFICANT AMOUNTS OF SEDIMENT ARE BEING TRACKED OFF THE SITE, GRAVEL ENTRANCES OR OTHER EQUIVALENT MEASURES ARE RECOMMENDED TO HELP DISLODGE THE SOIL, SEDIMENT AND DIRT BEFORE THE VEHICLES LEAVE THE SITE.

TIMING OF CONTROL MEASURES

29. AREAS WHERE THE GROUND HAS BEEN DISTURBED AND CONSTRUCTION ACTIVITIES TEMPORARILY WILL CEASE FOR MORE THAN 21 DAYS SHALL BE STABILIZED WITH A TEMPORARY SEED AND MULCH WITHIN 7 DAYS OF THE LAST DISTURBANCE. ONCE CONSTRUCTION ACTIVITY CEASES PERMANENTLY IN AN AREA WHERE THE GROUND HAS BEEN DISTURBED, THAT AREA WILL BE STABILIZED WITH SOD OR OTHER SUITABLE STABILIZATION MATERIALS. AFTER THE SITE IS STABILIZED, ALL EXCESS SEDIMENTS AND DEBRIS WILL BE REMOVED FROM THE PONDS AND STORMWATER CONVEYANCE SYSTEM/STRUCTURES RECEIVING DIRECT RUNOFF FROM THE AREA.

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 K.B.C.
DRAWN SIBE
CHECKED K.B.C.
KIM B. CLAYBACK, P.E.
PROJECT ENGINEER

bradenton The Friendly City Public Works and Utilities

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

23RD STREET EAST
DRAINAGE IMPROVEMENTS

STORMWATER POLLUTION
PREVENTION PLAN NOTES

KIM B. CLAYBACK, PE
REG. PROF. ENGINEER #71516

DATE MARCH/2026
PROJECT NO. 40859000-563000-#####
SCALE NONE
DWG. NO. G-5

Filename: P:\ENGINEERING\INTERNAL PROJECTS\23RD STREET EAST DRAINAGE IMPROVEMENTS\DESIGN\23RD STREET EAST DRAINAGE IMPROVEMENTS.DWG
Saved on: 3/6/2026 6:16:04 AM By: S_SIBERT Date Plotted: 3/6/2026 7:09:08 AM

STORMWATER POLLUTION PREVENTION PLAN

THIS PLAN SHALL BE IN ACCORDANCE WITH THE FLORIDA EROSION AND SEDIMENT CONTROL MANUAL.

SITE DESCRIPTION AND GENERAL INFORMATION

PROJECT NAME AND LOCATION

THIS STORM WATER POLLUTION PREVENTION PLAN INCLUDES STORM SEWER WORK IN THE FOLLOWING AREAS:

1) ON 23rd STREET EAST FROM MANATEE AVENUE EAST TO 2nd AVENUE EAST.

OWNER NAME AND ADDRESS

CITY OF BRADENTON
888 13TH AVE E
BRADENTON, FL 34208

PROJECT DESCRIPTION

THE PROJECT CONSISTS OF STORM SEWER PIPE INSTALLATION.

SEQUENCE OF MAJOR ACTIVITIES

THE ORDER OF MAJOR ACTIVITIES WILL BE AS FOLLOWS:

1. INSTALL SILT FENCE AS SHOWN ON PLANS.
2. STABILIZE CLEARED AREAS WITHIN 48 HOURS OF LAST DISTURBANCE.
3. COMPLETE GRADING AND INSTALL PERMANENT SODDING.
4. WHEN ALL CONSTRUCTION IS COMPLETE, STABILIZE (E.G. SOD, ETC) ANY REMAINING DISTURBED AREAS.

SUFFICIENT PRECAUTIONS SHALL BE TAKEN TO PREVENT POLLUTION OF STREAMS, CANALS, LAKES, RESERVOIRS, WETLANDS, AND OTHER WATER IMPOUNDMENTS. ALSO, OPERATIONS SHALL BE CONDUCTED AND SCHEDULED SO AS TO AVOID POLLUTION OR SILTATION OF STREAMS, WATER BODIES, ETC.

STORM WATER POLLUTION PREVENTION PLAN
INSPECTION AND MAINTENANCE REPORT FORM

(Inspections must occur at least once a week and within 24 hours of the end of a storm event that is 0.50 inches or greater)

FDEP NPDES Stormwater Identification Number: FLR10_____

Location	Rain Data	Type of Control (see below)	Date Installed/ Modified	Current Condition (see below)	Corrective Action/Other Remarks

Condition Code:
G=Good M=Marginal, needs maintenance or replacement soon P=Poor, needs immediate maintenance or replacement
C=Needs to be cleaned O=Other

Control Type Codes:

1. Silt Fence	10. Storm drain inlet protection	19. Reinforced soil retaining system	28. Tree protection
2. Earth dikes	11. Vegetative buffer strip	20. Gabion	29. Detention pond
3. Structural Diversion	12. Vegetative preservation area	21. Sediment basin	30. Retention pond
4. Swale	13. Retention pond	22. Temporary seed/sod	31. Waste disposal/housekeeping
5. Sediment Trap	14. Construction entrance stabilization	23. Permanent seed/sod	32. Dam
6. Check dam	15. Perimeter ditch	24. Mulch	33. Sand bag
7. Subsurface drain	16. Curb and gutter	25. Hay bales	34. Other
8. Pipe slope drain	17. Paved road surface	26. Geotextile	
9. Level spreaders	18. Rock outlet protection	27. Rip-rap	

Inspector Information:

_____ _____ _____
Name Qualification Date

The above signature also shall certify that this facility is in compliance with the Stormwater Pollution Prevention Plan and the State of Florida Generic Permit for Stormwater Discharge from Large and Small Construction Activities if there are not any incidents of non-compliance identified above.

******

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

POLLUTION PREVENTION PLAN CERTIFICATION

I CERTIFY UNDER PENALTY OF LAW THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ASSURE THAT QUALIFIED PERSONNEL PROPERLY GATHERED AND EVALUATED THE INFORMATION SUBMITTED. BASED ON MY INQUIRY OF THE PERSON OR PERSONS WHO MANAGE THE SYSTEM, OR THOSE PERSONS DIRECTLY RESPONSIBLE FOR GATHERING THE INFORMATION, THE INFORMATION SUBMITTED IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, TRUE, ACCURATE, AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS.

CITY OF BRADENTON
888 13TH AVE E
BRADENTON, FL 34208

SIGNED: _____ PRINT NAME: _____

DATE: _____

CONTRACTOR'S CERTIFICATION

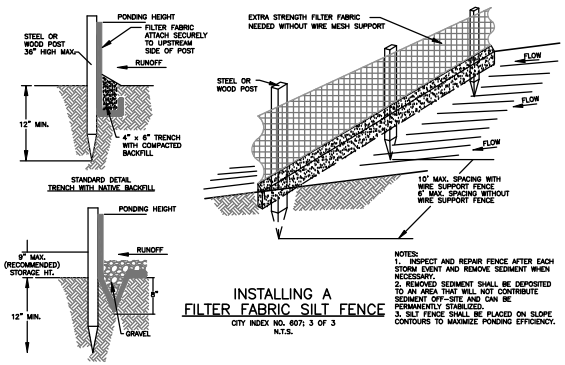
THIS SWPPP MUST CLEARLY IDENTIFY, FOR EACH MEASURE IDENTIFIED WITHIN THE SWPPP, THE CONTRACTOR(S) OR SUBCONTRACTOR(S) THAT WILL IMPLEMENT EACH MEASURE. ALL CONTRACTOR(S) AND SUBCONTRACTOR(S) IDENTIFIED IN THE SWPPP MUST SIGN THE FOLLOWING CERTIFICATION:

"I CERTIFY UNDER PENALTY OF LAW THAT I UNDERSTAND, AND SHALL COMPLY WITH, THE TERMS AND CONDITIONS OF THE STATE OF FLORIDA GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES AND THIS STORMWATER POLLUTION PREVENTION PLAN PREPARED THERE UNDER."

SIGNATURE/DATE: _____
NAME: _____

COMPANY NAME: _____
ADDRESS: _____

TELEPHONE NO: _____
RESPONSIBILITY: _____



INSTALLING A FILTER FABRIC SILT FENCE
CITY INDEX NO. 607; 3 OF 3
N.T.S.

SILT FENCE DETAIL 1
NTS

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 K.B.C.
DRAWN SIBE
CHECKED K.B.C.
KIM B. CLAYBACK, P.E.
PROJECT ENGINEER

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

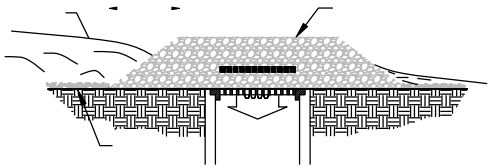
23RD STREET EAST
DRAINAGE IMPROVEMENTS

STORMWATER POLLUTION
PREVENTION PLAN DETAILS

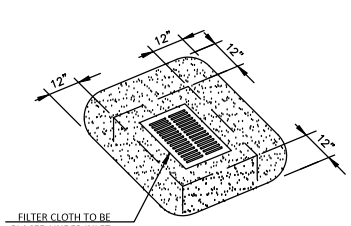
KIM B. CLAYBACK, PE
REG. PROF. ENGINEER #71516

DATE: MARCH/2026
PROJECT NO.: 40859000-563000-#####
SCALE: NONE
DWG. NO.: G-6

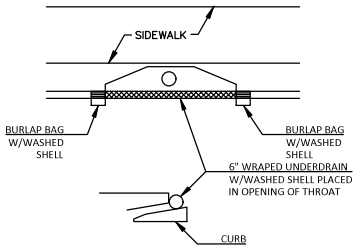
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GRAVEL AND WIRE MESH DROP INLET SEDIMENT FILTER

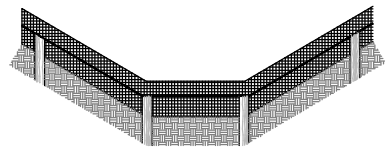


INLET GRATE

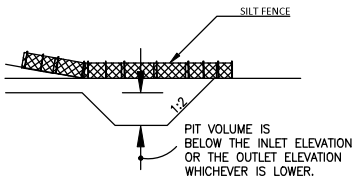


CURB INLET

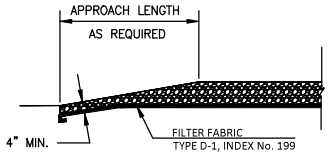
FILTER CLOTH INSTALLATION



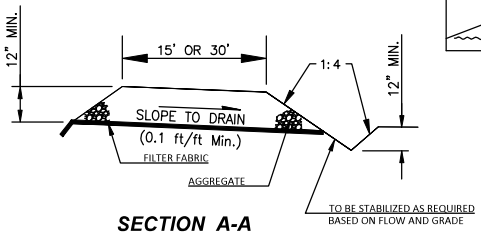
PROPER PLACEMENT OF A FILTER BARRIER IN A DRAINAGE WAY



SECTION B-B

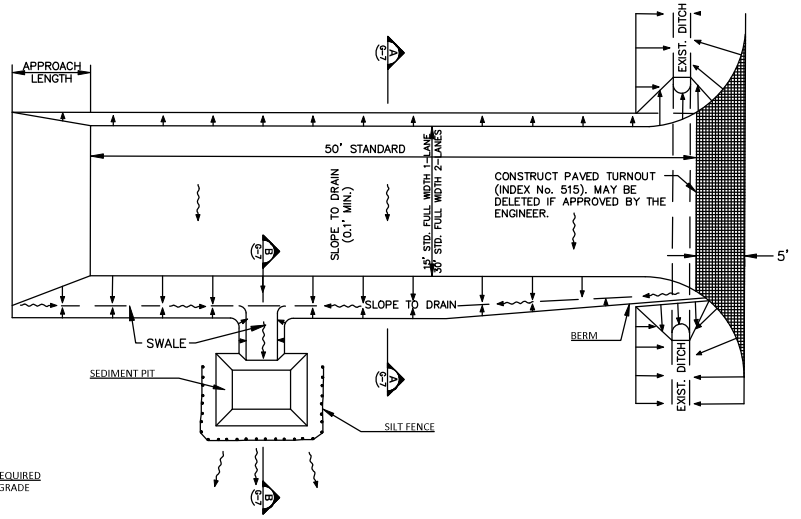


TRANSITION DETAIL



SECTION A-A

NOTE:
1. NOT ALL ABBREVIATIONS MAY BE USED FOR THIS PROJECT.



CONSTRUCTION ENTRANCE

Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.
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DATE	REVISIONS	BY

DESIGNED K.B.C.
DRAWN SIBE
CHECKED K.B.C.
KIM B. CLAYBACK, P.E.
PROJECT ENGINEER

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

23RD STREET EAST
DRAINAGE IMPROVEMENTS

STORMWATER POLLUTION PREVENTION PLAN DETAILS

KIM B. CLAYBACK, PE
REG. PROF. ENGINEER #71516

DATE: MARCH/2026
SCALE: NONE
PROJECT NO.: 40859000-563000-#####
DWG. NO.: G-7

Filename: P:\ENGINEERING\INTERNAL PROJECTS\23RD STREET EAST DRAINAGE IMPROVEMENTS\DESIGN\23RD STREET EAST DRAINAGE IMPROVEMENTS.DWG
Saved on: 3/6/2026 6:16:04 AM By: S_SIBERT Date Plotted: 3/6/2026 7:07:04 AM

TABULATION OF QUANTITIES

ITEM NO.	FDOT ITEM NUMBER	DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL	C-1	C-2	C-3	C-4
		GENERAL								
1	0101 1	MOBILIZATION	LS	1		$0.00	-	-	-	-
2	0102 1	MAINTENANCE OF TRAFFIC	LS	1		$0.00	-	-	-	-
3	0104 10 3	SEDIMENT BARRIER	LF	0	$3.02	$0.00	-	-	-	-
4	0104 18	INLET PROTECTION SYSTEM	EA	4	$168.96	$675.84	2	1	1	-
5	0110 1 1	CLEARING AND GRUBBING	AC	0	$45,793.17	$0.00	-	-	-	-
6	0110 23	TREE REMOVAL	EA	0	$1,575.38	$0.00	-	-	-	-
		SITE WORK								
7	0110 4 10	REMOVAL OF EXISTING CONCRETE	SY	12	$41.55	$498.60	4	4	4	-
8	0110 7 1	MAILBOX, F&I SINGLE	EA	0	$382.34	$0.00	-	-	-	-
9	0285706	OPTIONAL BASE, BASE GROUP 06	SY	0	$24.98	$0.00	-	-	-	-
10	0327 70 6	MILLING EX ASPH PAVT, 1.5" AVG DEPTH	SY	0	$3.08	$0.00	-	-	-	-
11	0337 7 82	ASPH CONC FC, TRAFFIC C, FC-9.5 (SY*D*110/2000)	TN	5.6	$201.31	$1,127.34	0.8	1.8	1.8	1.2
12	0350 30 13	CONCRETE PAVEMENT FOR ROUNDABOUT APRON, 12" DEPTH	SY	0	$205.44	$0.00	-	-	-	-
13	0425 5	MANHOLE, ADJUST	EA	3	$1,313.71	$3,941.13	1	1	-	1
14	0425 6	VALVE BOXES, ADJUST	EA	1	$985.11	$985.11	-	1	-	-
15	0520 1 10	CONCRETE CURB, TYPE F	LF	0	$50.46	$0.00	-	-	-	-
16	0520 1 12	CONCRETE CURB, TYPE F WITH SPECIAL GUTTER PROFILE	LF	0	$61.87	$0.00	-	-	-	-
17	0520 2 4	CONCRETE CURB, TYPE D	LF	0	$46.60	$0.00	-	-	-	-
18	0520 3	VALLEY GUTTER - CONCRETE	LF	111	$63.30	$7,026.30	15	76	20	-
19	0522 1	CONCRETE SIDEWALK AND DRIVEWAYS, 4" THICK	SY	0	$70.42	$0.00	-	-	-	-
20	0522 2	CONCRETE SIDEWALK AND DRIVEWAYS, 6" THICK	SY	0	$110.17	$0.00	-	-	-	-
21	0550 10218	FENCING, TYPE B, 0.0-5.0', RESET EXISTING	LF	0	$58.07	$0.00	-	-	-	-
22	0570 1 2	PERFORMANCE TURF, SOD	SY	120	$4.52	$542.40	40	40	40	-
		SIGNAGE & PAVEMENT MARKINGS								
23	0700 1111	SINGLE POST SIGN <12 SQ FT	EA	0	$563.85	$0.00	-	-	-	-
24	0711 11141	THERMOPLASTIC, STD, WHT, 2'-4" SKIP, 6''	LF	0	$7.00	$0.00	-	-	-	-
25	0711 11160	THERMOPLASTIC, STANDARD, WHITE, SYMBOL	EA	0	$215.57	$0.00	-	-	-	-
26	0711 11421	THERMOPLASTIC, STANDARD,WHITE, 6"	LF	0	$6.00	$0.00	-	-	-	-
27	0711 11421	THERMOPLASTIC, STANDARD, YELLOW, 6"	LF	0	$6.00	$0.00	-	-	-	-
27	0711 14123	THERMOPLASTIC, PREFORM, WHITE, SOLID, 12" FOR CROSSWALK	LF	0	$10.20	$0.00	-	-	-	-
28	0711 11224	THERMOPLASTIC, PREFORM, YELLOW, SOLID, 18" FOR DIAGONAL	LF	0	$6.33	$0.00	-	-	-	-
29	0711 14125	THERMOPLASTIC, PREFORM, WHITE, SOLID, 24"	LF	0	$17.46	$0.00	-	-	-	-
30	0711 14160	THERMOPLASTIC, PREFORMED, WHITE, MESSAGE	EA	0	$272.35	$0.00	-	-	-	-
31	0711 14170	THERMOPLASTIC, PREFORMED, WHITE, ARROW	EA	0	$166.05	$0.00	-	-	-	-
		DRAINAGE IMPROVEMENTS								
32	0120 1	REGULAR EXCAVATION	CY	0	$9.55	$0.00				
33	City Detail	CURB INLET	EA	2	$0.00	$0.00	-	1	1	-
34	City Detail	MANHOLE	EA	4	$0.00	$0.00	1	1	1	1
35	430174115	PIPE CULVERT, A2000 PVC, 15"	LF	0	$472.60	$0.00	-	-	-	-
36	430174118	PIPE CULVERT, A2000 PVC, 18"	LF	784	$221.39	$173,569.76	107	259	250	168
37	430174124	PIPE CULVERT, A2000 PVC, 24"	LF	0	$239.21	$0.00	-	-	-	-
38	430174130	PIPE CULVERT, A2000 PVC, 30"	LF	0	$235.16	$0.00	-	-	-	-
39	430175260	PIPE CULVERT, RCP, 60"x38"	LF	0	$646.25	$0.00	-	-	-	-
40	0430548102	STRAIGHT CONCRETE HEADWALL	EA	0	$14,000.00	$0.00	-	-	-	-
41	0425100 24	SPECIAL DRAINAGE STRUCTURE, UTILITY CONFLICT MANHOLE	EA	0	$16,400.00	$0.00	-	-	-	-
		WATER IMPROVEMENTS								
42	1080 21400	UTILITY FIXTURE, VALVE/METER BOX, RELOCATE	EA	0	$0.00	$0.00	-	-	-	-
43	1080 23100	TAPPING SADDLE/SLEEVE, FURNISH & INSTALL, 1"	EA	0	$0.00	$0.00	-	-	-	-
44	1644113 08	FIRE HYDRANT, F&I, STANDARD, 2 HOSE, 1 PUMPER, 6"	EA	0	$10,340.00	$0.00	-	-	-	-
		PEDESTRIAN SAFETY EQUIPMENT								
45	0527 2	DETECTABLE WARNINGS	SF	0	$43.07	$0.00	-	-	-	-
46	0654 2 21	RECT RAPID FLASHING BEACON, F&I, SOLAR, 1 SIGN	EA	0	$13,170.38	$0.00	-	-	-	-
		SUBTOTAL				$ 188,366.48				
		BONDING	3%			$ 5,650.99				
		CONTINGENCY	10%			$ 18,836.65				
		TOTAL				$ 212,854.12				

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 K.B.C.
DRAWN SIBE
CHECKED K.B.C.
KIM B. CLAYBACK, P.E.
PROJECT ENGINEER

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

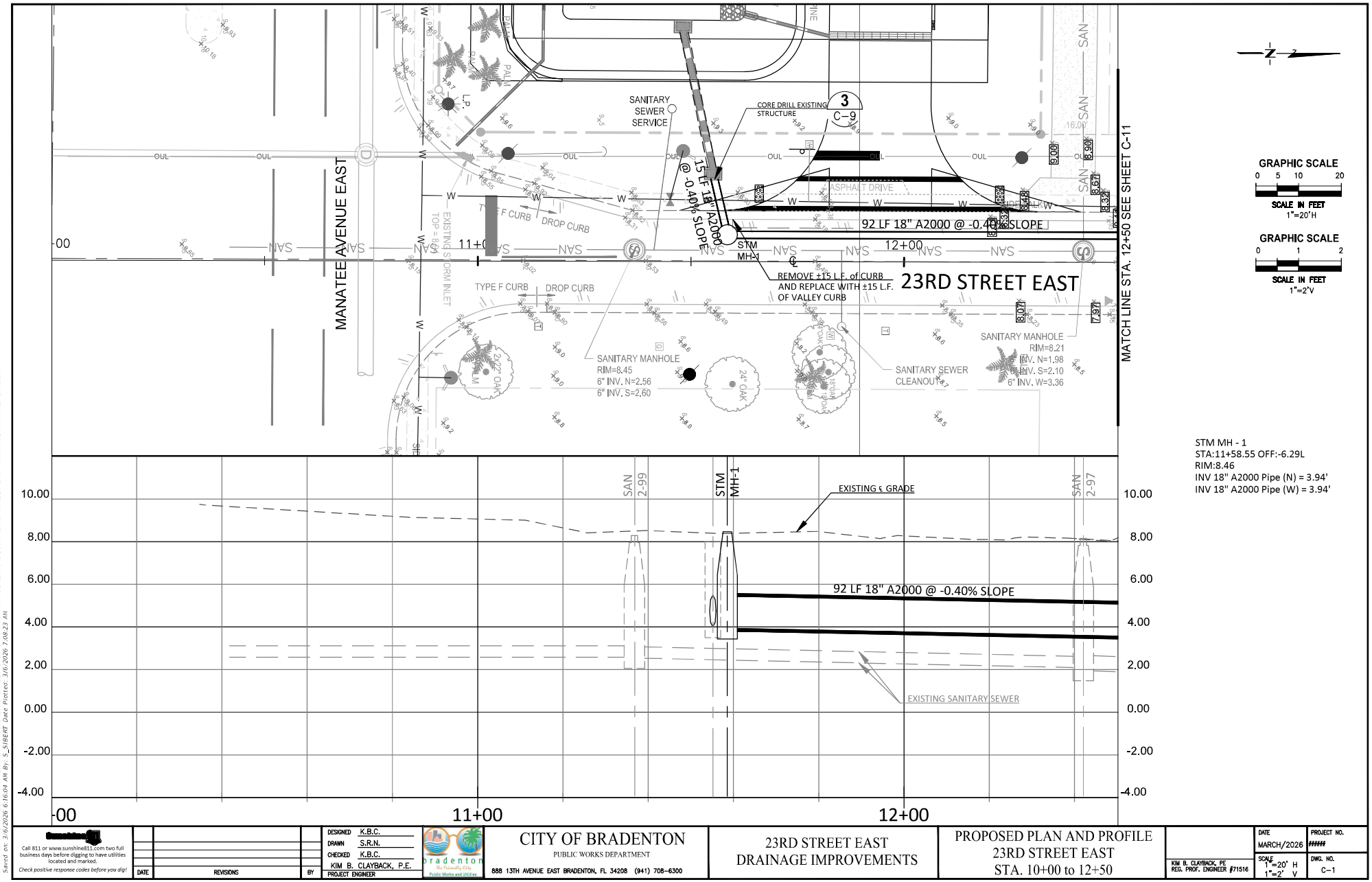
23RD STREET EAST
DRAINAGE IMPROVEMENTS

TABULATION OF QUANTITIES

KIM B. CLAYBACK, PE
REG. PROF. ENGINEER #71516

DATE: MARCH/2026
PROJECT NO.: 40859000-563000-[redacted]
SCALE: NONE
DWG. NO.: G-8

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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 K.B.C.
DRAWN S.R.N.
CHECKED K.B.C.
KIM B. CLAYBACK, P.E.
PROJECT ENGINEER

CITY OF BRADENTON
PUBLIC WORKS DEPARTMENT
888 13TH AVENUE EAST BRADENTON, FL 34208 (941) 708-6300

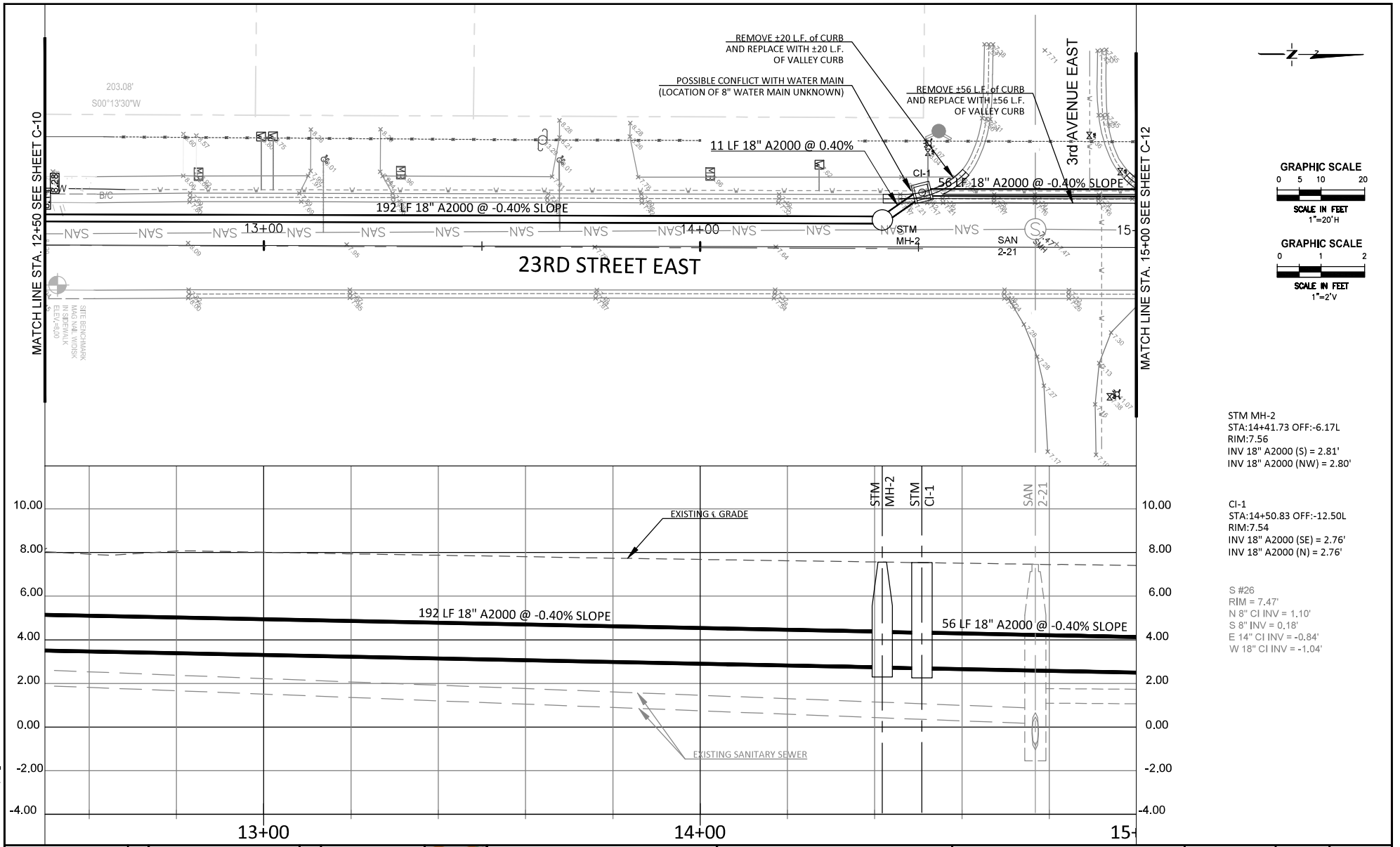
23RD STREET EAST
DRAINAGE IMPROVEMENTS

PROPOSED PLAN AND PROFILE
23RD STREET EAST
STA. 10+00 to 12+50

KIM B. CLAYBACK, PE
REG. PROF. ENGINEER #71516

DATE MARCH/2026
PROJECT NO. #####
SCALE 1"=20' H 1"=2' V
DWG. NO. C-1

Filename: P:\ENGINEERING\INTERNAL PROJECTS\23RD STREET EAST DRAINAGE IMPROVEMENTS\DESIGN\23RD STREET EAST DRAINAGE IMPROVEMENTS.DWG
Saved on: 3/6/2026 6:16:04 AM By: S_GIBERT Date Plotted: 3/06/2026 7:08:23 AM



STM MH-2
STA:14+41.73 OFF:-6.17L
RIM:7.56
INV 18" A2000 (S) = 2.81'
INV 18" A2000 (NW) = 2.80'

CI-1
STA:14+50.83 OFF:-12.50L
RIM:7.54
INV 18" A2000 (SE) = 2.76'
INV 18" A2000 (N) = 2.76'

S #26
RIM = 7.47'
N 8" CI INV = 1.10'
S 8" INV = 0.18'
E 14" CI INV = -0.84'
W 18" CI INV = -1.04'

Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.
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DATE	REVISIONS	BY

DESIGNED K.B.C.
DRAWN S.R.N.
CHECKED K.B.C.
KIM B. CLAYBACK, P.E.
PROJECT ENGINEER

CITY OF BRADENTON
PUBLIC WORKS DEPARTMENT
888 13TH AVENUE EAST BRADENTON, FL 34208 (941) 708-6300

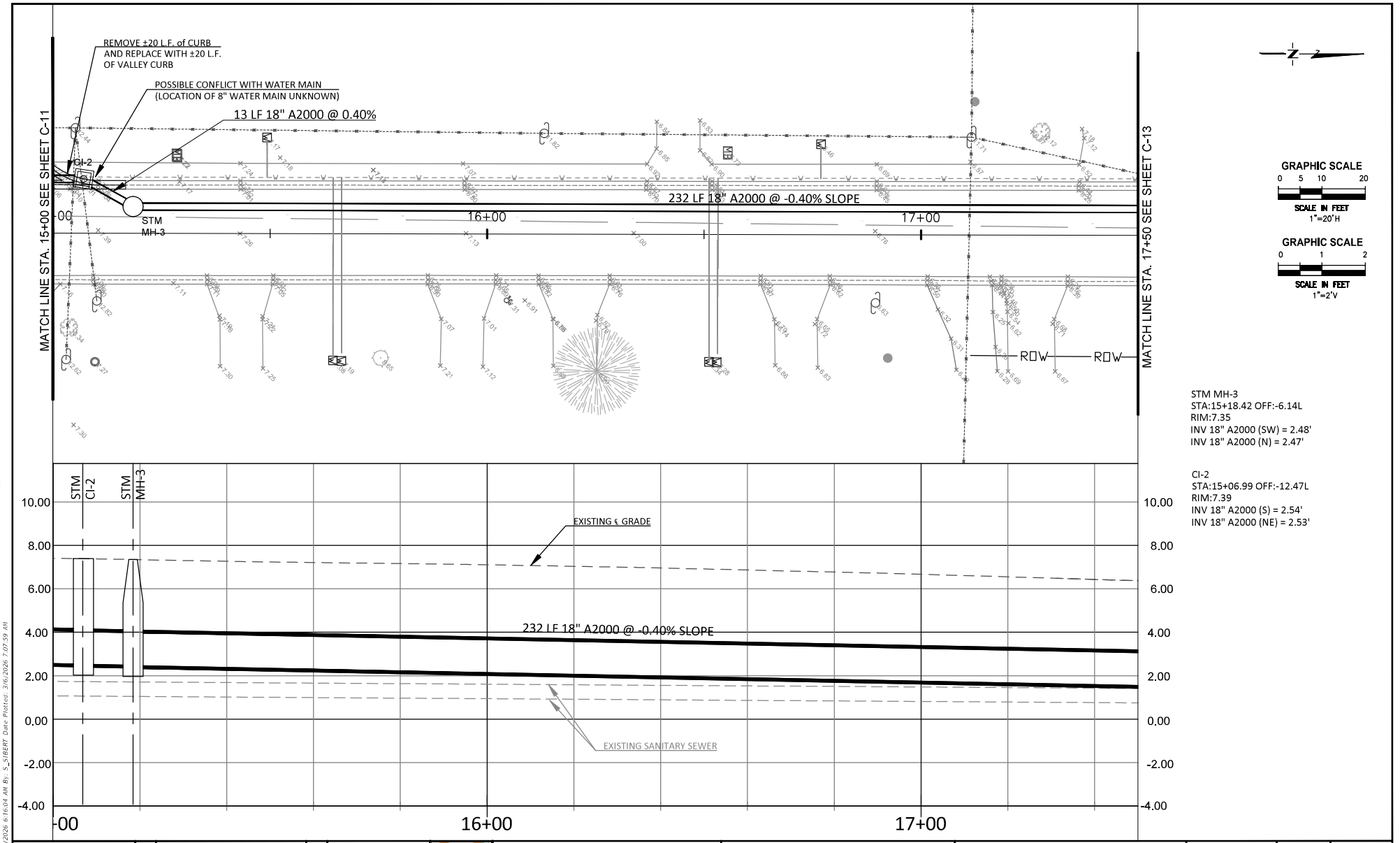
23RD STREET EAST
DRAINAGE IMPROVEMENTS

PROPOSED PLAN AND PROFILE
23RD STREET EAST
STA. 12+50 to 15+00

KIM B. CLAYBACK, PE
REG. PROF. ENGINEER #71516

DATE MARCH/2026
PROJECT NO. #####
SCALE 1"=20' H 1"=2' V
DWG. NO. C-2

Filename: P:\ENGINEERING\INTERNAL PROJECTS\23RD STREET EAST DRAINAGE IMPROVEMENTS\DESIGN\23RD STREET EAST DRAINAGE IMPROVEMENTS.DWG
Saved on: 3/6/2026 6:16:04 AM By: S_SIBERT Date Plotted: 3/6/2026 7:08:21 AM



GRAPHIC SCALE
0 5 10 20
SCALE IN FEET
1"=20'H

GRAPHIC SCALE
0 1 2
SCALE IN FEET
1"=2'V

STM MH-3
STA:15+18.42 OFF:-6.14L
RIM:7.35
INV 18" A2000 (SW) = 2.48'
INV 18" A2000 (N) = 2.47'

CI-2
STA:15+06.99 OFF:-12.47L
RIM:7.39
INV 18" A2000 (S) = 2.54'
INV 18" A2000 (NE) = 2.53'

Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.
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DATE	REVISIONS	BY

DESIGNED K.B.C.
DRAWN S.R.N.
CHECKED K.B.C.
KIM B. CLAYBACK, P.E.
PROJECT ENGINEER

CITY OF BRADENTON
PUBLIC WORKS DEPARTMENT
888 13TH AVENUE EAST BRADENTON, FL 34208 (941) 708-6300

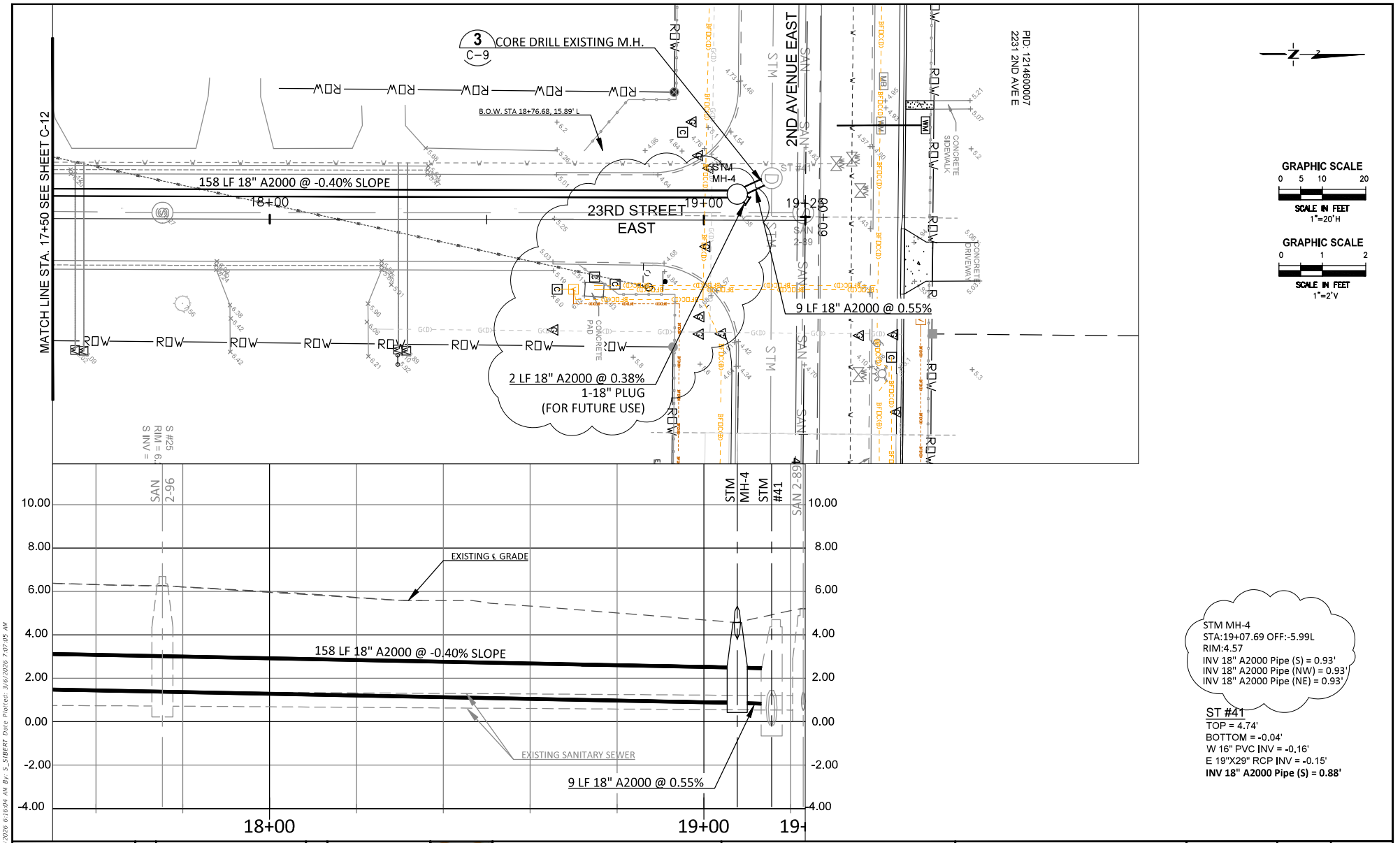
23RD STREET EAST
DRAINAGE IMPROVEMENTS

PROPOSED PLAN AND PROFILE
23RD STREET EAST
STA. 15+00 to 17+50

KIM B. CLAYBACK, PE
REG. PROF. ENGINEER #71516

DATE MARCH/2026
PROJECT NO. #####
SCALE 1"=20' H, 1"=2' V
DWG. NO. C-3

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Filename: P:\ENGINEERING\INTERNAL PROJECTS\23RD STREET EAST DRAINAGE IMPROVEMENTS\DESIGN\23RD STREET EAST DRAINAGE IMPROVEMENTS.DWG
Saved on: 3/6/2026 6:16:04 AM By: S_SIBERT Date Plotted: 3/6/2026 7:07:05 AM

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!

3-26	ADDED PIPE FOR FUTURE USE	SIBE	
DATE	REVISIONS	BY	

DESIGNED K.B.C.
DRAWN S.R.N.
CHECKED K.B.C.
KIM B. CLAYBACK, P.E.
PROJECT ENGINEER

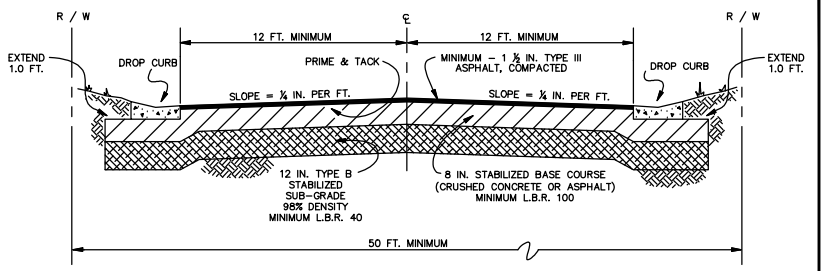
CITY OF BRADENTON
PUBLIC WORKS DEPARTMENT
888 13TH AVENUE EAST BRADENTON, FL 34208 (941) 708-6300

23RD STREET EAST
DRAINAGE IMPROVEMENTS

PROPOSED PLAN AND PROFILE
23RD STREET EAST
STA. 17+50 to 19+29

KIM B. CLAYBACK, PE
REG. PROF. ENGINEER #71516

DATE MARCH/2026
PROJECT NO. ######
SCALE 1"=20' H 1"=2' V
DWG. NO. C-4



TYPICAL ROAD CONSTRUCTION

1

REV.	DATE	DESCRIPTION	BY
1	JAN., 2017	ADDED HATCH TO SUB-GRADE	SRE

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

STREETS AND ROADS	DATE 2/07
TYPICAL ROAD SECTION	SHEET NO. SR-1

TRENCH NOTES

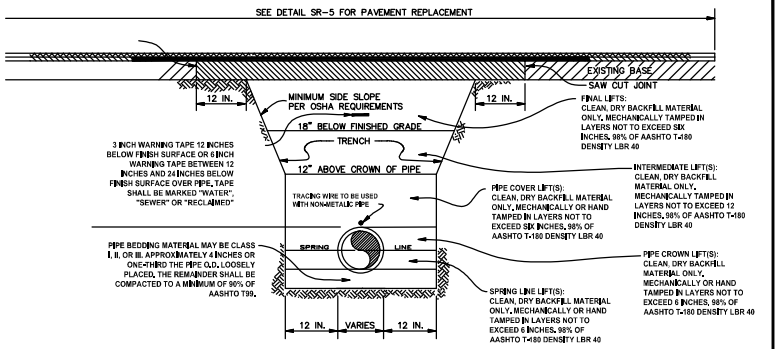
1. WHERE WATER, REUSE AND/OR SEWER MAINS CROSS WITH LESS THAN EIGHTEEN INCHES (18") VERTICAL CLEARANCE, ONE OF THE FOLLOWING METHODS OF PROTECTION SHALL BE UTILIZED:
   A) WHERE A CONFLICT ARISES WITH AN EXISTING SEWER OR REUSE MAIN, THE PROPOSED WATER MAIN SHALL BE A MINIMUM OF TWENTY FEET (20') OF CL-51 D.I.P. OR ENCASED IN CONCRETE MINIMUM SIX INCHES (6") THICK, FOR A MINIMUM DISTANCE OF TWENTY FEET (20') CENTERED ON THE POINT OF CROSSING.
   B) WHERE A CONFLICT ARISES WITH AN EXISTING WATER OR REUSE MAIN, THE PROPOSED SEWER MAIN SHALL BE ENCASED IN CONCRETE MINIMUM SIX INCHES (6") THICK, FOR A MINIMUM DISTANCE OF TWENTY FEET (20') CENTERED ON THE POINT OF CROSSING.
   C) WHERE A CONFLICT ARISES WITH PROPOSED WATER, REUSE AND/OR SEWER MAINS, THE WATER MAIN SHALL BE A MINIMUM OF TWENTY FEET (20') OF CL-51 D.I.P., OR ENCASED IN CONCRETE MINIMUM SIX INCHES (6") THICK, FOR A MINIMUM OF TWENTY FEET (20'), WHILE THE SEWER MAIN AND/OR REUSE SHALL BE ENCASED IN CONCRETE MINIMUM SIX INCHES (6") THICK, FOR A MINIMUM DISTANCE OF TWENTY FEET (20') CENTERED ON THE POINT OF CROSSING.
2. WHEN A WATER MAIN PARALLELS A WASTEWATER LINE, A HORIZONTAL SEPARATION OF AT LEAST TEN FEET (10') OUTSIDE EDGE TO OUTSIDE EDGE SHOULD BE MAINTAINED. WHEN SEPARATED BY LESS THAN 10 FEET (10') HORIZONTALLY THE WATER MAIN SHALL BE CLASS-51 D.I.P. OR ENCASED IN CONCRETE MINIMUM SIX INCHES (6") THICK AND SEWER LINES SHALL BE ENCASED IN CONCRETE MINIMUM SIX INCHES (6") THICK. JOINTS SHALL BE STAGGERED TO MAXIMIZE JOINT SEPARATION.
3. WHEN A WATER MAIN OR WASTEWATER LINE PARALLELS A REUSE MAIN, A HORIZONTAL SEPARATION OF AT LEAST FIVE FEET (5') CENTER OF PIPE TO CENTER OF PIPE, SHOULD BE MAINTAINED. IN NO CASE SHALL THE HORIZONTAL SEPARATION BE LESS THAN THREE FEET (3') FROM OUTSIDE EDGE OF PIPE TO OUTSIDE EDGE OF PIPE.
4. TRENCH SHALL BE BRACED OR SHORED IN ACCORDANCE WITH THE "FLORIDA TRENCH & SAFETY ACT".
5. WIDTH OF TRENCH BOTTOM SHALL BE OUTSIDE DIAMETER OF PIPE PLUS TWELVE INCHES (12") EACH SIDE, REQUIRED.
6. CONTRACTOR SHALL PLACE METALLIC BURIAL IDENTIFICATION TAPE DIRECTLY ABOVE WATER MAIN IN CONFORMANCE WITH CITY CODE.
7. ALL WELL POINT HOLES SHALL BE FILLED WITH COARSE SAND OR OTHER SATISFACTORY GRANULAR MATERIAL AT TIME WELL POINTS ARE PULLED.
8. DISCHARGE FROM DE-WATERING OPERATION SHALL BE DISPOSED OF IN SUCH A MANNER THAT IT SHALL NOT INTERFERE WITH THE NORMAL DRAINAGE OF THE AREA IN WHICH THE WORK IS BEING PERFORMED, CREATE A PUBLIC NUISANCE OR FORM PONDING. THE OPERATIONS SHALL NOT CAUSE INJURY TO ANY PORTION OF THE WORK COMPLETED, OR IN PROGRESS, OR TO THE SURFACE OF STREETS, OR TO PRIVATE PROPERTY.
9. THE PROPOSED DE-WATERING METHOD(S) AND SCHEDULE SHALL BE COORDINATED WITH THE UTILITY AND/OR THE ENGINEER OF RECORD AND OTHER NECESSARY REGULATORY AGENCIES PRIOR TO AND/OR THE ENGINEER OF RECORD AND OTHER NECESSARY REGULATORY AGENCIES PRIOR TO CONSTRUCTION. ADDITIONALLY, WHERE PRIVATE PROPERTY SHALL BE INVOLVED, ADVANCE PERMISSION SHALL BE OBTAINED BY THE CONTRACTOR AND/OR DEVELOPER.
10. THE CONTRACTOR SHALL PROVIDE SOIL COMPACTION TESTING IN ACCORDANCE WITH THE PROJECT THE CONTRACTOR SHALL PROVIDE SOIL COMPACTION TESTING IN ACCORDANCE WITH THE PROJECT DONE IN ACCORDANCE WITH CITY OF BRADENTON PUBLIC UTILITY STANDARDS, LATEST EDITION. ALL SOIL COMPACTION TESTS RESULTS SHALL BE SUBMITTED TO THE ENGINEER OF RECORD.

2

REV.	DATE	DESCRIPTION	BY

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

STREETS AND ROADS	DATE 4/2016
ROAD CUT REPLACEMENT	
TRENCH NOTES	SHEET NO. SR-2

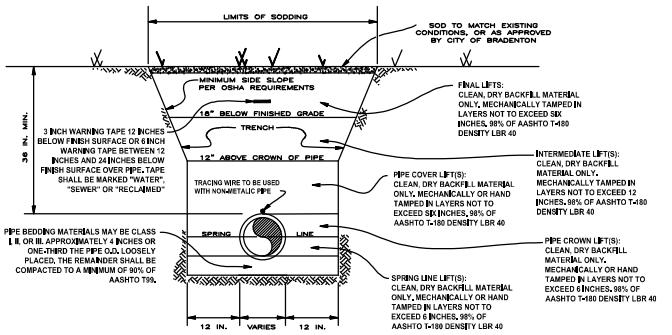


3

DATE	DESCRIPTION	BY
12/2016	INCREASED BASE WIDTH	SRE
6/2016	MILL & RESURFACE, BEDDING	SRE
6/2010	BACKFILL AND COMPACTION	SRE

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

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



4

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

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

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

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 K.B.C.
DRAWN S.R.N.
CHECKED K.B.C.
KIM B. CLAYBACK, P.E.
PROJECT ENGINEER

CITY OF BRADENTON
PUBLIC WORKS DEPARTMENT

888 13TH AVENUE EAST BRADENTON, FL 34208 (941) 708-6300

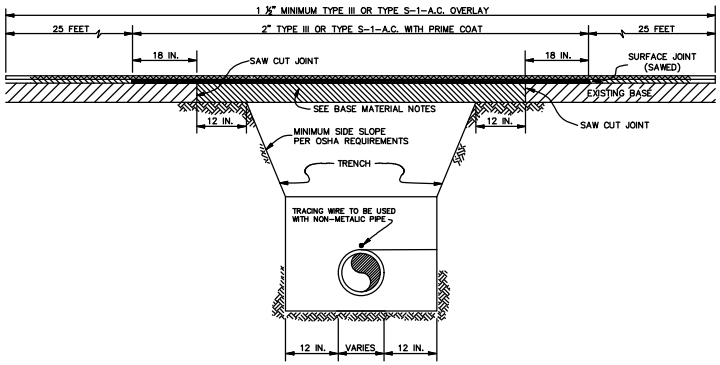
23RD STREET EAST
DRAINAGE IMPROVEMENTS

TRENCH AND ROADWAY DETAILS

KIM B. CLAYBACK, PE
REG. PROF. ENGINEER #71516

DATE MARCH/2026
PROJECT NO. ######
SCALE NONE
DWG. NO. C-5

Filename: P:\ENGINEERING\INTERNAL PROJECTS\23RD STREET FAST DRAINAGE IMPROVEMENTS\DESIGN\23RD STREET FAST DRAINAGE IMPROVEMENTS.DWG
Saved on: 3/6/2026 6:16:14 AM by S_SIBERT Date Printed: 3/6/2026 7:06:17 AM



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.

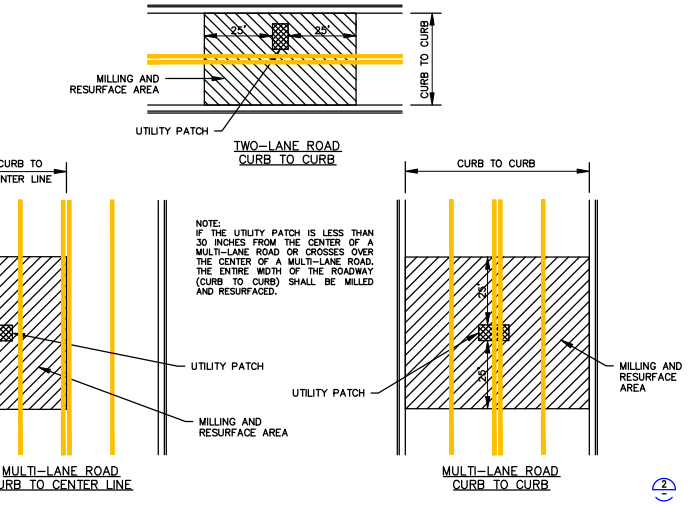
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REV.	DATE	DESCRIPTION	BY
3	12/2016	INCREASED BASE WIDTH	SBC
2	6/2016	MILL & RESURFACE, BEDDING	SBC
1	6/2010	BACKFILL AND COMPACTION	SBC

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



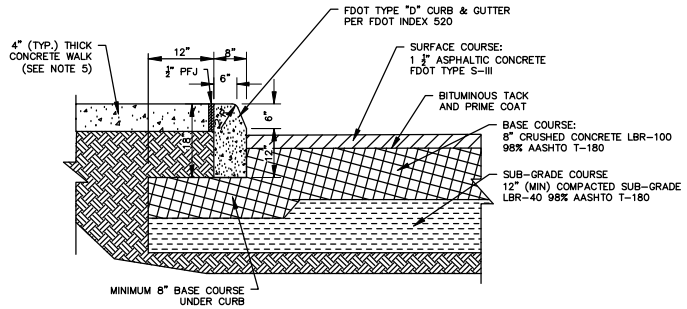
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REV.	DATE	DESCRIPTION	BY

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



CONCRETE WALKS:

1) ALL CONCRETE SHALL BE 3,000 P.S.I.
2) GROUND IS TO BE COMPACTED PRIOR TO POURING (TOP 8"@AASHTO T-180).
3) ALL EXPOSED EDGES TO BE CHAMFERED.
4) WHERE CONCRETE WALK DIRECTLY ABUTS PAVEMENT THICKEN TO 6" OVER 3" AND PROVIDE A MINIMUM OF 4" THICK BASE COURSE UNDER THICKENED SIDEWALK EDGE.
5) PROVIDE FIBER MESH REINFORCEMENT, 1.5 POUNDS PER CUBIC YARD.
6) FIBER MESH REINFORCEMENT SHALL BE SYNTHETIC FIBER: MONOFILAMENT POLYPROPYLENE FIVBERS COMPLYING WITH ASTM C1116, TYPE III, ½ TO 1 ½ INCHES LONG.
7) CONCRETE SUBJECT TO VEHICULAR TRAFFIC SHALL BE 6 INCHES THICK AND REINFORCED WITH 6"x6" NO. 10 STEEL WIRE MESH FOR THE ENTIRE LENGTH AND WIDTH.

PAVEMENT:

1) CONSTRUCTION SHALL COMPLY WITH FDOT SPECIFICATIONS.

CURB:

1) PROVIDE A MINIMUM OF 6 INCHES OF COMPACT BASE COURSE UNDER CURB AND EXTENDING A MINIMUM OF 12 INCHES BEYOND BACK OF CURB.
2) CONSTRUCTION SHALL COMPLY WITH FDOT SPECIFICATIONS AND DETAILS ON FDOT INDEX No. 520.

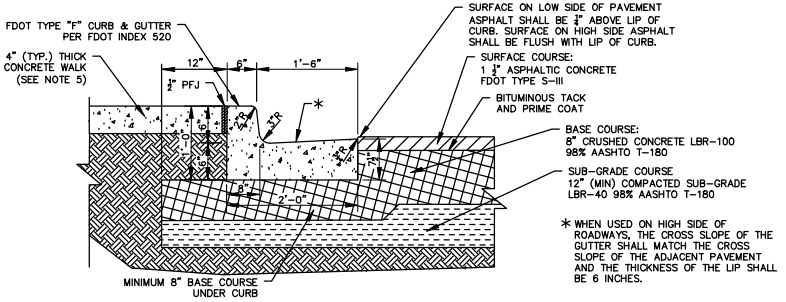
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REV.	DATE	DESCRIPTION	BY
3	MAY, 2020	ADDED CURB DIMENSIONS	SBC
2	OCT., 2019	UPDATED FDOT INDEX	SBC
1	JAN., 2017	INCREASED BASE UNDER CURB	SBC

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

STREETS AND ROADS
TYPICAL TYPE "D" CURB
CROSS SECTIONS

DATE 10/15
SHEET NO. SR-10



* WHEN USED ON HIGH SIDE OF ROADWAYS, THE CROSS SLOPE OF THE GUTTER SHALL MATCH THE CROSS SLOPE OF THE ADJACENT PAVEMENT AND THE THICKNESS OF THE LIP SHALL BE 6 INCHES.

CONCRETE WALKS:

1) ALL CONCRETE SHALL BE 3,000 P.S.I.
2) GROUND IS TO BE COMPACTED PRIOR TO POURING (TOP 8"@AASHTO T-180).
3) ALL EXPOSED EDGES TO BE CHAMFERED.
4) WHERE CONCRETE WALK DIRECTLY ABUTS PAVEMENT THICKEN TO 6" OVER 3" AND PROVIDE A MINIMUM OF 4" THICK BASE COURSE UNDER THICKENED SIDEWALK EDGE.
5) PROVIDE FIBER MESH REINFORCEMENT, 1.5 POUNDS PER CUBIC YARD.
6) FIBER MESH REINFORCEMENT SHALL BE SYNTHETIC FIBER: MONOFILAMENT POLYPROPYLENE FIVBERS COMPLYING WITH ASTM C1116, TYPE III, ½ TO 1 ½ INCHES LONG.
7) CONCRETE SUBJECT TO VEHICULAR TRAFFIC SHALL BE 6 INCHES THICK AND REINFORCED WITH 6"x6" NO. 10 STEEL WIRE MESH FOR THE ENTIRE LENGTH AND WIDTH.

PAVEMENT:

1) CONSTRUCTION SHALL COMPLY WITH FDOT SPECIFICATIONS.

CURB:

1) PROVIDE A MINIMUM OF 8 INCHES OF COMPACT BASE COURSE UNDER CURB AND EXTENDING A MINIMUM OF 12 INCHES BEYOND BACK OF CURB.
2) CONSTRUCTION SHALL COMPLY WITH FDOT SPECIFICATIONS AND DETAILS ON FDOT INDEX No. 520.

4

REV.	DATE	DESCRIPTION	BY
4	MAY, 2020	ADDED CURB DIMENSIONS	SBC
3	OCT., 2019	UPDATED FDOT INDEX	SBC
2	JAN., 2017	INCREASED BASE UNDER CURB	SBC
1	10/2016	BASE UNDER CURB	SBC

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

STREETS AND ROADS
TYPICAL TYPE "F" CURB
CROSS SECTIONS

DATE 2/07
SHEET NO. SR-11

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 K.B.C.
DRAWN S.R.N.
CHECKED K.B.C.
KIM B. CLAYBACK, P.E.
PROJECT ENGINEER

CITY OF BRADENTON
PUBLIC WORKS DEPARTMENT
888 13TH AVENUE EAST BRADENTON, FL 34208 (941) 708-6300

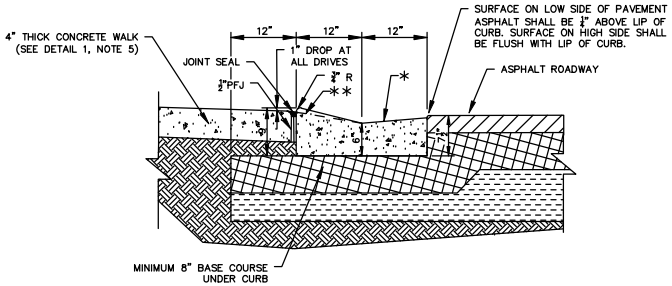
23RD STREET EAST
DRAINAGE IMPROVEMENTS

TRENCH AND ROADWAY DETAILS

KIM B. CLAYBACK, PE
REG. PROF. ENGINEER #71516

DATE MARCH/2026
PROJECT NO. #####
SCALE NONE
DWG. NO. C-6

Filename: P:\ENGINEERING\INTERNAL PROJECTS\23RD STREET EAST DRAINAGE IMPROVEMENTS\DESIGN\23RD STREET EAST DRAINAGE IMPROVEMENTS.DWG
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* WHEN USED ON HIGH SIDE OF ROADWAYS, THE CROSS SLOPE OF THE GUTTER SHALL MATCH THE CROSS SLOPE OF THE ADJACENT PAVEMENT AND THE THICKNESS OF THE LIP SHALL BE 8 INCHES.

** SLOPE TO FIT ADJACENT CONCRETE.

CURB:

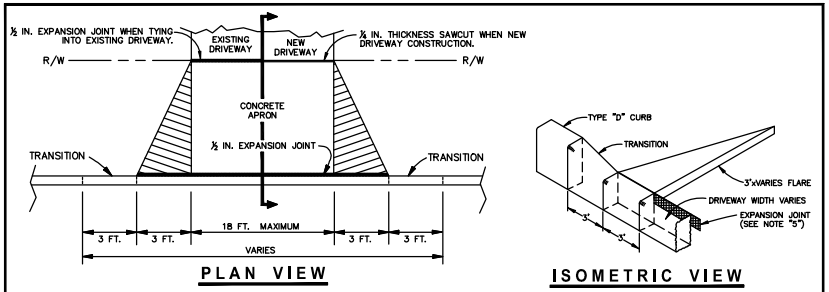
1) PROVIDE A MINIMUM OF 8 INCHES OF COMPACT BASE COURSE UNDER CURB AND EXTENDING A MINIMUM OF 12 INCHES BEYOND BACK OF CURB.
2) CONSTRUCTION SHALL COMPLY WITH FDOT SPECIFICATIONS AND DETAILS INDEX No. 520.

REV.	DATE	DESCRIPTION	BY
3	JAN., 2017	INCREASED BASE UNDER CURB	SIBE
2	10/2015	BASE UNDER CURB	SIBE
1	7/2013	REMOVED TYPE "F" MODIFIED	SIBE

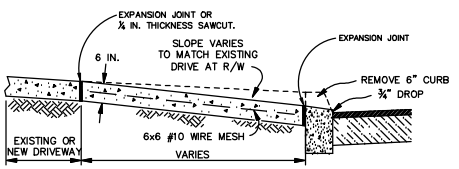
CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

STREETS AND ROADS	DATE
TYPICAL MIAMI CURB	2/07
CROSS SECTIONS	SHEET NO. SR-12

1



PLAN VIEW



SECTION VIEW

ISOMETRIC VIEW

NOTES:

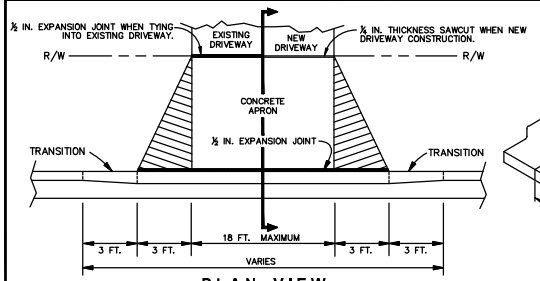
1) CITY OF BRADENTON UTILITY LINES INCLUDING WATER METERS OR SEWER CLEANOUTS SHALL NOT BE PLACED IN THE DRIVEWAY
2) REMOVE TYPE "F" CURB AND GUTTER, REPLACE WITH MIAMI CURB AND GUTTER.
3) REMOVE EXISTING SIDEWALK, REPLACE WITH 6" CONCRETE, 6"x6" #10 MESH 3000 PSI AT 28 DAYS.
4) DRIVEWAY CONSTRUCTED WITH 6" CONCRETE WITH 6"x6" #10 MESH 3000 PSI AT 28 DAYS
5) EXPANSION JOINT 1/2" PREFORMED JOINT FILLER PER FDOT SECTION 932-1.1 OR APPROVED ALTERNATE
6) SAWCUT (1/4 THICKNESS MINIMUM) ON 10' CENTERS. IF DRIVE IS WIDER THAN 12', ADD JOINTS AT 10' CENTERS.

REV.	DATE	DESCRIPTION	BY
3	JAN., 2020	ISOMETRIC VIEW AND NOTES	SIBE
2	JAN., 2017	CHANGED DRAWING NUMBER	SIBE
1	4/13/2011	Added No Utility Lines Note	SIBE

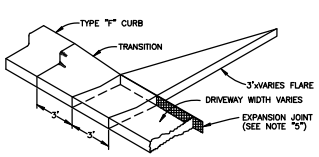
CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

STREETS AND ROADS	DATE
TYPE D CURB	2/07
DRIVEWAY CONSTRUCTION	SHEET NO. SR-13

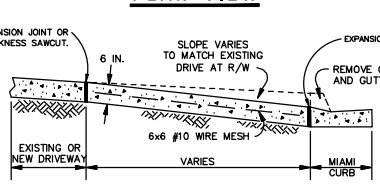
2



PLAN VIEW



ISOMETRIC VIEW



SECTION VIEW

NOTES:

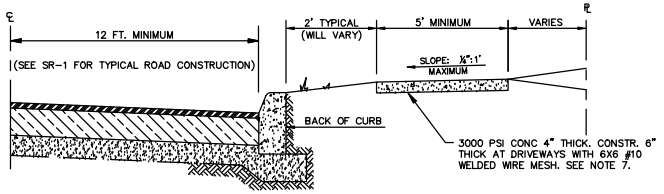
1) CITY OF BRADENTON UTILITY LINES INCLUDING WATER METERS OR SEWER CLEANOUTS SHALL NOT BE PLACED IN THE DRIVEWAY
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5) EXPANSION JOINT 1/2" PREFORMED JOINT FILLER PER FDOT SECTION 932-1.1 OR APPROVED ALTERNATE
6) SAWCUT (1/4 THICKNESS MINIMUM) ON 10' CENTERS. IF DRIVE IS WIDER THAN 12', ADD JOINTS AT 10' CENTERS.

REV.	DATE	DESCRIPTION	BY
3	JAN., 2020	ISOMETRIC VIEW AND NOTES	SIBE
2	JAN., 2017	CHANGED DRAWING NUMBER	SIBE
1	4/13/2011	Added No Utility Lines Note	SIBE

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

STREETS AND ROADS	DATE
TYPE F CURB	2/07
DRIVEWAY CONSTRUCTION	SHEET NO. SR-14

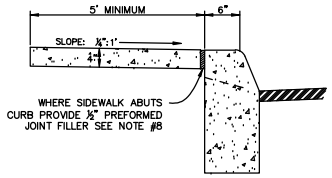
3



PRIMARY SIDEWALK LOCATION

NOTES:

1. PROVIDE TOOLED JOINTS AT DISTANCES MATCHING THE WIDTH. ALSO PLACE EXPANSION JOINTS AT DRIVEWAYS.
2. IF SOME PHYSICAL OBSTRUCTION EXISTS WHICH PREVENTS THE PLACING OF SIDEWALKS AS SHOWN, CONTACT THE ENGINEERING DIVISION FOR ALTERNATE LOCATION.
3. WOODEN AND OTHER SPACERS WILL NOT BE PERMITTED IN SIDEWALKS OR DRIVEWAYS.
4. NO COATINGS OF ANY KIND WILL BE PERMITTED ON CONCRETE SIDEWALKS OR DRIVEWAYS WITHOUT SPECIFIC APPROVAL OF THE CITY ENGINEER.
5. ALL CONCRETE SHALL BE 3000 PSI MIN. @ 28 DAYS, WITH FIBER MESH REINFORCING.
6. CONCRETE SURFACE TO BE LIGHT BROOM FINISH.
7. CONCRETE DRIVEWAY CONSTRUCTION SHALL BE 6" THICK W 6X6/10X10 WELDED WIRE MESH REINFORCEMENT.
8. EXPANSION JOINT: EXPANSION JOINTS BETWEEN THE SIDEWALKS AND THE CURB OR DRIVEWAY OR AT FIXED OBJECTS AND SIDEWALK INTERSECTIONS SHALL BE 1/2". MATERIAL SHALL MEET THE REQUIREMENTS OF AASHTO M153 OR AASHTO M213. FOR LONG POURS, AND EXPANSION JOINT SHALL BE PLACED AT INTERVALS NOT TO EXCEED 120'.



ALTERNATE SIDEWALK LOCATION

REV.	DATE	DESCRIPTION	BY
1	JAN., 2017	CHANGED DRAWING NUMBER	SIBE

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

STREETS AND ROADS	DATE
TYPICAL SIDEWALK CONSTRUCTION	7/13
	SHEET NO. SR-16

4

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 K.B.C.
DRAWN S.R.N.
CHECKED K.B.C.
KIM B. CLAYBACK, P.E.
PROJECT ENGINEER

CITY OF BRADENTON
PUBLIC WORKS DEPARTMENT
888 13TH AVENUE EAST BRADENTON, FL 34208 (941) 708-6300

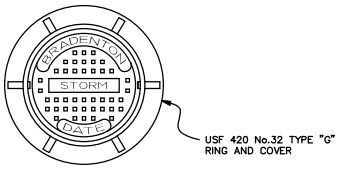
23RD STREET EAST
DRAINAGE IMPROVEMENTS

ROADWAY DETAILS

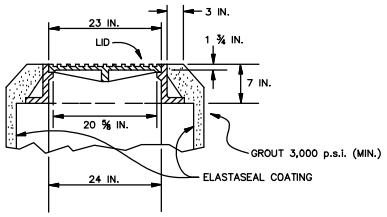
KIM B. CLAYBACK, PE
REG. PROF. ENGINEER #71516

DATE MARCH/2026
PROJECT NO. #####
SCALE NONE
DWG. NO. C-7

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PLAN VIEW



U.S.F. DRAWING No.32, TYPE "G"

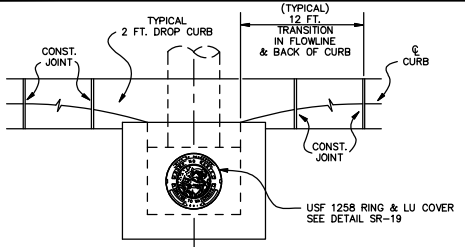
SECTION VIEW

1

REV.	DATE	DESCRIPTION	BY

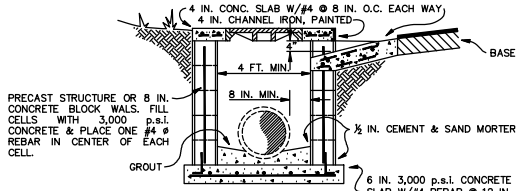
CITY OF BRADENTON, FLORIDA
PUBLIC WORKS AND UTILITIES
DEPARTMENT OF ENGINEERING

DRAINAGE	DATE
TRAFFIC BEARING	01/17
FRAME AND COVER	SHEET NO. SR-17



PLAN VIEW

MANHOLE – USF – 1258



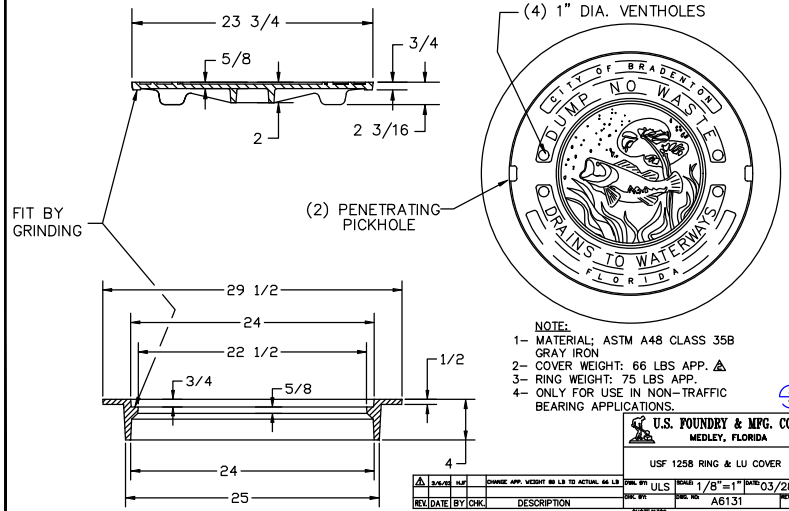
SECTION

2

2	JUNE, 2024	ADDED THROAT DIMENSION	SIBE
1	JAN., 2017	CHANGED DRAWING NUMBER	SIBE
REV.	DATE	DESCRIPTION	BY

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

DRAINAGE	DATE
CURB INLET AND CATCH BASIN	2/07
	SHEET NO. SR-18



NOTE:
1– MATERIAL: ASTM A48 CLASS 35B GRAY IRON
2– COVER WEIGHT: 66 LBS APP. ⚠
3– RING WEIGHT: 75 LBS APP.
4– ONLY FOR USE IN NON–TRAFFIC BEARING APPLICATIONS.

3

U.S. FOUNDRY & MFG. CORP.
MEDLEY, FLORIDA

USF 1258 RING & LU COVER

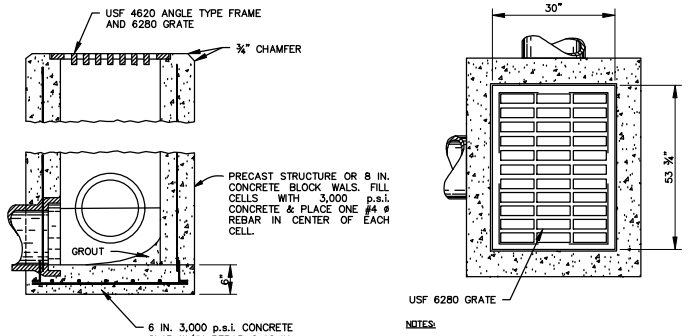
⚠	3/6/25	HJF	CHANGE APP. WEIGHT 66 LB TO ACTUAL 64 LB
REV.	DATE	BY	CHK. DESCRIPTION

DSN. BY: ULS | SCALE: 1/8"=1" | DATE: 03/28/03
DRG. NO. A6131 | REV. ⚠
QUOTE#309

1	JAN., 2017	ADDED NOTE 4	SIBE
REV.	DATE	DESCRIPTION	BY

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

DRAINAGE	DATE
ACCESS COVER FOR CATCH BASIN AND THROAT INLET	2/07
	SHEET NO. SR-19



NOTES:
1. All concrete to be 3,000 psi, with fiber mesh reinforcing.
2. All steel bars shall have 1 1/4" minimum cover unless otherwise shown and shall be hooked where indicated. Horizontal steel shall be lapped a minimum of 24 bar diameters at corners. On precast units, floor slabs may be secured to structure walls by no. 4 dowel bars (a minimum of 6 dowels) pushed into the wet concrete after the floor slab is placed.
3. Chamfer all exposed edges 3/4".

4

1	5/2024	CHANGED FRAME AND GRATE	SIBE
REV.	DATE	DESCRIPTION	BY

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

DRAINAGE	DATE
GRATE INLET	01/16
	SHEET NO. SR-20

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!

DESIGNED	K.B.C.
DRAWN	S.R.N.
CHECKED	K.B.C.
KIM B. CLAYBACK, P.E.	
PROJECT ENGINEER	

DATE	REVISIONS	BY

CITY OF BRADENTON
PUBLIC WORKS DEPARTMENT
888 13TH AVENUE EAST BRADENTON, FL 34208 (941) 708-6300

23RD STREET EAST
DRAINAGE IMPROVEMENTS

STORM DRAINAGE
DETAILS

KIM B. CLAYBACK, PE
REG. PROF. ENGINEER #71516

DATE	PROJECT NO.
MARCH/2026	#####
SCALE	DWG. NO.
NONE	C-8

Filename: P:\ENGINEERING\INTERNAL PROJECTS\23RD STREET EAST DRAINAGE IMPROVEMENTS\DESIGN\23RD STREET EAST DRAINAGE IMPROVEMENTS.DWG
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AGENDA ITEM NO. 6.t

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: July 22, 2026

SUBMITTED BY: Kim Clayback, Public Works & Utilities

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Work Assignment for the Peracetic Acid Disinfection (PAA) Pilot Study

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The Peracetic Acid Disinfection (PAA) Pilot Study is intended to test the effectiveness of using peracetic acid in the secondary treatment phase to help reduce nitrogen through the treatment process.

FINANCIAL IMPACT:
The project is being funded through the WRF Operations budget.

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the work assignment for the Peracetic Acid Disinfection (PAA) Pilot Study.

ATTACHMENTS:
Work Assignment for the Peracetic Acid Disinfection (PAA) Pilot Study

PROFESSIONAL SERVICES WORK ASSIGNMENT COVER SHEET

CONTRACT NO. 26-016NT
BETWEEN
WOODARD & CURRAN
and
CITY OF BRADENTON

CITY WORK ASSIGNMENT NO. 1

WORK ASSIGNMENT TITLE: PERACETIC ACID DISINFECTION PILOT STUDY

The following documents are required and are attached and incorporated as part of this Work Assignment:

1. DIRECT SELECT FORM, IF APPLICABLE
2. SCOPE OF SERVICES
3. WORK ASSIGNMENT SCHEDULE
4. PROJECT BUDGET
5. LOCAL SUB-CONSULTANT USAGE, IF APPLICABLE

NEGOTIATED FEE: $124,900

CONSULTANT'S PROJECT MANAGER:
NAME: Jonathan E. Himlan, PE TITLE: Senior Program Leader

EMAIL: jhimlan@woodardcurran.com PHONE: 781-635-7011

CITY'S PROJECT MANAGER:
NAME: Brian R. Norman, PE, PMP TITLE: Assistant Engineering Manager

EMAIL: brian.norman@bradentonfl.gov PHONE: 941-245-1686

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.

Upon execution below by all parties this Work Assignment shall be deemed to be an integral part of the above Contract.

CONSULTANT PROJECT
MANAGER: Jonathan E. Himlan, PE
(PRINT NAME)
SIGNATURE: Jonathan Himlan 06/02/2026 Date 6/2/2026

CITY PROJECT
MANAGER: Brian R. Norman, PE, PMP
(PRINT NAME)
SIGNATURE: Brian Norman Digitally signed by Brian Norman Date: 2026.06.03 07:05:46 -04'00' Date 6/3/2026

CITY: _____
(PRINT NAME)

SIGNATURE: _____ Date _____

Direct Select Form

Request Date	Contract No.	Cost Estimate
5/28/2026	26-016NT	$124,900

Requested By:	Division / Department:
Brian Norman, PE, Assistant Engineering Manager	Engineering / Public Works & Utilities

Administrative Agent (*If different from Requestor*): Kim Clayback, PE, Strategic Engineer

Library Category:	Vendor Name:
Professional Eng. Services for Utilities	Woodard & Curran

Work Assignment Title: Peracetic Acid Disinfection Pilot Study

Description of Requested Services:

The PAA Disinfection Pilot Study will develop a pilot testing plan, prepare the required minor permit modification application and associated documents required for approval of an onsite pilot study, complete up to three months of pilot testing, evaluate pilot testing results using Bradenton WRF permit parameters, and develop a memorandum describing PAA scaleup in accordance with FDEP Rule 62-600.440.

Justification: (*Select all that apply and explain below*)	
	☑ Past experience with project ☑ Continuation of previous work assignment ☑ Unique qualifications ☐ Other

Comments / Explanation of Direct Select:

Woodard & Curran currently operates the WRF on behalf of the City and can perform much of the required labor for the pilot study with on-site staff. Additionally, much of the required testing supplies and equipment are already available on-site. W&C engineering staff have previous experience implementing this technology at other facilities and have previously conducted bench-scale testing for the WRF's effluent. They possess the resources, skills, and knowledge to execute the pilot study safely and efficiently at the proposed schedule and budget.

Requestor: Brian Norman, PE	**Signature:** Brian Norman Digitally signed by Brian Norman Date: 2026.06.03 07:07:19 -04'00'	**Date:** 6/3/2026
Department Director: Irvin B. Lee, PE	**Signature:** Irvin Lee Digitally signed by Irvin Lee Date: 2026.07.13 10:19:51 -04'00'	**Date:** 7-13-26
Purchasing Manager: Erin Jones	**Signature:** Erin Jones Digitally signed by Erin Jones Date: 2026.07.14 09:17:16 -04'00'	**Date:** 7/14/2026

1511 N Westshore Boulevard
Suite 420
Tampa, Florida 33607
www.woodardcurran.com

T 800.426.4262

Via Electronic Mail

6/5/2026

Brian Norman
City of Bradenton, Florida
101 Old Main Street
Bradenton, FL 34205

Re: Peracetic Acid Disinfection Pilot Study

Dear Brian:

Thank you for the opportunity to present this proposal for a pilot study to evaluate peracetic acid (PAA) disinfection for the Bradenton Water Reclamation Facility (WRF). Woodard & Curran (W&C) will draw on our specific knowledge of the facility along with our experience working in similar facilities across the country and our April 20 joint meeting with Florida Department of Environmental Protection (FDEP) to evaluate the disinfection alternative and bring appropriate solutions to the City.

The following describes the project understanding, scope of services, fee budget, schedule and terms & conditions.

PROJECT UNDERSTANDING

The Bradenton WRF, like many treatment plants, currently disinfects with sodium hypochlorite. W&C operational and maintenance (O&M) staff at the Bradenton WRF also sometimes add liquid ammonium sulfate (LAS) to generate chloramines for the primary disinfection. Chloramine disinfection lowers disinfectant byproduct (DBP) production, including trihalomethanes (THMs), as compared with chlorine-only disinfection; however, LAS addition increases the nitrogen load, which must be limited in the treated effluent as specified by the March 2026 FDEP Permit FL00213690917. In recent years, many wastewater utilities have evaluated or implemented PAA as an alternative disinfectant because it can achieve effective pathogen reduction without the:

- production of THM's,
- introduction of nitrogen, or
- need for dechlorination prior to discharge.

BioSafe Systems® conducted a lab-scale study in 2025 to investigate the effectiveness of PAA disinfection of Bradenton effluent samples. The lab-scale experiments showed 100% reduction of total fecal coliforms and generic *E. coli* using 1 mg/L or higher concentrations of SaniDate 16.0 (composed of 22.6% hydrogen peroxide and 16.2% peracetic acid). Based on these results, Bradenton is interested in piloting PAA disinfection.

FDEP rules (*Admin. Code Ann. R. 62-600.440 - Disinfection Requirements*) do not explicitly list PAA as an approved disinfectant. However, Rule 62-600.440 *encourages the use of alternative disinfection methods* due to the *possibly harmful effects of chlorine used in conjunction with wastewater treatment*. The Rule allows alternative disinfectants to be approved *if the information provided by the permittee in the preliminary design or engineering report demonstrates that appropriate microbiological criteria will be met and provides reasonable assurance that public health is protected*. Further, FDEP representatives in our April 20 meeting indicated a path forward, on which this proposal is based, for piloting PAA disinfection at the Bradenton WRF.

The purpose of this PAA pilot study proposal is to:

1. develop a pilot testing plan,
2. prepare the required minor permit modification application and associated documents required for approval of an onsite pilot study,
3. complete up to three months of pilot testing,
4. evaluate pilot testing results using Bradenton WRF permit parameters, and
5. develop a memorandum describing PAA scaleup in accordance with FDEP Rule 62-600.440.

The study will evaluate the results of previous lab-scale tests and determine the PAA dosage that yields both microbiological permit compliance and acceptably low PAA residual concentrations in the wastewater effluent. W&C will utilize a small volume of treated, filtered wastewater to a temporary portable plastic tank unit such as a Rain for Rent® 5HP Mixer Tank for the pilot study to disinfect approximately 30,000 gal/day. A small peristaltic pump can be used to deliver approximately .03-.05 gal/day or 0.8-1.6 gal/month at a dosage of 1-2 mg/L of the same PAA solution used in the lab-scale study.

A sketch of the proposed pilot system is attached as Figure 1.

SCOPE OF SERVICES

The following is the proposed scope of engineering services.

1. **Develop Pilot Plan and Request FDEP Approval.** W&C will develop a project plan describing the scope of the pilot study. The plan will be written so that the peracetic acid pilot study does not impact operation and compliance of the City's WRF; certified W&C operators who obtain and submit samples for the pilot study will perform their WRF responsibilities as usual. W&C will provide the be submitted to the City for review and approval prior to submittal to FDEP. Based on communication with FDEP, W&C will concurrently prepare FDEP Forms 62-620.910(1), 62-620.910(2), and an Engineering Report for submission to FDEP to request minor permit modification approval for the pilot effort. In the approval request process, W&C understands that FDEP requires existing chlorine contact chamber disinfection of the wastewater following PAA dosage; we will specifically describe to FDEP how wastewater will be retreated prior to discharge to consistently meet permit effluent standards throughout the pilot study. Based on our

communication with FDEP we understand the Engineering Report must be submitted for pilot testing approval and needs to include:

a. Written description of the pilot plan including timeline for testing
b. Process flow diagram showing the pilot system
c. Safety Data Sheets (SDS) for PAA
d. Examples of other Florida wastewater facilities using PAA to disinfect
e. 2025 bench scale test results
f. Identification, based on industry literature, of potential Interactions, if any, between PAA and sodium hypochlorite (to be used following PAA disinfection for chlorine residual in reclaimed water)
j. Pilot testing parameters, including current discharge analytes in the Bradenton WRF discharge permit.

The minor permit modification application and the Engineering Report will be submitted to the City for review and comment, followed by integration of the City's comments, prior to submission to FDEP. The Engineering Report will be authorized, signed, and sealed by a Florida licensed professional engineer who will participate in the pilot study startup.

FDEP requires 30 days review of a permit modification application. If FDEP requests additional information (RAI), submission of a revised permit modification application restarts the 30-day review clock.

Task 1 deliverables: Minor Permit Modification Application
Engineering Report (to be updated in Task 5 based on pilot results meet permit disinfection requirements)

2. **Provide Onsite Engineering Support for Pilot.** A W&C engineer, licensed in the State of Florida and who authorized, signed, and sealed the minor permit modification application and Engineering Report in Task 1, will be onsite for startup of the pilot study once the minor permit modification is approved by FDEP. W&C anticipates that its O&M staff assigned to operate the Bradenton WRF will provide ongoing field monitoring and data collection of the pilot study dosing system installation and testing.

   Task 2 deliverables: Startup Notes

3. **Compile and Analyze Data.** W&C will compile data collected by its operators and engineers to compare with lab-scale experiments conducted for the Bradenton WRF as well as results from similar facilities identified by W&C. We will prepare graphic and tabular formats to share the results of pilot plant testing with the City.

   Assuming that pilot tests meet disinfection requirements of FDEP permit FL00213690917, W&C will identify the most appropriate dosage of PAA to meet permit effluent requirements at the WRF. W&C will develop a conceptual sketch indicating the

recommending the location and type of equipment necessary for full scale implementation of PAA disinfection and achievement of the required chlorine residual for the water reuse system. In the interest of economy, W&C will focus on use of as much of the existing WRF infrastructure as possible and prepare a conceptual level process flow diagram of the recommended disinfection process.

In the event that pilot tests do not meet disinfection requirements of FDEP permit FL00213690917, W&C will prepare a report to document the pilot test results, as described in Task 5 with the exception of the cost estimate, prepared in Task 4 if pilot test results meet permit disinfection requirements.

Task 3 deliverable:	Engineering Report outline, including graphic and tabular pilot test results Conceptual sketch of recommended full scale peracetic acid disinfection implementation

4. **Develop Cost Estimate.** W&C will develop an AACE Class 5 (± 30-50%) cost estimate of capital and operating expenses for the conversion to PAA from the existing disinfection system while continuing to meet permit effluent standards.

Task 4 deliverable:	Cost estimate, included in Task 5 deliverable, updated Engineering Report

5. **Prepare Updated Engineering Report.** Assuming the pilot study shows positive results, W&C will prepare an updated Engineering Report describing the:

    - Pilot study methods,
    - Collected data and observations,
    - Comparisons with hypochlorite disinfection results and analysis,
    - Capital and operating cost estimates, and
    - Conclusions and recommendations.

    W&C will prepare the updated Engineering Report, to support full-scale implementation of PAA disinfection in combination with the Engineering Report prepared for the pilot study. The updated Engineering Report will be submitted to the City for review and comment, with integration of the City's comments within a week of receipt of the City's comments. The updated Engineering Report will be authorized, signed, and sealed by a Florida licensed professional engineer.

    The full-scale PAA disinfection project requires a major permit modification application, which is not included in the scope of this project, accompanied by an Engineering Report.

Task 5 deliverable:	Updated Engineering Report

6. Project Management

Project management will occur along with the subsequent tasks and includes activities necessary to communicate with the City; monitor and control the pilot study; coordinate information and meetings; and manage the project budget and schedule.

We have included budget for three (3) meetings with the City starting with an initial kickoff meeting, an interim status update on the pilot study progress, and a final meeting to review the findings and updated Engineering Report. In the final meeting we will solicit feedback from the City on the Task 5 updated Engineering Report.

Task 6 deliverables: Project meeting notes

Monthly invoices

CLARIFICATIONS

1. Scope and budget includes purchase of PAA equipment necessary for performing the pilot study. W&C operations staff will install the pilot equipment.
2. The scope and budget are based on FDEP approving W&C's submission to FDEP to request minor permit modification approval for the pilot effort (FDEP Forms 62-620.910(1), 62-620.910(2), and the Engineering Report described in Task 1 of this proposal). Our scope and budget are based on one round of questions/responses with FDEP to get their approval.
3. If the pilot is successful and the City wishes to move forward with a permanent, full-scale system, we anticipate that an application to FDEP for a major permit modification would be required. We assume this effort would be a subsequent phase of the project and, therefore, the scope and budget do not include the major permit modification. However, the updated Engineering Report developed in this report will meet requirements of the major permit modification application for submission to FDEP review and approval of full-scale implementation.

FEE BUDGET

The estimated fee budget for W&C engineering service, expenses and pilot materials is summarized in the Table Below. Refer to the enclosed Fee Estimate Table for additional engineering labor details. This fee budget shall invoice on labor and expense basis and shall not be exceeded without prior written authorization from the City.

	Hours	Budget
W&C Engineering Services	**430**	**$ 95,000**
Pilot Materials		
PAA - SaniDate (55 gallon drum)		$ 1,032
Peristaltic pump		$ 2,500
Temp Contact Tank		$ 14,354
Piping/Sump Pump		$ 2,500
Lab Analysis		$ 4,554
Contingency (20%)		$ 4,988
Subtotal		**$ 29,900**
Total		**$ 124,900**

ESTIMATED SCHEDULE

The schedule for the PAA pilot study is anticipated to be approximately six-nine months from written authorization to proceed, partly depending on the time required to obtain the minor permit modification from FDEP. Table 1 shows the necessary prerequisites and the time required for each task.

Table 1. Estimated Schedule

Task	Prerequisite	Number of Weeks
Pilot Plan, Engineering Report, and Permit Modification Application	Authorization to Proceed	6
FDEP Approval of Pilot Plan		TBD
Pilot Setup	FDEP Approval of Pilot Plan and Permit Modification Application	2
Pilot Study	Receipt of pilot unit, pump, and supplies	12
Data Compilation and Analysis	Completion of pilot study	2
Cost Estimate of Full Scale	Successful pilot study	2
Updated Engineering Report	Successful pilot study	2

TERM AND CONDITIONS

We propose to perform this work in accordance with the existing Terms and Conditions of the attached Agreement for Engineering Continuing Services – Utilities, dated April 7, 2026. If this proposal is accepted by the City of Bradenton, please sign the Authorization to Proceed below and return a copy for our files.

Thank you for the opportunity to propose on this important project. Please contact me if you have questions.

Sincerely,

Woodard & Curran, Inc.

06/05/2026
Jonathan E. Himlan, PE
Senior Program Leader

cc: Chuck Tanner (W&C)
Sandra K Dudley, Ph.D., P.E. (W&C)
Ryan Watson (W&C)
Fred Rogers (W&C)
Scott Shannon (W&C)

Enclosures: Fee Estimate Table

AUTHORIZATION TO PROCEED

WOODARD & CURRAN, INC.		**CITY OF BRADENTON, FL**	
06/05/2026	6/5/2026		
Signature	*Date*	*Signature*	*Date*
Jonthan E. Himlan			
Name (printed)		*Name (printed)*	
Senior Program Leader			
Title		*Title*	

Woodard & Curran

Fee Estimate

Client: City of Bradenton

6/5/26

Project: Peracetic Acid Disinfection Pilot Study

Phases	Labor															Outside Services			ODCs		Total
	Senior Practice Leader	Senior Project Manager	Senior Technical Manager	Senior Delivery Leader	Planner 2	Project Engineer 2	Engineer 3	Engineer 1	Technical Manager 2	Senior Technical Leader	Designer 1	Senior Cost Estimator	Project Assistant	Total Hours	Total Labor Costs (1)	Sub	Subtotal	Sub Consultant Total Cost (2)	ODCs	Total ODCs (3)	Total Fee
	CM	PM	Planner	Planner	Planner	PE	Engineer	Engineer	QA/QC	QA/QC	CAD	Estimator	PA/PDS			SUB					
	$290	$270	$270	$275	$175	$225	$205	$170	$260	$275	$165	$230	$140								
Phase 1: Develop Pilot Plan and Request FDEP Approval																					
1.1 Labor Breakdown		4	32	4			56	56						152	$31,820		$0	$0		$0	$31,820
1.2. Subs														0	$0		$0	$0		$0	$0
1.3. Expenses														0	$0		$0	$0	$0	$0	$0
Subtotal Phase 1:	0	4	32	4	0	0	56	56	0	0	0	0	0	152	$31,820	$0	$0	$0	$0	$0	$31,820
Phase 2: Provide Onsie Engineering Support for Pilot																					
2.1 Labor Breakdown		4	40				16							60	$15,160		$0	$0		$0	$15,160
2.2 Subs														0	$0		$0	$0		$0	$0
2.3 Expenses														0	$0		$0	$0	$870	$1,000	$1,000
Subtotal Phase 2:	0	4	40	0	0	0	16	0	0	0	0	0	0	60	$15,160	$0	$0	$0	$870	$1,000	$16,160
Phase 3: Compile and Analyze Data																					
3.1 Labor Breakdown		8					8	24						40	$7,880		$0	$0		$0	$7,880
3.2 Subs														0	$0		$0	$0		$0	$0
3.3 Expenses														0	$0		$0	$0		$0	$0
Subtotal Phase 3:	0	8	0	0	0	0	8	24	0	0	0	0	0	40	$7,880	$0	$0	$0	$0	$0	$7,880
Phase 4: Develop Cost Estimate																					
4.1 Labor Breakdown		4	16				8	8						36	$8,400		$0	$0		$0	$8,400
4.2 Subs														0	$0		$0	$0		$0	$0
4.3 Expenses														0	$0		$0	$0	$0	$0	$0
Subtotal Phase 4:	0	4	16	0	0	0	8	8	0	0	0	0	0	36	$8,400	$0	$0	$0	$0	$0	$8,400
Phase 5: Prepare Updated Engineering Report																					
5.1 Labor Breakdown		4	16	4			16	16					4	60	$13,060		$0	$0		$0	$13,060
5.2 Subs														0	$0		$0	$0		$0	$0
5.3 Expenses														0	$0		$0	$0		$0	$0
Subtotal Phase 5:	0	4	16	4	0	0	16	16	0	0	0	0	4	60	$13,060	$0	$0	$0	$0	$0	$13,060
Phase 6: Project Management																					
6.1 Labor Breakdown		14	12	8			12	32					4	82	$17,680		$0	$0		$0	$17,680
6.2 Subs														0	$0		$0	$0		$0	$0
6.3 Expenses														0	$0		$0	$0		$0	$0
Subtotal Phase 6:	0	14	12	8	0	0	12	32	0	0	0	0	4	82	$17,680	$0	$0	$0	$0	$0	$17,680
Phase 7: Pilot Testing Materials																					
7.1 Labor Breakdown														0	$0		$0	$0		$0	$0
7.2 Subs														0	$0		$0	$0		$0	$0
7.3 Expenses														0	$0		$0	$0	$26,000	$29,900	$29,900
Subtotal Phase 7:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	$0	$0	$0	$0	$26,000	$29,900	$29,900
TOTAL	0	38	116	16	0	0	116	136	0	0	0	0	8	430	94,000	0	0	0	26,870	30,900	124,900

1. The individual hourly rates include salary, overhead and profit.
2. Subconsultants will be billed at actual cost plus 15%.
3. Other direct costs (ODCs) such as reproduction, delivery, mileage (rates will be those allowed by current IRS guidelines), and travel expenses, will be billed at actual cost plus 15%.
jkl;
5. Additional Woodard & Curran staff may perform work on the project, based on our standard billing rate schedule currently in effect.

AGENDA ITEM NO. 6.u

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: July 22, 2026

SUBMITTED BY: Kristofer Eccles, Public Works & Utilities

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Work Assignment for Raw Water Intake Upgrade at the Water Treatment Plant (WTP)

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City is requesting Veith Engineering's assistance in evaluating and designing improvements to the City's Water Treatment Plant (WTP) Raw Water Intake Pump Station. The Project is intended to address aging infrastructure, operational and controls, structural, resiliency, and redundancy-related needs associated with the critical raw water intake facilities serving the WTP. The City's intent is to develop the improvements over two phases, with Phase I including a site master plan for both Phases I and II. Phase I is to include the design, permit, and construction of new raw water pump station and building, raw water pump station pipeline to the WTP, paving/grading/access road improvements, and diversion piping from the existing raw water pump station suction line to the new raw water pump station.

FINANCIAL IMPACT:
This project will be funded by GL account (40859000-563000-26540).

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve work assignment for Raw Water Intake Upgrade at the Water

Treatment Plant.

ATTACHMENTS:
Work Assignment for Raw Water Intake Upgrade at the Water Treatment Plant
Fee Breakdown

PROFESSIONAL SERVICES WORK ASSIGNMENT COVER SHEET

CONTRACT NO. RFP-22-029TWS
BETWEEN
NAME OF FIRM: Veith Engineering & Business Solutions
and
CITY OF BRADENTON

CITY WORK ASSIGNMENT NO. 26540

WORK ASSIGNMENT TITLE: Water Treatment Plant (WTP) – Raw Water Intake Upgrade

The following documents are required and are attached and incorporated as part of this Work Assignment:

1. DIRECT SELECT FORM
2. SCOPE OF SERVICES
3. WORK ASSIGNMENT SCHEDULE
4. PROJECT BUDGET
5. LOCAL SUB-CONSULTANT USAGE

NEGOTIATED FEE: $448,396.98

CONSULTANT'S PROJECT MANAGER:
NAME: Bryan T. Veith, P.E. TITLE: CEO

EMAIL: bveith@VeithSolutions.com PHONE: (941) 374 3422

CITY'S PROJECT MANAGER:
NAME: Kristofer Eccles, P.E. TITLE: Engineering Manager

EMAIL: Kristofer.eccles@bradentonfl.gov PHONE: (941) 290 9391

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.

Upon execution below by all parties this Work Assignment shall be deemed to be an integral part of the above Contract.

CONSULTANT PROJECT MANAGER: Bryan T. Veith, PE, Manager
(PRINT NAME)

SIGNATURE: Bryan T Veith Digitally signed by Bryan T Veith Date: 2026.06.29 14:00:39 -04'00' Date 06/29/2026

CITY PROJECT MANAGER: Kristofer Eccles, P.E.
(PRINT NAME)

SIGNATURE: Kim B Clayback, PE Digitally signed by Kim B Clayback, PE Date: 2026.07.08 07:51:06 -04'00' Date 7/10/2026

CITY: _____
(PRINT NAME)

SIGNATURE: _____ Date _____

CITY OF BRADENTON

WATER TREATMENT PLANT RAW WATER INTAKE PS UPGRADE

10042
SCOPE OF SERVICES

SECTION I BACKGROUND

The City of Bradenton (**CITY**) is a municipal corporation located at 101 Old Main Street, Bradenton, Florida 34205. The **CITY** has contracted with Veith Engineering & Business Solutions (**CONSULTANT**) to provide professional water and wastewater engineering services. This is part of a continuing services contract (Contract Number RFQ 224029TWS, i.e. Agreement) aimed at addressing various water and wastewater engineering needs within the **CITY** such as regulatory permitting and compliance assistance, water supply evaluation, planning, permitting, and design, as well as wastewater collection and transmission system evaluation, planning, and design and other as-needed municipal utility professional services.

The **CITY** has requested the **CONSULTANT's** assistance in providing professional engineering services in support of evaluating and designing improvements to the **CITY's** Water Treatment Plant (WTP) Raw Water Intake Pump Station (PS), located at 5600 Natalie Way, Bradenton, Florida (Project). The Project is intended to address aging infrastructure, operational and controls, structural, resiliency, and redundancy-related needs associated with the critical raw water intake facilities serving the WTP. The **CITY's** intent is to develop the improvements over two phases, with Phase I including a site master plan for both Phases I and II. Phase I is to include the design, permit, and construction of new raw water pump station and building, raw water pump station pipeline to the WTP, paving/grading/access road improvements, and diversion piping from the existing raw water pump station suction line to the new raw water pump station.

The **CONSULTANT** will support the **CITY** by providing project management and coordination, participating in project kickoff and site visits, and performing data collection and review of available background information. The **CONSULTANT** will evaluate existing conditions and operational requirements for the Raw Water Intake PS and develop and assess improvement alternatives as appropriate. Based on this evaluation, the **CONSULTANT** will prepare technical documentation in the form of a Basis of Design (30%) Report to support decision-making by the **CITY** and assist the **CITY** in defining the project footprint and design criteria. All construction activities resulting from this scope are expected to be performed by a licensed and qualified contractor selected separately through the design-bid-build procurement process by the **CITY**.

A conceptual site plan jointly developed and reviewed by the **CITY** is included as **Attachment A**. The primary project components include the following for Phase I:

- New Yard Piping (36" diversion supply pipeline and new 24" pipeline from new PS to WTP)
- New Raw Water Pump Station
  - Concrete Block Building with Multiple Rooms (ventilated and air conditioned)
    - Pump Room (ventilated) with 3 Vertical Turbine pumps in cans and discharge piping, valves, meter, pressure gauges
    - MCC/Electrical Room (air conditioned)

- Removable Roof Panels
- I&C – plug and play for future Smart Technology in Operators Room

- Electrical feed from the existing building transformer and standby generator to the new pump station building.
- Paving, Grading, and Drainage (Site Civil)
- Minimal Site-Civil Demolition
- Minor changes inside the existing raw water pump station

The **CITY** plans to include the following components in a future Phase II project to be field investigated (survey, SUE, and geotechnical), designed, permitted, and constructed at an unknown date in the future:

- New Raw Water Intake Structure, Channel, Aeration/Mixer, Isolation Gates, and Chain Link Security Fence
- New Filter, Wet Well, and Backwash System
- New Filter Backwash/Stormwater Pond (Site-civil)
- New Raw Water Intake Structure Site Lighting, Security Camera, and Monitoring System.

SECTION II SCOPE OF SERVICES

The **CONSULTANT** will perform the Scope of Services for the **CITY** in accordance with the terms and conditions of the executed agreement dated January 10, 2024, and as generally summarized in these primary task groups and phases shown below.

- Task 1.0: Project Management and Coordination
- Task 2.0: Data Management and Field Investigations
- Task 3.0: Engineering and Design
- Task 4.0: Permitting Assistance
- Task 5.0: Bid Phase Support

TASK 1.0 PROJECT MANAGEMENT AND COORDINATION

Subtask 1.1 Project Setup, Management, and Field Safety Plan (12 Months)

- The **CONSULTANT** shall prepare a project setup to include a project electronic filing system, project management system, project execution, field health and safety plan, quality control plan, and schedule.
- The **CONSULTANT** shall manage the project team during the Project.

Subtask 1.2 City Coordination

- The **CONSULTANT** shall perform work activity coordination with the **CONSULTANT's** subconsultants and the **CITY**.

Subtask 1.3 Progress Reporting, Schedule Updates, and Invoicing

- The **CONSULTANT** shall provide progress reporting and status. Invoices will be submitted monthly by the **CONSULTANT**. The progress report will include schedule updates and **CITY** action items, if applicable, for that month.

TASK 2.0 DATA MANAGEMENT AND FIELD INVESTIGATIONS

Subtask 2.1 Data Collection and Review

- The **CONSULTANT** shall coordinate with the **CITY** to obtain project data and information relevant to the project.
- The **CONSULTANT** shall set up a data catalog for upload/download/storage in the cloud, such as Microsoft SharePoint. The preferred data format is electronic, such as PDF, CSV, Excel, Text delimited, dwg, and GIS shape files.
- The **CONSULTANT** shall review the data collected.

Subtask 2.2 Field Investigations

- The **CONSULTANT** shall coordinate and support field investigation activities necessary to support the project planning, evaluation, and design efforts. Field investigation services will be performed by a qualified Subconsultant, as applicable, and will be used to confirm existing conditions, identify constraints, and support development of design criteria and alternatives. Field investigation services are anticipated to include survey, subsurface utility engineering (SUE), and geotechnical services as described in the subtasks below.

2.2.1 Survey Services

- The **CONSULTANT's** Subconsultant shall perform Survey Services necessary to support evaluation and design of the Raw Water Intake Pump Station improvements, including preparation of base mapping to document existing site conditions. The **CONSULTANT's** Subconsultant will perform:
  - Subconsultant will perform a Topographic Survey of the property referenced above, as located in Manatee County, Florida, per the **Attachment B** Survey limits aerial map.
  - No Boundary Survey is included in this scope of services.
  - Subconsultant will locate visible aboveground site improvements, utilities, and appurtenances. Underground utilities will be graphically depicted on the survey drawing(s) in accordance with visible appurtenances. Subconsultant will assume NO responsibility for the completeness and/or accuracy of any subsurface data represented in the survey drawing(s) from information provided by others.
  - Subconsultant will determine site elevations on a maximum fifty (50') grid, at grade breaks, at changes in direction on curbing/paving, extending to the limits depicted in the attached exhibit.
  - Subconsultant will locate living trees of 4" or greater Diameter at Breast Height (DBH). No trees will be located within wetland areas.
  - All horizontal data will be referenced to the Florida State Plane Coordinate System, West Zone, NAD 83/2011 adjustment.
  - All elevations will be referenced to existing NGS/County Vertical Control benchmarks and the NAVD '88 vertical datum.

- Subconsultant will generate a project Digital Terrain Model (DTM) and depict site contours on a one (1) foot interval.
- Subconsultant will provide the survey in AutoCAD & PDF format, prepared to the **CITY's** CAD/layer specifications.

2.2.2 SUE Services

- The **CONSULTANT's** Subconsultant shall perform SUE services to identify and map existing underground utilities. The **CONSULTANT's** Subconsultant will perform the ASCE 38-22 "Minimum Attempted Tasks" required for Utility Segments to receive a QLC value judgement, including:
  - Perform all of the tasks described in ASCE 38-22 to receive a QLC value judgement. These tasks can be performed in conjunction with the QLC tasks or separately in advance of the QLC tasks.
  - Search for visible Utility Features that are judged to be an integral part of, and attached to, existing subsurface utilities through a review of existing project survey data, and as indicated on Utility records or other research, coupled with a thorough field investigation.
  - Attempt to open Utility Features with access covers or lids to allow for confirmation of the Anchor Point and Attributes of the utilities in the structure to qualify any contiguous Utility Segments as QLC by using the following steps:
    - Open the cover or lid.
    - Document the positional relationship of the Utility Segment to the structure.
    - Document the dimensions of the structure if larger than the cover or lid.
    - Replace the cover or lid.
  - Note that if a cover or lid cannot be removed and/or the Anchor Point(s) inside of the structure cannot be verified, the Utility Segment attached to the Anchor Point will default to QLD.
  - Survey visible Utility Features and subsurface Anchor Points when applicable, if they have not already been surveyed by a professional to an accuracy of 0.02 ft. horizontal.
  - If Utility Features have been surveyed previously, perform adequate checks for accuracy and completeness of the work, and then correct errors and omissions. Without this check, Utility Segments associated with other entities' surveyed Utility Features will default to QLD.
  - Connect Utility Segments to surveyed Utility Features or specific Anchor Points, considering the location, geometry, and connectivity shown on the records or discovered through field investigation.
  - A mixture of QLD, QLC, and QLA data may exist, dependent on the Scope of Services, phasing of the Utility Investigation, and what Utility Quality Level was achieved for a specific Utility Segment in the judgment of the Professional.
- SUE Deliverables:
  - QLC Deliverables
    - The positions of three-dimensional underground structures, such as manholes, vaults, etc., as depicted in our QLC deliverables is based upon the surveyed locations of their lids or covers. There is no implied relationship between the surveyed surface features and the actual extent, position, or orientation of the associated underground structures.
    - Subconsultant will provide a digital AutoCAD Civil 3D file depicting the horizontal positions of underground utilities and related structures, which were mapped within our project limits.

- Subconsultant will provide certified final drawings in .pdf format. These drawings will include the utility information delivered in the CAD file, depicted against a Civil 3D aerial background.
- Subconsultant will provide a utility owner contact list, including, when available, company or agency names, addresses, phone numbers, and email addresses for individual contacts.
- Subconsultant will provide copies of all of the utility records and other utility-related information it collects to the **CONSULTANT**.

2.2.3 Geotechnical Services

- The **CONSULTANT's** Subconsultant shall perform geotechnical investigations to evaluate subsurface soil and groundwater conditions along the Project and provide engineering recommendations to support the Basis of Design (30%) Report.
- The Geotechnical Subconsultant's involvement will be to provide geotechnical services to support the 30% design of a new raw water intake channel, wet well, intake pipes, pump station, and access road extension. Subconsultant anticipates that the maximum column and wall loads associated with the pump station will not exceed 25 kips and 5 kips per linear foot, respectively. Subconsultant also anticipates that the bottom of the new wet well will be approximately 25 to 30 feet below the existing grades. Based on preliminary concept plans, an area north of the existing intake channel and pump station is being proposed for the new structures.
- The **CONSULTANT's** Subconsultant shall:
  - Review soil information from the "Soil Survey of Manatee County, Florida" published by the United States Department of Agriculture (USDA) Natural Resources Conservation Service (NRCS). Review topographic and potentiometric information published by the United States Geological Survey (USGS).
  - Review available geotechnical reports/data/plans previously completed at the **CITY**, if available.
  - Perform site reconnaissance and coordinate utility clearances with Sunshine One Call. Coordinate with a representative of the facility to identify potential conflicts with the proposed geotechnical investigations.
    - Please note that Subconsultant does not complete utility locating services. It is our understanding that a specialty subsurface utility locating contractor or representative of the **CITY** will explore each geotechnical test location, identify subsurface utilities, and alert Subconsultant of potential conflicts. In the event conflicts are identified, the proposed boring locations will be offset to an area that is clear of utilities.
  - Perform up to three (3) Standard Penetration Test (SPT) borings to a depth up to 75 feet below grade and two (2) SPTs to a depth of 25 below grade or 10 feet into a competent bearing stratum (whichever is shallower).
  - The soil sampling will be performed in accordance with the American Society for Testing and Materials (ASTM) test designation D-1586. Typically, SPT resistance N-values will be taken continuously to a depth of 10 feet and on intervals of 5 feet thereafter.
  - Perform six (6) hand auger borings to depths up to 8 feet below grade or to a depth at which the borehole collapses due to groundwater intrusion (whichever is shallower).
  - Perform two (2) in-situ permeability tests and provide hydraulic conductivity values.
  - Measure the depth to the groundwater table and estimate the seasonal high groundwater level at select boring locations.
  - Classify and stratify the soil samples encountered in accordance with the American Association of State Highway Transportation Officials (AASHTO) Soil Classification.

- Conduct laboratory testing on select soil samples to confirm the visual classification and estimate engineering properties. It is anticipated that the following tests will be performed.
  - Grain Size Analysis – Single Sieve Tests
  - Grain Size Analysis – Full Sieve Tests
  - Atterberg Limits Tests
  - Organic Content Tests
  - Natural Moisture Content Tests
  - Corrosion Series Tests
- Prepare a boring location plan and soil boring profiles that graphically indicate the soil conditions and groundwater levels encountered.
- Identify the locations and descriptions of any existing fill or potentially deleterious materials encountered within the borings that may impact the design or interfere with construction progress.
- Determine the suitability of on-site materials for use as fill and engineering requirements for placement and compaction of fill/backfill.
- It is anticipated that the proposed pump station and wet well will be supported on a reinforced concrete mat foundation or shallow spread, strip, and/or column footings. Evaluate the feasibility of utilizing the in-situ soils for support of the proposed structures using a reinforced mat foundation and/or shallow foundation system. Provide foundation recommendations for the proposed structures, including allowable bearing pressures, foundation sizes, foundation levels, estimated settlements, and soil subgrade recommendations.
- If the investigation reveals the need for unconventional soil remediation, provide preliminary recommendations for these options. Soil remediation and the use of deep foundations may require additional geotechnical services not included in this proposal. For this reason, a contingency fund is recommended in the event that unfavorable conditions are encountered during the proposed geotechnical investigation in order to develop and finalize the final design plans.
- Sheet pile and/or cantilever retaining walls may be considered in the design of the new raw water intake channel. Provide geotechnical soil parameters for use by others in sheet pile wall design (unit weight, friction angle, and cohesion). Perform global stability (bearing, sliding, overturning, and settlement) analyses for cantilever walls associated with the raw water intake channel.
- Provide geotechnical soil parameters for use in the design of below-grade walls.
- Provide pipe bedding and backfill recommendations.
- Provide construction considerations.
- Prepare a signed and sealed geotechnical report that summarizes the course of study pursued, the field data generated, laboratory test results, subsurface conditions encountered, and geotechnical recommendations.

TASK 3.0 ENGINEERING AND DESIGN

Subtask 3.1 Basis of Design Report (30%) w/Opinion of Probable Construction Cost (OPCC)

3.1.1 Workshops/Meetings

- The **CONSULTANT** shall prepare for and conduct an internal project kickoff meeting with the **CONSULTANT's** team to review the **CONSULTANT's** internal project execution plan, schedule, and other key project initiation activities.
- The **CONSULTANT** shall prepare for and conduct a Kick-Off Meeting with key **CITY** staff virtually via Microsoft Teams or in person at **CITY** offices. The purpose of this meeting is to introduce the key project team members and **CITY** Staff, present an overview of the scope and services, discuss the draft project schedule, establish communications protocol, reaffirm the **CITY's** goals and expectations regarding the Project, and start the data collection process. The **CONSULTANT** will prepare the meeting agenda and meeting summary with action items.
- The **CONSULTANT** will prepare for and conduct a site observation visit to the Project area. The **CONSULTANT** will take digital photographs to note observations of existing conditions.
- The **CONSULTANT** shall submit the Draft Basis of Design Report (BODR) to the **CITY** for review and shall participate in a review meeting to discuss comments, required revisions, and any clarifications needed. Following the meeting, the **CONSULTANT** shall document **CITY** input and incorporate agreed upon changes into a meeting summary with action items-upon changes into a meeting summary with action items.

3.1.2 Site-Civil

- The **CONSULTANT** shall develop preliminary site civil concepts to support the Basis of Design, including evaluation of grading, drainage, access, yard piping routing, and demolition limits as applicable.
- Site-civil concepts will be developed at a planning level sufficient to support evaluation of alternatives, identification of constraints, and preparation of the OPCC.

3.1.3 Proc-Mechanical

- The **CONSULTANT** shall coordinate with the proc-mechanical subconsultant to support development of preliminary process and mechanical concepts for the Raw Water Intake Pump Station improvements.
- Planning-level information will be incorporated into the BODR to document design basis, major equipment concepts, and operational considerations.

3.1.4 Structural

- The **CONSULTANT's** Subconsultant shall perform structural engineering to support development of preliminary structural concepts, including building, foundations, and major structural elements, as required to support the Basis of Design.
- The **CONSULTANT's** Subconsultant shall:

  Prepare load-bearing masonry walls supporting a structural steel-framed roof. The foundations are assumed to be a shallow foundation system. The first level is slab-on-ground with possible heavy equipment, pipes, or housekeeping pads. There may be some retaining walls and apron slab-on-grades. The building structure is assumed not to be in a flood or velocity zone.

- The **CONSULTANT** will conduct bi-weekly interdisciplinary coordination meetings during this phase of the project.

3.1.5 Architectural

- The **CONSULTANT's** Subconsultant shall perform architectural engineering to support development of preliminary architectural concepts, including building layout, space requirements, and general architectural features.
- Architectural concepts will be documented at a conceptual level in the BODR.
- The **CONSULTANT's** Subconsultant shall:
  - Develop preliminary architectural concepts for the pump station building, including building layout, room adjacencies
  - Coordinate with all disciplines to confirm space requirements, equipment clearances, and envelope assumptions
  - Prepare conceptual architectural drawings, including preliminary floor plans, building sections, and exterior elevations.
  - Summarize architectural design criteria, code approach, assumptions, and coordination items for inclusion in the Basis of Design Report.
- The **CONSULTANT** will conduct bi-weekly interdisciplinary coordination meetings during this phase of the project.

3.1.6 Mechanical (HVAC)

- The **CONSULTANT's** Subconsultant shall perform mechanical (HVAC) engineering to support development of preliminary HVAC concepts, including ventilation, cooling, and environmental control needs for enclosed spaces.
- HVAC concepts will be developed at a planning level and summarized in the BODR, and will include:
  - HVAC system description
  - Design criteria
  - Preliminary load summaries
  - Preliminary equipment capacity ranges
  - Controls the narrative
  - Assumptions and exclusions
  - Items requiring **CITY** confirmation
- No detailed drawings, specifications, or final equipment selections are included at 30%.

The **CONSULTANT's** Subconsultant shall:

- Establish system type, performance criteria, and preliminary capacity sufficient to confirm scope and direction prior to detailed design for the HVAC systems serving the new raw water pump station building, including:
  - Pump Room (ventilated)
  - MCC/Electrical Room (air conditioned)
- Review available architectural, structural, process, and electrical documents, participate in coordination meetings as required for 30% development, and coordinate with:
  - Process engineer (pump motor heat rejection, wet well exposure, humidity considerations)
  - Electrical engineer (MCC heat loads, standby power requirements)

- Architect (building envelope characteristics, removable roof panels)
- **CITY** (operational expectations, temperature criteria, redundancy preferences)

- Identify applicable mechanical, energy, and building codes and establish outdoor and indoor design conditions. Define system reliability expectations (continuous cooling, generator mode operation). Define environmental criteria for:
  - Pump room ventilation (temperature rise limits and air change rates)
  - MCC room cooling (maximum allowable temperature)
- Perform conceptual-level analysis and calculations. Calculations at this stage are conceptual and intended to establish order-of-magnitude capacity. Conceptual-level calculations include:
  - Preliminary cooling load calculations for conditioned spaces.
  - Preliminary ventilation calculations for the pump room.
  - Evaluation of feasible system types (e.g., split systems, packaged DX units, exhaust-only ventilation, etc.).
  - Preliminary equipment capacity ranges (not final selections).
- Develop a high-level HVAC controls narrative, including identifying monitoring and alarm points for integration with **CITY's** SCADA/smart technology systems and defining a conceptual sequence of operation for each space type.
- The **CONSULTANT** will conduct bi-weekly interdisciplinary coordination meetings during this phase of the project.

3.1.7 Electrical

The **CONSULTANT's** Subconsultant shall perform electrical engineering to support the development of preliminary electrical concepts, including power requirements, major equipment loads, and standby power considerations utilizing existing generator.

- Electrical concepts will be documented at a planning level in the BODR and coordinated with other disciplines, and will include:
  - Electrical system descriptions
  - Design criteria
  - Preliminary load summaries
  - One-line diagram development
  - Utility coordination
  - Incoming service narrative, including load for phase II, raw intake water station building.
  - Backup power narrative utilizing existing generator
  - Verify existing generator size, fuel consumption, and runtime.
  - Equipment coordination
  - Assumptions and exclusions
  - Items requiring **CITY** confirmation
- No detailed drawings, specifications, or final equipment selections are included at 30%.

The **CONSULTANT's** Subconsultant shall:

Establish voltage, , equipment criteria, and preliminary capacity sufficient to confirm scope and direction prior to detailed design of the electrical systems serving the existing raw water pump station building.

Review available architectural, structural, process, and mechanical documents, participate in coordination meetings as required for 30% development, and coordinate with:

- Process engineer
- Mechanical engineer
- Architect
- **CITY**

- Identify applicable electrical energy and building codes.
- Define system reliability expectations (continuous cooling, generator mode operation).
- Perform conceptual-level analysis and calculations. Calculations at this stage are conceptual and intended to establish order-of-magnitude capacity. Conceptual-level calculations include;
  - Preliminary load calculations for incoming service and backup power.
  - Evaluation of lighting requirements for the pump house (interior and exterior).

Evaluation of standby power impacts on HVAC systems.

Low Voltage Systems at the pump house:

- System descriptions for Fire Alarm, security, and communications
- Design criteria
- One-line diagram development
- Communication provider coordination
- Incoming service narrative
- Equipment coordination
- Assumptions and exclusions
- Items requiring **CITY** confirmation
- No detailed drawings, specifications, or final equipment selections are included at 30%.

Establish equipment criteria, and preliminary capacity sufficient to confirm scope and direction prior to detailed design of the low voltage systems serving the existing raw water pump station building. Review available architectural, structural, process, and mechanical documents, participate in coordination meetings as required for 30% development, and coordinate with:

- Process engineer
- Electrical engineer
- Mechanical engineer
- Architect
- **CITY**

- The **CONSULTANT** will conduct bi-weekly interdisciplinary coordination meetings during this phase of the project.

3.1.8 Plumbing

- The **CONSULTANT** shall coordinate with the plumbing subconsultant to support the development of preliminary plumbing concepts required to support the proposed facilities.
- Plumbing concepts will be developed at a planning level and summarized in the BODR and will include:
  - Plumbing system descriptions
  - Design criteria
  - Preliminary demand summaries (if applicable)
  - Utility interface assumptions
  - Major equipment identification (e.g., sump pumps, backflow preventers)
  - Assumptions and exclusions
  - Items requiring **CITY** confirmation
  - No detailed piping layouts or final equipment selections are included at 30%.
- The **CONSULTANT's** Subconsultant shall:
  - Review available architectural, civil, and process drawings and coordinate with:
    - Civil engineer (utility connection locations and elevations)
    - Process engineer (floor washdown, drainage requirements)
    - Architect (room use and plumbing fixture needs)
    - **CITY** (maintenance and operational preferences)
- Establish conceptual design criteria and approach for:
  - Domestic water service
  - Hose bibs and washdown systems
  - Floor drainage in pump room
  - Equipment drains and trench drains (if required)
  - Sanitary drainage (if applicable)
  - Sump systems (if required)
  - Oil/water separation (if required)
  - Emergency eyewash/shower (if required)
- Calculations at this stage are preliminary and intended to confirm the system approach and infrastructure requirements. Preliminary engineering analysis and calculations include:
  - Identify anticipated utility connection sizes (conceptual).
  - Establishing conceptual piping routing strategy.
  - Identifying need for sump pumps or lift stations.
  - Developing preliminary plumbing demand calculations where applicable.
  - Identifying code-driven requirements affecting system design.
- The **CONSULTANT** will conduct bi-weekly interdisciplinary coordination meetings during this phase of the project.

3.1.9 Instrumentation and Controls

- The CONSULTANT shall coordinate with the instrumentation and controls (I&C) subconsultant to support development of preliminary I&C concepts, including control philosophy, major instruments, and system integration considerations.
- I&C concepts will be documented at a planning level in the BODR.
- The CONSULTANT's Subconsultant shall:
  - Perform instrumentation and control (I&C) services to support the development of preliminary process control system, strategy philosophy, instrumentation, and SCADA concepts.
- I&C concepts will be documented at a planning level in the BODR and coordinated with other disciplines, and will include:
  - Design Criteria
  - Local and remote I&C descriptions
  - Preliminary Process and Instrumentation Diagrams (PI&D)
  - Preliminary SCADA System Network Diagram
  - Control Hierarchy
  - List of Field Instruments
  - Programmable Logic Controller (PLC) Components
  - Security
- The **CONSULTANT** will conduct bi-weekly interdisciplinary coordination meetings during this phase of the project.

3.1.10 Opinion of Probable Construction Cost (OPCC)

In accordance with the Association for the Advancement of Cost Engineering International (AACE) criteria, the OPCC at this stage of the design is a Class 4 estimate. A Class 4 estimate is defined as a Planning Level or Design Technical Feasibility Estimate. Typically, the level or stage of engineering is from 1 to 15 percent complete. Class 4 estimates are used to prepare planning-level cost scopes or to evaluate alternatives in design conditions and form the base work for the Class 3 estimate. The expected accuracy for Class 4 estimates typically ranges from -30 to +50 percent, depending on the complexity of the project, available and relevant reference information, and the inclusion of an appropriate contingency.

- The **CONSULTANT** shall prepare a Level 4 Opinion of Probable Construction Cost (OPCC) for Phase I improvements only based on the 30% Basis of Design, planning-level quantities, and assumed construction methods.
- The OPCC will be prepared at a conceptual level and used to support **CITY** decision-making.

3.1.11 Basis of Design Report (BODR)

3.1.11a Draft

- The **CONSULTANT** shall prepare and submit a Draft Basis of Design Report documenting project background and need, existing conditions/facilities, basis of design criteria, hydraulic calculations, preliminary equipment sizing, regulatory requirements, monitoring and control strategies, alternatives evaluated, and

recommended improvements. The report will include a proposed preliminary site-civil (Phase I and Phase II master concept plan) and electrical site plan, building plan/section/elevation, proc-mechanical plan, process flow diagram, single line diagram, and PI&D. The geotechnical report will be included as an Appendix.

- The Draft BODR will include the preliminary OPCC. The Draft BODR will be presented to the **CITY,** and a review meeting shall be conducted to collect feedback.

3.1.11b Final

- The **CONSULTANT** shall prepare a Final Basis of Design Report incorporating **CITY** comments and approved revisions.
- The Final BODR will be used as the basis for advancement into subsequent design phases.

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Subtask 3.2 60% Design (Drawings, Technical Specifications Outline)

3.2.1 Meetings

- The **CONSULTANT** shall submit the 60% design drawings to the **CITY** for review. Following submittal, the **CONSULTANT** shall participate in a review meeting to discuss **CITY** comments, identify required revisions, and confirm design direction for advancement to the next phase. The **CONSULTANT** will document all **CITY** feedback and incorporate agreed-upon updates into the subsequent design submittal.

3.2.2 Site-Civil

- The **CONSULTANT** shall advance the site civil design to the 60% level, including site layout, grading, drainage concepts, access, yard piping routing, demolition limits, and interfaces with existing facilities.
- The **CONSULTANT** shall develop plan-level drawings sufficient to define horizontal layout, key elevations, and constructability considerations.
- The **CONSULTANT** shall prepare the 60% Design Package submittal to include the following items:
  - Cover, Site Map, and Index of Sheets (G-01)
  - General Notes (G-02)
  - Legend, Symbols, and Abbreviations (G-03)
  - Existing Conditions Site Plan (G-04)
  - Phase I Overall Site Plan (C-01)
  - Proposed Site-Civil (Grading, Paving, and Drainage) (C-02)
  - Raw Water Pump Station Site and Yard Piping Plan (C-03)
  - Erosion and Sedimentation Control Plan (C-04)
  - Civil Standard Details (C-05 – C-06) (Note: one civil detail sheet will consist of **CITY** utility, paving, and stormwater standard details)

3.2.3 Proc-Mechanical

- The CONSULTANT shall advance the process and mechanical design to the 60% level, including development of equipment layouts, process flow concepts, preliminary piping and instrumentation diagrams (P&IDs), major piping routing, and mechanical system interfaces.
- The CONSULTANT shall incorporate operational, maintenance, and redundancy considerations into the design.
- The CONSULTANT shall coordinate proc-mechanical design with site civil, structural, electrical, and I&C disciplines.
- The CONSULTANT shall prepare the 60% Design Package submittal to include the following items:
  - Mechanical General Notes (M-01)
  - Raw Water Pump Station Plan (M-02)
  - Raw Water Pump Station Sections (M-03)
  - Proc-Mechanical Standard Details (M-04 – M-05)

3.2.4 Structural

- The **CONSULTANT** shall coordinate with the structural subconsultant to advance structural design to the 60% level.
- Structural drawings and calculations will be prepared by the subconsultant and coordinated with the **CONSULTANT's** site civil, architectural, and proc-mechanical designs.
- The **CONSULTANT** shall perform interdisciplinary coordination and quality control reviews.
- The **CONSULTANT's** Subconsultant shall:
  - Prepare the 60% Design Package submittal to include the following items:
    - Structural General Notes S-01
    - Structural General Notes S-02
    - Wind Pressure Tables S-03
    - Foundation Plan S-04
    - Roof Framing Plan S-05
    - Typical Details S-06
    - Sections & Details S-07
    - Sections & Details S-08
- The **CONSULTANT** will conduct bi-weekly interdisciplinary coordination meetings during this phase of the project.

3.2.5 Architectural

- The **CONSULTANT** shall coordinate with the architectural subconsultant to advance architectural design to the 60% level, including building layout and space planning.
- Architectural deliverables will be prepared by the subconsultant and integrated into the overall design package.
- The **CONSULTANT** shall perform interdisciplinary coordination and quality control reviews.
- The **CONSULTANT's** Subconsultant shall:
  - Advance the architectural design to the 60% level, including coordinated building layout, door locations, and roof system design.
  - Coordinate architectural plans with structural systems, HVAC requirements, electrical rooms, equipment access, and maintenance pathways.
  - Prepare 60% architectural drawings, including plans, sections, elevations, and preliminary architectural details sufficient for coordination and cost estimating.
  - Participate in interdisciplinary coordination meetings and incorporate **CITY** review comments from the 30% phase.
- The **CONSULTANT** will conduct bi-weekly interdisciplinary coordination meetings during this phase of the project.

3.2.6 Mechanical (HVAC)

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- The **CONSULTANT** shall coordinate with the mechanical engineer subconsultant to advance Heating, Ventilation, and Air Conditioning (HVAC) design to the 60% level.
- HVAC design will be coordinated with building layout, electrical power requirements, and operational needs.
- The **CONSULTANT** shall perform interdisciplinary coordination and quality control reviews.
- The **CONSULTANT's** Subconsultant shall:
  - Incorporate **CITY** review comments from the 30% Basis of Design phase.
  - Coordinate system layouts with:
    - Architectural room layouts and envelope construction
    - Structural framing and roof systems (including removable roof panels)
    - Electrical equipment locations and heat loads
    - Process equipment clearances and maintenance access requirements
    - Participate in interdisciplinary coordination meetings.
    - Resolve major space allocation conflicts identified during design progression.
  - Prepare drawings at a 60% level of development, which will reflect coordinated routing but are not final for construction. Drawings include:
    - Plans
      - HVAC floor plans showing:
        - Major equipment locations
        - Ductwork routing (single-line or double-line as appropriate)
        - Louvers and exhaust openings
        - Condensate routing (diagrammatic)
        - Ventilation systems for the pump room
        - Conditioned air systems for MCC
        - Equipment Layouts
    - Preliminary equipment schedules, including:
      - Air handling units/split systems
      - Exhaust fans
      - Condensing units
      - Major ventilation components
- Equipment capacities (refined from 30% calculations, but not final)
  - Engineering analysis and calculations will be sufficiently developed to support equipment selection and cost estimating, but are not final sealed calculations, and will include:
    - Refine cooling load calculations
    - Refine ventilation rate calculations
    - Confirm equipment sizing based on coordinated layouts
    - Evaluate:



    - Generator-mode HVAC operation
    - Freeze protection strategy
    - Corrosion mitigation materials
  - Develop preliminary external louver sizing and air balance assumptions
- Further develop building automation controls, including:
  - Develop a more detailed sequence of operation.
  - Define temperature control zoning.
  - Identify control devices and monitoring points.
  - Coordinate control integration requirements with electrical and I&C disciplines.
- Prepare an outline technical specification package in outline format, identifying major equipment and performance criteria, but will not include full construction-level detail. The package will include:
  - Major HVAC equipment sections
  - Ductwork and air distribution
  - Ventilation systems
  - Insulation
  - Testing and balancing requirements
  - Corrosion-resistant materials requirements
  - Controls requirements (Division 23)

- The **CONSULTANT** will conduct bi-weekly interdisciplinary coordination meetings during this phase of the project.

3.2.7 Electrical

The **CONSULTANT** shall coordinate with the electrical subconsultant to advance electrical design to the 60% level, including power distribution concepts, major loads, and standby power considerations.

Electrical design shall be coordinated with proc-mechanical equipment and I&C requirements.

The **CONSULTANT** shall perform interdisciplinary coordination and quality control reviews.

The **CONSULTANT's** Subconsultant shall:

- Incorporate **CITY** review comments from the 30% Basis of Design phase.
- Coordinate with Utility company
- Coordinate system layouts with:
  - Architectural room layouts
  - Mechanical equipment locations and power requirements
  - Process equipment power requirements
- Participate in interdisciplinary coordination meetings.
- Resolve major space allocation conflicts identified during design progression.
- Prepare drawings at a 60% level of development, which will reflect coordinated routing but are not final for construction.

- Drawings include:
  - Cover sheet
  - Electrical Site plan
  - Enlarged plan of the pump house
  - One-line diagrams
  - Electrical Schedules
- Preliminary equipment schedules include:
  - Equipment capacities (refined from 30% calculations, but not final).
  - Engineering analysis and calculations will be sufficiently developed to support equipment selection and cost estimating, but are not final sealed calculations, and will include:
    - Electrical Load calculations
    - Confirm equipment sizing based on coordinated layouts
    - Evaluate:
      - Generator-mode
      - Develop preliminary interior and exterior lighting.
- Prepare an outline technical specification package in outline format, identifying major equipment and performance criteria, but will not include full construction-level detail for the pump house. The package will include:
  - Low-Voltage electrical power conductors and cables
  - Grounding and bonding for electrical systems
  - Hangers and supports for electrical systems
  - Conduit for electrical systems
  - Boxes for electrical systems
  - Surface raceways for electrical systems
  - Identification for electrical systems
  - Power system studies
  - Wiring Connections
  - Lighting control devices
  - Low-Voltage electrical service entrance
  - Low-voltage transformers
  - Switchboard
  - Panelboards
  - Electricity metering
  - Wiring devices
  - Fuses
  - Enclosed Disconnects

- Surge protective devices
- Interior lighting
- Exterior lighting

– Low Voltage Design for the pump house

- Incorporate **CITY** review comments from the 30% Basis of Design phase.
- Coordinate with the service provider
- Coordinate system layouts with:
  - Architectural room layouts
  - Process equipment signal requirements
  - Participate in interdisciplinary coordination meetings.
- Resolve major space allocation conflicts identified during design progression.
- Prepare drawings at a 60% level of development, which will reflect coordinated routing but are not final for construction.
- Drawings include:
  - Low Voltage Site plan
    – Enlarged plan of the pump house
    – Schedules
    – Diagrams
    – Details
- Preliminary equipment schedules include:
  - Equipment capacities (refined from 30% calculations, but not final).
- Engineering analysis and calculations will be sufficiently developed to support equipment selection and cost estimating, but are not final sealed calculations, and will include:
- Confirm equipment sizing based on coordinated layouts
- Evaluate:
  - Instrumentation requirements
  - Develop preliminary design of signals for operations, monitoring, and controls.
- Prepare an outline technical specification package in outline format, identifying major equipment and performance criteria, but will not include full construction-level detail.

The **CONSULTANT** will conduct bi-weekly interdisciplinary coordination meetings during this phase of the project.

3.2.8 Plumbing

- The **CONSULTANT** shall coordinate with the plumbing subconsultant to advance plumbing design to the 60% level.
- Plumbing systems will be coordinated with architectural and mechanical layouts.
- The **CONSULTANT** shall perform interdisciplinary coordination and quality control reviews.

- The **CONSULTANT's** Subconsultant shall:
  - Incorporate **CITY** comments from the 30% phase.
  - Coordinate piping systems with:
    - Architectural layouts
    - Structural foundations and slabs
    - Civil utility connection points
    - Process equipment drainage requirements
    - Participate in interdisciplinary coordination meetings
    - Resolve major routing conflicts identified during layout development
  - Prepare drawings at a 60% level of development and will reflect coordinated routing, but are not final for construction. Drawings include:
    - Floor Plans
    - Domestic water routing (if applicable)
    - Hose bibb and washdown piping
    - Floor drains, trench drains, and area drains
    - Sanitary drainage routing
    - Sump discharge piping (if required)
    - Riser Diagrams
      - Domestic water riser (if applicable)
      - Sanitary riser diagram
      - Sump system schematic
    - Equipment Schedules
      - Sump pumps
      - Oil/water separators (if applicable)
      - Emergency eyewash/shower units (if applicable)
- Engineering analysis and calculations will be sufficiently developed to support equipment selection and cost estimating, but are not final sealed calculations, and will include:
  - Refine domestic water demand calculations (if applicable).
  - Refine sanitary drainage sizing.
  - Confirm sump pump capacity and head calculations.
  - Confirm backflow prevention device sizing.
  - Evaluate trench drain and floor slope assumptions in coordination with architectural and structural disciplines.
- Prepare an outline technical specification package in outline format, identifying major equipment and performance criteria, but will not include full construction-level detail. The package will include:

- Domestic water systems
- Sanitary drainage systems
- Floor drainage systems
- Sump pump systems
- Backflow prevention
- Plumbing specialties and accessories

- The **CONSULTANT** will conduct bi-weekly interdisciplinary coordination meetings during this phase of the project.

3.2.9 Instrumentation and Controls

- The **CONSULTANT** shall coordinate with the instrumentation and controls subconsultant to advance I&C design to the 60% level, including control philosophy, major instruments, and system architecture.
- I&C design shall be coordinated with proc-mechanical and electrical disciplines.
- The **CONSULTANT** shall perform interdisciplinary coordination and quality control reviews.
- The **CONSULTANT's** Subconsultant shall:
  - Prepare the following drawings:
    - Updated the PI&D sheets and SCADA network diagrams
    - Legends and Abbreviations
    - Network Interface Panel Layout
    - Control Panel Layout
  - Prepare an I&C technical specification package in outline format, identifying major instruments, but will not include full construction-level detail.
- The **CONSULTANT** will conduct bi-weekly interdisciplinary coordination meetings during this phase of the project.

3.2.10 Technical Specifications Outline

- The **CONSULTANT** shall prepare a technical specifications outline identifying anticipated specification divisions, major sections, and scope of work for the Project.
- The outline will be based on the 60% design documents and will reflect discipline responsibilities, construction sequencing considerations, and interfaces between systems.
- The outline is intended to support coordination and review only and is not intended to represent final technical requirements or construction means and methods.
- The technical specifications outline will be provided for **CITY** review to confirm overall approach, level of detail, and alignment with **CITY** standards prior to preparation of full technical specifications in subsequent design phases.

Subtask 3.3 90% Design (Drawings, Technical Specifications, OPCC)

3.3.1 Meetings

- The **CONSULTANT** shall submit the 90% design drawings to the **CITY** for review. Following submittal, the **CONSULTANT** shall participate in a review meeting to discuss **CITY** comments, verify final design assumptions, and identify any remaining revisions required prior to preparation of the final drawings. The **CONSULTANT** will document **CITY** feedback and incorporate all approved changes into the final design deliverables.

3.3.2 Site Civil

- The **CONSULTANT** shall advance the site civil design to the 90% level, refining layout, grading, drainage, yard piping, access, and demolition details.
- Drawings will be developed to a level suitable for final coordination and constructability review.
- The **CONSULTANT** shall prepare the 90% Design Package submittal to include updated drawings (see list under 60%).

3.3.3 Proc-Mechanical

- The **CONSULTANT** shall advance the proc-mechanical design to the 90% level, including detailed equipment layouts, refined P&IDs, piping details, and mechanical system coordination.
- Drawings will be developed to a level suitable for final coordination and constructability review.
- The **CONSULTANT** shall prepare the 90% Design Package submittal to include updated drawings (see list under 60%).

3.3.4 Structural

- The **CONSULTANT** shall coordinate with the structural subconsultant to advance structural design to the 90% level and incorporate review comments.
- The **CONSULTANT's** Subconsultant shall prepare the 90% Design Package submittal to include updated drawings (see list under 60%).
- The **CONSULTANT** will conduct bi-weekly interdisciplinary coordination meetings during this phase of the project.

3.3.5 Architectural

- The **CONSULTANT** shall coordinate with the architectural subconsultant to advance architectural design to the 90% level and address review comments.
- The **CONSULTANT's** Subconsultant shall:
  - Advance the architectural design to the 90% level, incorporating review comments and completing interdisciplinary coordination.
  - Finalize building layouts, door and louver locations, major penetrations, roof design, and equipment access requirements.
  - Prepare pre-permit drawings, including plans, sections, elevations, schedules, and typical details.
  - Coordinate architectural elements with structural, mechanical, electrical, and plumbing.
- The **CONSULTANT** will conduct bi-weekly interdisciplinary coordination meetings during this phase of the project.

3.3.6 Mechanical (HVAC)

- The **CONSULTANT** shall coordinate with the mechanical engineering subconsultant to advance HVAC design to the 90% level.
- The **CONSULTANT's** Subconsultant shall:
  - Incorporate **CITY** and stakeholder review comments from the 60% phase.
  - Complete interdisciplinary coordination with architectural, structural, electrical, process, and I&C disciplines.
  - Resolve identified spatial conflicts and major coordination issues.
  - Verify equipment access, service clearances, and maintenance pathways.
  - Coordinate roof penetrations, wall penetrations, and louver locations.
  - Confirm compatibility with removable roof panel design and maintenance access.
  - Prepare near-complete construction drawings, 90%, but subject to final QA/QC and minor adjustments, including:
    - Plans
      - Fully developed HVAC floor plans showing:
        - Finalized equipment locations
        - Ductwork routing and sizing
        - Exhaust and outside air systems
        - Louvers and penetrations
        - Condensate piping routing
        - Pump room ventilation system fully defined
        - MCC space conditioning systems fully defined
        - Details
    - Mechanical details sufficient to convey design intent, including:
      - Equipment installation details (typical)
      - Ductwork details (typical)
      - Louver and penetration details (typical)
      - Condensate trap details (typical)
      - Roof and wall penetration coordination details
- Schedules
  - Equipment schedules with near-final capacities and electrical characteristics
  - Air device schedules
  - Control point lists (as applicable)
- Diagrams
  - System schematics (as applicable)
  - Control diagrams with defined sequences

- Condensate drainage diagrams

- Engineering analysis and calculations will be suitable for internal QA/QC and final design validation, but are not yet sealed. These include:
  - Finalize cooling load calculations.
  - Finalize ventilation calculations.
  - Confirm equipment selections and capacities.
  - Verify generator-mode HVAC operation where required.
  - Confirm corrosion mitigation materials and coatings.
  - Coordinate air balance assumptions with Testing, Adjusting, and Balancing (TAB) requirements.
- Further develop building automation controls including:
  - Develop a detailed sequence of operations.
  - Define control devices, sensors, and monitoring points.
  - Coordinate points list with electrical and I&C disciplines.
  - Define alarm conditions and setpoints.
  - Establish integration requirements with **CITY's** SCADA/smart systems.
- Prepare substantially complete Division 23 specifications in near-final form suitable for **CITY** review and final editing that include:
  - Equipment specifications
  - Air distribution systems
  - Ventilation systems
  - Insulation
  - Identification
  - Testing, Adjusting, and Balancing requirements
  - Controls requirements
  - Corrosion-resistant material requirements
- Perform internal discipline QA/QC review.
- Perform interdisciplinary coordination review.
- Verify consistency between drawings, schedules, and specifications.
- The **CONSULTANT** will conduct bi-weekly interdisciplinary coordination meetings during this phase of the project.

3.3.7 Electrical

The **CONSULTANT** shall coordinate with the electrical subconsultant to advance electrical design to the 90% level, including single-line diagrams and power requirements for the pump house.

The **CONSULTANT's** Subconsultant shall:

- Incorporate **CITY** and stakeholder review comments from the 60% phase.
- Finalize coordination with Utility company for the service entrance.

- Complete interdisciplinary coordination with architectural, structural, mechanical, process, and I&C disciplines.
- Resolve identified spatial conflicts and major coordination issues.
- Verify equipment access, service clearances, and maintenance pathways.
- Prepare near-complete construction drawings, 90%, but subject to final QA/QC and minor adjustments, including:
    - Plans
    - Fully developed electrical floor plans showing:

- Finalized equipment locations
- MCC, and operator space equipment and systems fully defined.
    - Electrical details sufficient to convey design intent, including:
        - Equipment installation details (typical)
        - Lighting details (typical)
        - Grounding details (typical)
        - Service Entrance details (typical)
        - Panel Schedules
        - Equipment connection schedules
        - Finalize One-Line Diagrams
    - Engineering analysis and calculations will be suitable for internal QA/QC and final design validation but are not yet sealed. These include:
        - Finalize electrical load calculations.
        - Confirm equipment selections and capacities.
        - Coordinate with mechanical and I&C disciplines.
        - Prepare substantially complete Division 26 specifications from 60% in near-final form suitable for CITY review and final editing.
        - Perform internal discipline QA/QC review.
        - Perform interdisciplinary coordination review.
    - Verify consistency between drawings, schedules, and specifications.
    - Low Voltage for the pump house:
        - Incorporate CITY and stakeholder review comments from the 60% phase.
        - Finalize coordination with service provider.
        - Finalize fire alarm, security camera, and communication design.
        - Complete interdisciplinary coordination with architectural, structural, electrical, mechanical, process, and I&C disciplines.
        - Low Voltage details sufficient to convey design intent, including:
            - Equipment installation details (typical)
            - Equipment connection schedules

- Finalize One-Line Diagrams

- Engineering analysis and calculations will be suitable for internal QA/QC and final design validation, but are not yet sealed. These include:
  - Confirm equipment selections and capacities.
  - Coordinate with electrical and I&C disciplines.
- Prepare substantially complete Division 27 specifications from 60% in near-final form suitable for Owner review and final editing.
- Perform internal discipline QA/QC review.
- Perform interdisciplinary coordination review.
- Verify consistency between drawings, schedules, and specifications.

The **CONSULTANT** will conduct bi-weekly interdisciplinary coordination meetings during this phase of the project.

3.3.8 Plumbing

- The **CONSULTANT** shall coordinate with the plumbing subconsultant to advance plumbing design to the 90% level.
- The **CONSULTANT's** Subconsultant shall:
  - Incorporate **CITY** review comments from the 60% phase.
  - Complete coordination with architectural, structural, civil, process, and mechanical disciplines.
  - Resolve routing conflicts and slab penetration locations.
  - Verify maintenance access and service clearances.
  - Coordinate inverted elevations and discharge points with civil design.
  - Prepare the final draft of construction drawings, but subject to final QA/QC, including:
    - Plans
    - Fully developed plumbing floor plans showing:
    - Domestic water piping (if applicable)
    - Hose bibb and washdown piping
    - Floor and trench drains
    - Sanitary piping
    - Sump discharge piping
    - Equipment drain connections are clearly defined.
    - Riser Diagrams
      - Domestic water riser (if applicable)
      - Sanitary riser diagram
      - Sump system schematic
      - Details
      - Plumbing details sufficient to convey design intent, including:

- Floor drain details
- Trench drain details
- Sump installation details
- Equipment drain details (typical)

- Engineering analysis and calculations will be suitable for internal QA/QC and final design validation but are not yet sealed. These include:
  - Finalize domestic water demand calculations (if applicable).
  - Finalize sanitary drainage sizing.
  - Finalize sump pump sizing and head calculations.
  - Coordinate floor slope assumptions with architectural and structural disciplines.
- Prepare substantially complete Division 22 specifications in near-final form suitable for CITY review and final editing that include:
  - Domestic water systems
  - Sanitary drainage systems
  - Floor drainage systems
  - Sump pump systems
  - Plumbing specialties and accessories
  - Identification and testing requirements
  - Perform internal discipline QA/QC review
  - Perform interdisciplinary coordination review
  - Verify consistency between drawings, schedules, and specifications
- The **CONSULTANT** will conduct bi-weekly interdisciplinary coordination meetings during this phase of the project.

3.3.9 Instrumentation and Controls

- The **CONSULTANT** shall coordinate with the instrumentation and controls subconsultant to advance I&C design to the 90% level, including P&IDs and instrument lists.
- The **CONSULTANT's** Subconsultant shall:
  - Prepare the following drawings:
    - Update to 60% drawings
    - Instrumentation Installation Details
  - Prepare an I&C technical specification package in outline format, identifying major instruments, but will not include full construction-level detail
- The **CONSULTANT** will conduct bi-weekly interdisciplinary coordination meetings during this phase of the project.

3.3.10 Technical Specifications, Summary of Work, Bid Form/Measurement and Payment

- The **CONSULTANT** shall prepare draft technical specifications based on the 90% design documents, including specification sections applicable to the Project disciplines and systems.
- The technical specifications will define materials, products, performance requirements, and installation criteria consistent with the 90% design and **CITY** standards.
- The **CONSULTANT** shall prepare a draft Summary of Work describing the general scope, sequencing considerations, and coordination requirements for construction of the Project.
- The **CONSULTANT** shall prepare a draft bid form and Measurement and Payment sections identifying bid items and units of measure consistent with the 90% design and OPCC.
- The technical specifications and bid documents are intended for **CITY** review and coordination and do not represent final contract documents until completed and issued under the 100% design phase.

Subtask 3.4 100% Signed and Sealed Drawings

3.4.1 Site Civil

- The **CONSULTANT** shall finalize the site civil design and prepare signed and sealed construction drawings incorporating **CITY** comments and final coordination.

3.4.2 Proc-Mechanical

- The **CONSULTANT** shall finalize the proc-mechanical design and prepare signed and sealed construction drawings incorporating **CITY** comments and final coordination.

3.4.3 Structural

- The **CONSULTANT** shall coordinate with the structural subconsultant to finalize and integrate signed and sealed structural drawings.
- The **CONSULTANT's** Subconsultant shall finalize the structural design and prepare signed and sealed construction drawings incorporating **CITY** comments and final coordination.
- The **CONSULTANT** will conduct bi-weekly interdisciplinary coordination meetings during this phase of the project.

3.4.4 Architectural

- The **CONSULTANT** shall coordinate with the architectural subconsultant to finalize and integrate signed and sealed architectural drawings.
- The **CONSULTANT**'s Subconsultant shall:
  - Finalize the architectural design and incorporate all review comments and final interdisciplinary coordination.
  - Prepare signed and sealed architectural construction drawings consistent with the completed project design.
  - Coordinate final architectural documents with all disciplines for inclusion in the overall construction document package.
  - Provide limited technical support during final document assembly for bidding purposes.

- The **CONSULTANT** will conduct bi-weekly interdisciplinary coordination meetings during this phase of the project.

3.4.5 Mechanical (HVAC)

- The **CONSULTANT** shall coordinate with the mechanical engineering subconsultant to finalize and integrate signed and sealed HVAC drawings.
- The **CONSULTANT's** Subconsultant shall finalize the mechanical design and prepare signed and sealed construction drawings incorporating **CITY** comments and final coordination.
- The **CONSULTANT** will conduct bi-weekly interdisciplinary coordination meetings during this phase of the project.

3.4.6 Electrical

The **CONSULTANT** shall coordinate with the electrical subconsultant to finalize and integrate signed and sealed electrical drawings.

The **CONSULTANT**'s Subconsultant shall:

- Finalize the electrical design and incorporate all review comments and final interdisciplinary coordination.
- Prepare signed and sealed electrical construction drawings consistent with the completed project design.
- Coordinate final electrical documents with all disciplines for inclusion in the overall construction document package.
- Provide limited technical support during final document assembly for bidding purposes.
- Finalize the low-voltage design and incorporate all review comments and final interdisciplinary coordination.
- Prepare signed and sealed low-voltage construction drawings consistent with the completed project design.
- Coordinate final low-voltage documents with all disciplines for inclusion in the overall construction document package.
- Provide limited technical support during final document assembly for bidding purposes.

The **CONSULTANT** will conduct bi-weekly interdisciplinary coordination meetings during this phase of the project.

3.4.7 Plumbing

- The **CONSULTANT** shall coordinate with the plumbing subconsultant to finalize and integrate signed and sealed plumbing drawings.
- The **CONSULTANT's** Subconsultant shall finalize the plumbing design and prepare signed and sealed construction drawings incorporating **CITY** comments and final coordination.
- The **CONSULTANT** will conduct bi-weekly interdisciplinary coordination meetings during this phase of the project.

3.4.8 Instrumentation and Controls

- The **CONSULTANT** shall coordinate with the I&C subconsultant to finalize and integrate signed and sealed I&C drawings.
- The **CONSULTANT's** Subconsultant shall:
  - Finalize the I&C and incorporate **CITY** and internal review comments and final interdisciplinary coordination.
  - Coordinate final I&C documents with relevant disciplines for inclusion in the overall construction document package.
  - Prepare final drawings consistent with the completed project design.
  - Prepare final I&C technical specifications.
- The **CONSULTANT** will conduct bi-weekly interdisciplinary coordination meetings during this phase of the project.

3.4.9 Opinion of Probable Construction Cost (OPCC)

In accordance with the Association for the Advancement of Cost Engineering International (AACE) criteria, the OPCC at this stage of the design is a Class 1 estimate. A Class 1 estimate is defined as a Planning Level or Design Technical Feasibility Estimate. Typically, the level or stage of engineering is from 50 to 100 percent complete. Class 1 estimates are used to prepare planning-level cost scopes or to evaluate alternatives in design conditions and form the base work for the Class 1 estimate. The expected accuracy for Class 1 estimates typically ranges from -10 to +15% percent, depending on the complexity of the project, available and relevant reference information, and the inclusion of an appropriate contingency.

- The **CONSULTANT** shall prepare a Level 1 Opinion of Probable Construction Cost (OPCC) based on the 100% Basis of Design, planning-level quantities, and assumed construction methods.
- The OPCC will be prepared at a conceptual level and used to support **CITY** decision-making.

3.4.10 Technical Specifications, Summary of Work, Bid Form/Measurement and Payment

- The **CONSULTANT** shall prepare final technical specifications based on the completed and coordinated 100% design documents, incorporating **CITY** comments and applicable **CITY** standards.
- The technical specifications shall define final materials, products, performance requirements, and installation criteria consistent with the signed and sealed construction drawings.
- The **CONSULTANT** shall finalize the Summary of Work describing the overall scope, sequencing considerations, coordination requirements, and general construction constraints for the Project.
- The **CONSULTANT** shall finalize the bid form and Measurement and Payment sections, including bid items, units of measure, and descriptions consistent with the final design documents.
- The completed technical specifications and bid documents shall be suitable for use by the **CITY** for advertisement, bidding, and award of a single design-bid-build construction contract.

TASK 4.0 PERMITTING ASSISTANCE

Subtask 4.1 Florida Department of Environmental Protection (FDEP) Application and 1 RFI response

- The **CONSULTANT** shall identify applicable FDEP permitting or notification requirements for the Project.
- The **CONSULTANT** shall coordinate and participate in one (1) pre-application meeting in support of the permit application.
- The **CONSULTANT** shall coordinate with the **CITY** to obtain the required permit application forms and supporting documentation.
- The **CONSULTANT** shall prepare and submit draft FDEP permit application materials and support technical exhibits for **CITY** review.
- The **CONSULTANT** shall address **CITY** comments and prepare final signed and sealed engineering documents for the FDEP application.
- The **CONSULTANT** shall prepare a response to address one (1) round of FDEP requests for additional information (RAIs), if required. The **CONSULTANT** has assumed a labor-hour budget of 4 hours. This will be invoiced as time and materials.
- The **CITY** will submit the permit application to the applicable regulatory agency and will be responsible for payment of all associated permit and review fees.

Subtask 4.2 City Building Department Permit (by Contractor) - Limited Support

- The **CONSULTANT** shall identify applicable City of Bradenton Building Department permitting requirements for the Project.
- The **CONSULTANT** shall coordinate and participate in one (1) pre-application meeting in support of the permit application.
- The **CITY's** Contractor shall prepare and submit draft City Building Department permit application materials and supporting technical exhibits for **CITY** review.
- The **CONSULTANT** shall prepare responses to address one (1) round of City Building Department requests for additional information (RAIs), if required. The **CONSULTANT** has assumed a labor hour budget of 3 hours, which will be invoiced on a time and materials basis.
- The **CITY**'s Contractor will submit the permit application to the applicable regulatory agency and will be responsible for payment of all associated permit and review fees.

TASK 5.0 BID PHASE SUPPORT

Subtask 5.1 Task Management

- The **CONSULTANT** shall manage the project team during the Bid-Phase task.
- The **CONSULTANT** shall perform work activity coordination with the **CONSULTANT's** subconsultants and the **CITY** during the Bid-Phase.
- The **CONSULTANT** shall provide progress reporting and status. Invoices will be submitted monthly by the **CONSULTANT**. The progress report will include schedule updates and **CITY** action items, if applicable, for that month.

Subtask 5.2 Bid Document Finalization & Advertisement Support, Attend Bid Meeting

- The **CONSULTANT** shall coordinate with the **CITY** to finalize bid documents, including drawings and technical specifications, for advertising.

- The **CONSULTANT** shall provide technical support to the **CITY** in preparation of bid advertisements and front-end documents.
- The **CONSULTANT** shall attend one (1) pre-bid meeting and respond to bidder questions related to the Contract Documents.

Subtask 5.3 Addenda

- The **CONSULTANT** shall prepare technical content to support the **CITY's** issuance of addenda, as required, to clarify or modify the Contract Documents. Preparation of up to one (1) addendum is included.

SECTION III ASSUMPTIONS

- **CITY** will assign a single point of contact to the **CONSULTANT,** and the **CONSULTANT** will assign a single point of contact to the **CITY**.
- **CITY's** permitted stormwater management system is in compliance with the SWFWMD, and the FDEP permits and rules. The stormwater management system exists today as permitted.
- Permitting through the Army Corps of Engineers will not be required.
- No permitting through other regulatory agencies will be required.
- This scope and fee were developed based on the rules and regulations for the **CITY,** FDEP**,** and SWFWMD at the time of development. Should the **CITY's,** FDEP's**,** and SWFWMD's rules change during the progress of this project, and those rules result in required changes to the **CONSULTANT's** work, the **CONSULTANT** would be entitled to additional compensation to perform the required rework or new work.
- The **CONSULTANT** will review the data provided by the **CITY** and others without independent review and verification. The **CONSULTANT** will rely on the data provided.
- The **CITY** will provide the field support personnel required to conduct the required field testing.
- **CITY** will provide all requested data in an electronic format unless otherwise specified by the **CONSULTANT**.
- **CITY** will provide comments on draft deliverables within 14 calendar days.
- **CITY** will provide available as-builts for **CITY** utilities.
- Existing raw water pump station generator is of adequate condition and capacity for use as standby power for the new raw water pump station equipment.
- The existing raw water intake and pump station will remain in use direction construction and as backup after project completion therefore no raw water intake / pump station / building demolition required as part of this project.
- The project will be bid, awarded, and constructed under a single construction contract via the design-bid-build construction project delivery method.
- This Scope of Services described herein is inclusive of the design phases and up to the completion of the bid phase, which is considered complete after recommendation of the lowest responsible bidder.

SECTION IV CITY RESPONSIBILITIES

- **CITY** will provide all existing data required for this project within 15 calendar days of request.
- **CITY** will assign a single point of contact to the **CONSULTANT**.

- **CITY** will provide site access to the **CONSULTANT's** team.
- **CITY** will provide to the **CONSULTANT** all current site safety and access requirements and future updates at least five business days prior to the **CONSULTANT's** scheduled visits.
- **CITY** will provide all deed and ownership information required for the permit submittals.
- **CITY** will pay all permitting fees.
- **CITY** will apply for the City of Bradenton Building Department Permit.
- **CITY** will provide a review of **CONSULTANT's** submittals within 10 business days.
- **CITY** will prepare and provide Site Contractor(s) with front-end documents and **CITY's** agreement for contractor bidding.
- **CITY** will conduct the contractor bid phase process.
- **CITY** will provide a review of **CONSULTANT's** submittals within ten business days.
- **CITY** will provide public/stakeholder education for the Project.
- **CITY** will provide permitting services related to all environmental (wetlands, wildlife habitat, ecosystem, Ward Lake, etc.) ACOE/FDEP/SWFWMD requirements.
- **CITY** will evaluate Contractor's bids.

SECTION IV SERVICES NOT INCLUDED

- See Agreement
- Phase II Raw Water Intake Structure and Screening Improvements Geotechnical, SUE, Design, and Permitting Assistance
- Confined Space Entry
- Environmental Science, Wetland Jurisdictional Delineation, or Assessments
- Landscape Architecture
- Full-time Resident Project Representation during Construction
- Review of Contractor Change Orders, RFIs, and pay applications
- Permit Fees
- Value Engineering
- Stakeholder and Public Engagement and Presentations
- Operation of **CITY** equipment
- Software programming
- Pipe condition assessments for buried infrastructure, both Level I and II
- Meetings with Manatee County or other third parties, such as pipe manufacturers or Contractors
- Sea Level Rise Analysis or Flood Plain Determination
- Hydraulic Modeling
- Design, permit, and bid phase services of other underground utilities replacement or relocations (i.e., cable, telephone)
- Design effort for the unknown required work to be defined

- Differing site conditions requiring deviation from predetermined design criteria
- Design above and beyond **CITY** and Regulatory Standards at the time of contract execution
- Effort to engage in an extended bid process beyond the period identified in the approved project schedule
- Wetland assessments and environmental resource permitting that are not otherwise and specifically included in the scope of services
- Construction inspection
- Engineering Services During the Construction (ESDC) Phase
- Water Quality Sampling and Analysis
- Design of coffer dams, de-watering systems, drainage systems, pond design, or draw-down analyses
- Seepage Analyses
- Corrosion protection recommendations for piping
- Pavement Design or Pavement Evaluation Report
- Lateral analysis for deep foundation units or buried structures
- Evaluation, analysis, and structural design of below-grade structures or retaining walls
- Quality control inspection, construction inspection, or earthwork inspection services
- Design of New Generator
- Design of New Storage Room
- Risk Management Plan and Risk Register

These services have not been included in the base scope of services but may be performed based on request for these services from the **CITY**, a mutually agreed upon scope of services and fee, and authorization from the **CITY.**

SECTION V SCHEDULE

Professional services will commence based on written authorization and a notice to proceed (NTP).

The work under this Scope of Services will be completed within 365 calendar days. **CONSULTANT** will provide a milestone project schedule within 10 business days of **CONSULTANT'S** NTP.

Task Number	Task Name	Time Frame for Completion (calendar days)
1.0	**Project Management and Coordination**	**365**
2.0	**Data Management and Field Investigations**	**60**
2.1	Data Collection and Review	30*
2.2	Field Investigations (Survey, SUE, Geotech.)	60
3.0	**Engineering and Design**	**365**
3.1	Basis of Design Report (30%) w/ /Opinion of Probable Construction Cost (OPCC)	128*
3.2	60% Design (Drawings, Technical Specifications Outline)	210*
3.3	90% Design (Drawings, Technical Specifications)	284*
3.4	100% Signed and Sealed Drawings	321*

Task Number	Task Name	Time Frame for Completion (calendar days)
4.0	**Permitting Assistance**	**365**
4.1	Florida Department of Environmental Protection (FDEP) Application	365
4.2	City Building Department	365
5.0	**Bid Phase Support**	**TBD**

*Schedule assumes 14 calendar day response time to **CONSULTANT**'s data request and City review time for 30%, 60%, 90%, and 100% deliverables.

CONSULTANT will observe the time limitations; however, should there be delays in receiving information or in obtaining data, subsequent authorization, approvals, and review comments from the **CITY**, the schedule will be updated and adjusted as mutually agreed upon by the **CITY** and the **CONSULTANT**.

SECTION VI COMPENSATION

The **CONSULTANT's** lump sum fee is summarized by task in the table below.

Task Number	Task Name	Fee
1.0	**Project Management and Coordination**	**$26,369.00**
2.0	**Data Management and Field Investigations**	**$64,952.98**
2.1	Data Collection and Review	$11,236.00
2.2	Field Investigations (Survey, SUE, Geotech.)	$53,716.98
3.0	**Engineering and Design**	**$342,001.00**
3.1	Basis of Design Report (30%) w/ /Opinion of Probable Construction Cost (OPCC)	$113,527.00
3.2	60% Design (Drawings, Technical Specifications Outline)	$83,962.00
3.3	90% Design (Drawings, Technical Specifications)	$88,005.00
3.4	100% Signed and Sealed Drawings	$56,507.00
4.0	**Permitting Assistance**	**$4,381.00**
5.0	**Bid Phase Support**	**$10,693.00**
Fee Total		**$448,396.98**

The **CONSULTANT** will invoice monthly based on the percentage of work completed per task for that invoice period, and **CITY** will compensate based on the agreement terms and conditions. The **CONSULTANT** will provide an invoice submittal to the **CITY's** project manager for review and approval.

PROFESSIONAL SERVICES WORK ASSIGNMENT SUB-CONSULTANT USAGE LIST

Work Assignment No. 26540

Agreement No. RFP-22-029TWS

DISCIPLINE	SUB-CONSULTANT (NAME OF FIRM)	LOCATION	REASON (IF NOT SELECTED)	% OF WORK
Survey and SUE	Surveying And Mapping (SAM)	Tampa, FL		4%
Geotechnical	Tierra	Tampa, FL		7%
Mechanical, Electrical, and Plumbing	VoltAir	Tampa, FL		17%
Structural	Bennett & Pless Structural Engineers	Sarasota, FL		6%
Architecture	Baker Barrios	Tampa, FL		8%

PROFESSIONAL SERVICES WORK ASSIGNMENT SUB-CONSULTANT USAGE LIST

DISCIPLINE	SUB-CONSULTANT (NAME OF FIRM)	LOCATION	REASON (IF NOT SELECTED)	% OF WORK
Instrumentation and Controls	Southern Automation & Controls	Brandon, FL		2%
PERCENTAGE OF WORK ASSIGNED TO LOCAL SUB-CONSULTANTS				44%

VEITH ENGINEERING & BUSINESS SOLUTIONS

DRAFT 2/27/2026
Rev #1 3/10/2026
Rev #2 3/24/2026 Remove Intake structure from scope of work

Client: City of Bradenton

Project Name: Water Treatment Plant Raw Water Intake PS Upgrade

VEBS Project #: 100XX

VEBS Labor Effort

Task / Sub Task Description	Principal Engineer & Business Consultant Bryan $290	Principal QC / Technical Advisor Karl $270	Project Manager II $230	Senior Project Engineer $153	Project Engineer Hana $142	Senior CADD Designer $137	PMA / Sr. Prj Coordinator Lucie $110	Senior Project Admin Alex $93	VEBS Total Labor Hours	VEBS Total Labor Fee	VEBS ODC's	SUE/ Survey SUB SAM	Geotech. SUB Tierra	MEP SUB VoltAir	Structural SUB Karl Hees	Architect SUB Baker Barrios	I&C SUB Adam	Total ODC	Total Fee
Task 1.0 – PROJECT MANAGEMENT & COORDINATION	**24**	**2**	**44**	**0**	**18**	**0**	**47**	**11**	146	$26,369.00	$0.00	$0	$0.00	$0	$0	$0	$0	$0.00	**$26,369.00**
1.1 Project Setup, Management, and Field Safety Plan (11 Months)	13	2	24	0	10	0	11	11	71	$13,483	$0							$0.00	$13,483.00
1.2 City Coordination	8	0	11	0	0	0	0	0	19	$4,850	$0							$0.00	$4,850.00
1.3 Progress Reporting, Schedule Updates, and Invoicing	3	0	9	0	8	0	36	0	56	$8,036	$0							$0.00	$8,036.00
Task 2.0 – DATA MANAGEMENT AND FIELD INVESTIGATIONS	**6**	**1**	**6**	**8**	**10**	**11**	**8**	**0**	50	$8,421	$0	$18,475	$31,076.98	$2,880	$2,500	$1,200	$400	$56,531.98	**$64,952.98**
2.1 Data Collection and Review	2	0	2	6	10	4	3	0	27	$4,256	$0			$2,880	$2,500	$1,200	$400	$6,980.00	$11,236.00
2.2 Field Investigations	4	1	4	2	0	7	5	0	23	$4,165	$0	$18,475	$31,076.98	$0	$0	$0	$0	$49,551.98	$53,716.98
2.2.1 Survey Services	1	0	1	0	0	4	2	0	8	$1,288	$0	$13,580						$13,580.00	$14,868.00
2.2.2 SUE Services	1	0	1	0	0	2	1	0	5	$904	$0	$4,895						$4,895.00	$5,799.00
2.2.3 Geotechnical Services	2	1	2	2	0	1	2	0	10	$1,973	$0		$31,076.98					$31,076.98	$33,049.98
Task 3.0 – ENGINEERING AND DESIGN	**135**	**47**	**160**	**262**	**155**	**310**	**0**	**65**	1134	$199,251	$5,800	$0	$0.00	$71,620	$23,180	$32,750	$9,400	$142,750.00	**$342,001.00**
3.1 Basis of Design Report (30%) w/Opinion of Probable Construction Cost (OPCC)	46	11	55	124	81	67	0	18	402	$70,287	$2,800	$0	$0.00	$16,450	$9,340	$11,250	$3,400	$43,240.00	$113,527.00
3.1.1 Workshops/Meetings	12	0	13	11	11	1	0	4	52	$10,224	$0			$2,880	$5,800	$3,750	$400	$12,830.00	$23,054.00
3.1.1a Kickoff Workshop (Internal & Client)	5	0	5	7	5	1	0	2	25	$4,704	$0			$1,260	$2,320	$1,250		$4,830.00	$9,534.00
3.1.1b Site Visit	4	0	4	4	6	0	0	1	19	$3,637	$0			$1,080	$1,160	$1,250	$400.00	$3,890.00	$7,527.00
3.1.1c Draft BODR Review Meeting	3	0	4	0	0	0	0	1	8	$1,883	$0			$540	$2,320	$1,250		$4,110.00	$5,993.00
3.1.2 Site-Civil (grading, paving & access, drainage, yard piping)	5	2	8	0	32	3	0	0	50	$8,785	$0							$0.00	$8,785.00
3.1.3 Proc-Mechanical (design criteria, equipment concepts/calcs, ops considerations)	7	2	10	60	0	3	0	0	82	$14,461	$0							$0.00	$14,461.00
3.1.4 Structural	1	0	1	2	0	1	0	1	6	$1,056	$0				$2,380			$2,380.00	$3,436.00
3.1.5 Architectural	1	0	1	2	0	2	0	1	7	$1,193	$0					$5,000		$5,000.00	$6,193.00
3.1.6 Mechanical (HVAC)	1	0	1	1	0	1	0	1	5	$903	$0			$3,300				$3,300.00	$4,203.00
3.1.7 Electrical	2	0	1	2	0	1	0	1	7	$1,346	$0			$4,680				$4,680.00	$6,026.00
3.1.8 Plumbing	0	0	1	1	0	1	0	0	3	$520	$0			$1,900				$1,900.00	$2,420.00
3.1.9 Instrumentation and Controls (2 sheets)	7	1	0	2	0	14	0	0	24	$4,524	$0						$3,000.00	$3,000.00	$7,524.00
3.1.10 Opinion of Probable Construction Cost (OPCC)	2	1	5	7	6	4	0	0	25	$4,471	$2,800							$2,800.00	$7,271.00
3.1.11 Basis of Design Report (BODR)	8	5	14	36	32	36	0	10	141	$22,804	$0			$3,690		$2,500	$0	$7,350.00	$30,154.00
3.1.11a Draft	6	3	8	24	24	28	0	6	99	$15,864	$0			$2,250	$580	$1,250		$4,080.00	$19,944.00
3.1.11b Final	2	2	6	12	8	8	0	4	42	$6,940	$0			$1,440	$580	$1,250		$3,270.00	$10,210.00
3.2 60% Design (Drawings, Technical Specifications Outline)	35	8	39	47	26	96	0	9	260	$46,152	$0	$0	$0.00	$24,060	$4,700	$7,250	$1,800	$37,810.00	$83,962.00
3.2.1 Meeting	4	0	0	4	0	0	0	3	11	$2,051	$0			$1,710	$1,160	$1,250	$0	$4,120.00	$6,171.00
3.2.1b 60% Drawings Review Meeting	4	0	0	4	0	0	0	3	11	$2,051	$0			$1,710	$1,160	$1,250		$4,120.00	$6,171.00
3.2.2 Site-Civil (10 G and C sheets)	8	4	16	0	24	37	0	0	89	$15,557	$0							$0.00	$15,557.00
3.2.3 Proc-Mechanical (5 M sheets)	8	2	12	28	0	35	0	0	85	$14,699	$0							$0.00	$14,699.00
3.2.4 Structural	1	0	2	2	0	2	0	1	8	$1,423	$0				$2,380	$0		$2,380.00	$3,803.00
3.2.5 Architectural	1	0	2	2	0	2	0	1	8	$1,423	$0					$5,000		$5,000.00	$6,423.00
3.2.6 Mechanical (HVAC)	1	0	1	2	0	1	0	1	6	$1,056	$0			$6,700				$6,700.00	$7,756.00
3.2.7 Electrical	2	0	1	2	0	2	0	1	8	$1,483	$0			$10,440				$10,440.00	$11,923.00
3.2.8 Plumbing	1	0	1	1	0	1	0	1	5	$903	$0			$3,500				$3,500.00	$4,403.00
3.2.9 Instrumentation and Controls	8	1	2	4	0	16	0	0	31	$5,854	$0						$1,800.00	$1,800.00	$7,654.00
3.2.10 Technical Specifications Outline	1	1	2	2	2	0	0	1	9	$1,703	$0			$1,710	$1,160	$1,000		$3,870.00	$5,573.00
3.3 90% Design (Drawings, Technical Specifications)	34	19	39	57	30	95	0	23	297	$52,095	$0	$0	$0.00	$20,480	$4,980	$7,250	$3,200	$35,910.00	$88,005.00
3.3.1 Meeting	3	0	0	4	0	0	0	3	10	$1,761	$0			$1,530	$1,160	$1,250	$0	$3,940.00	$5,701.00
3.3.1b 90% Drawings Review Meeting	3	0	0	4	0	0	0	3	10	$1,761	$0			$1,530	$1,160	$1,250		$3,940.00	$5,701.00
3.3.2 Site-Civil (10 G & C sheets)	5	3	16	0	18	36	0	0	78	$13,428	$0							$0.00	$13,428.00
3.3.3 Proc-Mechanical (5 M sheets)	8	4	10	21	0	37	0	0	80	$13,982	$0							$0.00	$13,982.00
3.3.4 Structural	1	1	1	2	0	2	0	2	9	$1,556	$0				$2,380			$2,380.00	$3,936.00
3.3.5 Architectural	1	1	1	2	0	2	0	2	9	$1,556	$0					$5,000		$5,000.00	$6,556.00
3.3.6 Mechanical (HVAC)	1	1	1	1	0	1	0	2	7	$1,266	$0			$5,600				$5,600.00	$6,866.00
3.3.7 Electrical	2	1	1	2	0	2	0	1	9	$1,753	$0			$8,280				$8,280.00	$10,033.00
3.3.8 Plumbing	1	0	1	1	0	1	0	1	5	$903	$0			$3,000				$3,000.00	$3,903.00
3.3.9 Instrumentation and Controls (6 sheets)	8	2	2	4	0	14	0	0	30	$5,850	$0						$1,600.00	$1,600.00	$7,450.00
3.3.10 Technical Specifications, Summary of Work	4	6	6	20	12	0	0	12	60	$10,040	$0			$2,070	$1,440	$1,000	$1,600.00	$6,110.00	$16,150.00
3.4 100% Signed and Sealed Drawings	20	9	27	34	18	52	0	15	175	$30,717	$3,000	$0	$0.00	$10,630	$4,160	$7,000	$1,000	$25,790.00	$56,507.00
3.4.1 Site-Civil (10 G & C sheets)	3	2	6	0	8	16	0	0	35	$6,118	$0							$0.00	$6,118.00
3.4.2 Proc-Mechanical (5 M sheets)	3	2	5	12	0	18	0	0	40	$6,862	$0							$0.00	$6,862.00
3.4.3 Structural	1	0	1	1	0	1	0	1	5	$903	$0				$1,840			$1,840.00	$2,743.00
3.4.4 Architectural	1	0	1	1	0	1	0	1	5	$903	$0					$5,000		$5,000.00	$5,903.00
3.4.5 Mechanical (HVAC)	1	0	1	1	0	1	0	1	5	$903	$0			$2,800				$2,800.00	$3,703.00
3.4.6 Electrical	1	0	1	1	0	1	0	1	5	$903	$0			$4,320				$4,320.00	$5,223.00
3.4.7 Plumbing	1	0	1	1	0	1	0	1	5	$903	$0			$1,800				$1,800.00	$2,703.00
3.4.8 Instrumentation and Controls	4	1	2	0	0	8	0	0	15	$2,986	$0						$600.00	$600.00	$3,586.00
3.4.9 Opinion of Probable Construction Cost (OPCC)	3	2	5	8	4	5	0	0	27	$5,037	$3,000			$0.00	$1,160	$1,000		$5,160.00	$10,197.00
3.4.10 Update Tech. Specs, Summary of Work	2	2	4	9	6	0	0	10	33	$5,199	$0			$1,710	$1,160	$1,000	$400.00	$4,270.00	$9,469.00
Task 4.0 – PERMITTING ASSISTANCE	**3**	**1**	**3**	**8**	**0**	**4**	**0**	**3**	22	$3,881	$0	$0	$0.00	$0	$250	$250	$0	$500.00	**$4,381.00**
4.1 Florida Department of Environmental Protection (FDEP) Application and 1 RFI response	2	1	2	6	0	3	0	2	16	$2,825	$0							$0.00	$2,825.00
4.2 City Building Department Permit (by Contractor) - Limited Support	1	0	1	2	0	1	0	1	6	$1,056	$0				$250	$250		$500.00	$1,556.00
Task 5.0 – BID PHASE SUPPORT	**4**	**1**	**6**	**6**	**3**	**9**	**2**	**2**	33	$5,793	$0	$0	$0.00	$1,500	$1,500	$1,500	$400	$4,900.00	**$10,693.00**
5.1 Task Management	1	0	2	0	0	0	2	0	5	$970	$0							$0.00	$970.00
5.2 Bid Document Finalization & Advertisement Support, Attend Bid Meeting	1	0	2	3	0	3	0	2	11	$1,806	$0							$0.00	$1,806.00
5.3 Addenda (1)	2	1	2	3	3	6	0	0	17	$3,017	$0			$1,500	$1,500	$1,500	$400.00	$4,900.00	$7,917.00
Subtotal Base Fee (Lump Sum)	**172**	**52**	**219**	**284**	**186**	**334**	**57**	**81**	**1385**	**$243,715**	**$5,800**	**$18,475**	**$31,076.98**	**$76,000**	**$27,430**	**$35,700**	**$10,200**	**$204,681.98**	**$448,396.98**
Additional Services Allowance																			
Total	**172**	**52**	**219**	**284**	**186**	**334**	**57**	**81**	**1385**	**$243,715**	**$5,800**	**$18,475**	**$31,076.98**	**$76,000**	**$27,430**	**$35,700**	**$10,200**	**$204,681.98**	**$448,396.98**

VEBS
Project Management
Site-Civil
Proc-Mechanical
Permitting Assistance
Assistance with PI&D and Control Strategies
Opinion of Probable Construction Costing
BODR Lead
Technical Specifications Lead
Bid Phase Lead

Assumptions
Please refer to Scope of Services

City Responsibilities
Please refer to Scope of Services

Original Fee	**$388,705**	**$7,000**	**$23,310**	**$51,230.98**	**$102,600**	**$39,460**	**$45,500**	**$15,000**	**$284,100.98**	**$672,805.98**
% reduction	37%	17%	21%	39%	26%	30%	22%	32%	28%	33%

AGENDA ITEM NO. 6.v

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: July 22, 2026

SUBMITTED BY: Kim Clayback, Public Works & Utilities

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Work Assignment for a Seawall Feasibility Study

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The seawalls along the City's coastline are approaching the end of their useful life. Additionally, predicted sea level rise will impact the ability to keep river water in the river. The Feasibility Study will allow us to prioritize, plan for, and find funding for necessary replacement or repairs.

FINANCIAL IMPACT:
Approved in the FY2026 Adopted Budget under GL (40254110-534000).

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the work assignment for a Seawall Feasibility Study.

ATTACHMENTS:
Work Assignment for Seawall Feasibility Study
Scope of Work
Sub-Consultant Usage List

PROFESSIONAL SERVICES WORK ASSIGNMENT COVER SHEET

CONTRACT NO. RFQ 26-03MK
BETWEEN
NAME OF FIRM: HR Green
and
CITY OF BRADENTON

CITY WORK ASSIGNMENT NO. SW01

WORK ASSIGNMENT TITLE: Seawall Feasibility Study

The following documents are required and are attached and incorporated as part of this Work Assignment:

1. ~~DIRECT SELECT FORM, IF APPLICABLE~~
2. SCOPE OF SERVICES
3. WORK ASSIGNMENT SCHEDULE
4. PROJECT BUDGET
5. LOCAL SUB-CONSULTANT USAGE, IF APPLICABLE

NEGOTIATED FEE: $219,500

CONSULTANT'S PROJECT MANAGER:
NAME: Devyn Brown TITLE: Sr Project Manager

EMAIL: devyn.brown@hrgreen.com PHONE: 941 228-4074

CITY'S PROJECT MANAGER:
NAME: Kim Clayback TITLE: Sr Engineer & Strategic Planner, PWU

EMAIL: kim.clayback@bradentonFL.gov PHONE: 941 290-9355

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.

Upon execution below by all parties this Work Assignment shall be deemed to be an integral part of the above Contract.

CONSULTANT PROJECT MANAGER: Devyn Brown, PE
(PRINT NAME)
SIGNATURE: Devyn Brown Date July 7, 2026

CITY PROJECT MANAGER: Kim Clayback, PE
(PRINT NAME)
SIGNATURE: Kim B Clayback, PE Digitally signed by Kim B Clayback, PE Date: 2026.07.08 07:51:06 -04'00' Date

CITY: Gene Brown, Mayor
(PRINT NAME)
SIGNATURE: Date

THIS **AGREEMENT** is between City of Bradenton (hereafter “CITY”) and HR Green, Inc. (hereafter "CONSULTANT").

1.0 Project Understanding

1.1 General Understanding

CONSULTANT is pleased to provide our proposal for professional civil engineering services to City of Bradenton (CITY) for the Seawall Feasibility Analysis within the limits shown on the map below, based on the map provided by the CITY. The work will be completed consistent with RFQ 26-013MK: Agreement for Engineering Continuing Services – Stormwater that was executed on April 22, 2026. CONSULTANT will provide the civil engineering scope of services as identified on the following pages.

The shoreline is made up of a mixture of natural features and manmade structures, such as bulkhead and seawalls. The CITY is requesting a high-level condition assessment of these features and structures to help prioritize further action for resiliency against sea level rise. The scope of work below will detail our process and steps to provide technical information and guidance towards the Feasibility Analysis.

1.2 Design Criteria/Assumptions

It is understood that the limits of the seawalls are as provided by the CITY as shown on the map below, approximately 18,500 LF (+/-). Once the analysis report is drafted, the CONSULTANT will present the findings to the CITY at a meeting and incorporate any comments the CITY may have into the report. The final report will be presented to the City Council, if the CITY desires. In most cases, Due Diligence Inspections do not include the level of detail necessary to transition directly into design of repairs; therefore, it is likely that a Repair Design Inspection would be necessary as part of the final engineering process to produce Issued-for-Construction (IFC) documents, in alignment with standards and codes.

2.0 Scope of Services

The scope of work for this project includes physical inspection and evaluation of approximately 18,500 linear feet of seawalls owned by the CITY and engineering interpretations of the findings.



The report will be prepared to include the evaluation of the on-site inspections, with photographs of each location, and document the deficiencies, recommendations for remediation, repair, or replacement, prioritization matrix, and preliminary engineering cost estimates with cost inflation with the year constructed.
The independent tasks are identified below:

2.1 Task 1 – Project Management

a) Overall project management and coordination with City of Bradenton Public Works and Utilities Department.
b) Conduct a project kick-off meeting with the City to discuss the scope, data request list, field evaluation concerns, public notification of inspection by City (if required), and any other relevant information/issues provided by the City. Prepare meeting notes.

2.2 Task 2 – Field Data Collection

a) Coordinate with CITY to obtain all available as-built or existing data for the existing seawalls within the scope of work. The CONSULTANT will utilize the Vulnerability Assessment that was prepared for Manatee County and the other background data that the CITY may have for the existing seawalls.
b) Conduct physical inspections utilizing a shallow draft vessel and/or topside pedestrian access. The inspection services will be performed using guidance from the American Society of Civil Engineers (ASCE) Waterfront Facilities Inspection and Assessment Manual No. 130. This will include any publicly accessible areas and exclude those on private property, unless otherwise directed and coordinated by the CITY. Inspection activities will be performed under the direction of a licensed professional engineer (PE) in the State of Florida. During the inspections, gather the basic amount of necessary information to form high-level opinion of the site and/or structure(s) conditions, such that recommendations with order-of-magnitude cost estimates can be made.
c) One (1) meeting will be conducted with the CITY to discuss findings from field data collection, prior to report preparation to provide the CITY with preliminary findings and discuss any potential concerns during field investigation.

2.3 Task 3 – Report Preparation and Presentation

a) After reviewing field data, the DRAFT Feasibility Analysis will be prepared, including:
    a. Executive Summary – General Opinions and Recommendations
    b. Introduction – Background & Scope
    c. Existing Conditions – High Level Summary of Findings w/Key Photographs
    d. Evaluation – Engineering Commentary
    e. Recommendations (include three (3) scenarios: replacing in kind and replacing using sea level rise estimates for 2050 and 2070) – Directions on next steps:
        i. Recommended Repairs if Necessary
            1. Engineering Controls
        ii. Recommended Actions If Necessary
            1. Administrative Controls
            2. Additional Investigation(s)
            3. Engineering Analysis(es)
    f. Preliminary Engineering Cost Estimates for Alternatives
    g. Appendices include:
        i. Drawing(s)

ii. Photographs
iii. References

b) Prepare for/Attend one (1) meeting with the City of Bradenton Public Works and Utilities Department to present the Feasibility Analysis Report including the inspection findings, recommendations, and associated costs.
c) The CONSULTANT will incorporate the CITY comments into the report and prepare the FINAL report to provide to the CITY.
d) Prepare for/Attend one (1) meeting with City Council, if desired by the City of Bradenton Public Works and Utilities Department, to present findings and report.

3.0 Deliverables and Schedules Included in this Agreement

CONSULTANT will provide the following deliverables:

3.1 Task 1 – Project Management

a) Meeting minutes for Kick-off meeting.

3.2 Task 2 – Field Data Collection

a) GIS files that include field notes, photographs, and measurements.
b) Meeting minutes.

3.3 Task 3 – Report Preparation and Presentation

a) One (1) PDF copy of the DRAFT Seawall Feasibility Analysis.
b) Meeting minutes for City staff meeting.
c) One (1) PDF copy of the FINAL Seawall Feasibility Analysis.
d) Meeting minutes and PDF of presentation for Council meeting.

The anticipated schedule is presented below:

Project Schedule for Engineering Services				
	Task Name	**Task Days**	**Estimated Days from NTP***	**Estimated Weeks from NTP***
1	Kick-Off Meeting	1	5	0.7
2	Field Data Collection	44	49	7.0
3	Field Collection Meeting with City	7	56	8.0
4	Prepare DRAFT Seawall Feasibility Analysis	35	91	13.0
5	Report Review Meeting with City	7	98	14.0
6	Prepare FINAL Seawall Feasibility Analysis	14	112	16.0
7	Council Meeting and Presentation	7	119	17.0
	Total Project Duration		119	17.0

***NTP date to be determined at Kick-Off meeting** 17.0 wks

The schedule is subject to coordination with the CITY regarding any unique access issues that could impact timing. The CONSULTANT will promptly alert the CITY if any impacts to the schedule are identified during the project.

This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by the CITY or for delays or other causes beyond the control of CONSULTANT.

4.0 Items not included in Agreement/Supplemental Services

The following items are not included as part of this AGREEMENT:

There are services that we do not anticipate being required for this project and are not included in this proposal. If the CITY determines these services are required, they shall be provided by others or as part of an independent agreement. These services may include, but are not limited to, the following:

- Surveying / Title Services.
- Geotechnical Analysis.
- Environmental Analysis, if required.
- Final Design and Permitting Services.
- Construction Phase Services.

Supplemental services not included in the AGREEMENT can be provided by CONSULTANT under separate agreement, if desired.

5.0 Subconsultants

CONSULTANT shall provide services for field data collection, GIS files, and summary of findings through subconsultant services with S.T. Hudson Engineers, Inc. No other subconsultant services will be utilized for this task order.

6.0 Professional Services Fee

The lump sum fee for the scope of work described herein shall not exceed a total of **$219,500** as shown in the table below. The City shall periodically compensate the Consultant for a portion of the task fee based on mutually agreed upon percentages of completion of each task.

TASK #	DESCRIPTION	FEE
1a	Project Management (HR Green, Inc.)	$ 16,390
1b	Kick-off Meeting and Prepare Notes	$ 8,504
2a	Existing Data Collection (HR Green, Inc.)	$ 26,156
2b	Field Data Collection (S.T. Hudson Engineers, Inc.)	$ 58,950
2c	Field Data Meeting with CITY and Prepare Notes	$ 14,500
3a	DRAFT Report Preparation and Presentation (HR Green, Inc. and S.T. Hudson Engineers, Inc.)	$ 48,000
3b	Report Meeting and Prepare Notes	$ 11,080
3c	FINAL Report Preparation and Presentation (HR Green, Inc.)	$ 17,220
3d	Council Meeting, Presentation, and Prepare Notes	$ 18,700
	Sub-Total	$ 219,500
	Expenses (included in Tasks)	$ 0
	Total	**$ 219,500**

At the direction of the City, CONSULTANT may be requested to provide additional services. These additional services will be billed at the approved standard rates within the Master Agreement for RFQ 26-013MK.

6.1 Payment

The CITY AGREES to pay CONSULTANT on the following basis:

CITY shall compensate the CONSULTANT for the lump sum fee amount as listed below for a total value of Two-Hundred and Nineteen Thousand Five Hundred Dollars and Zero Cents ($219,500.00) for the scope of services as specified prior in this task order; the cost breakdown for this project is as follows:

	TASK NAME	**COST**
1.1	Seawall Inspection Services (includes GIS Deliverable)	$ 124,500
1.2	Feasibility Analysis (includes meeting and report)	$ 95,000
	TOTAL COST	**$ 219,500**

At the direction of CITY and with CONSULTANT Agreement, CONSULTANT may be requested to provide additional services, such as unforeseen but needed professional services, other engineering or permitting, etc. These additional services would be approved by CITY as additional services based on a negotiated fee and schedule adjustment. CONSULTANT shall invoice CITY monthly based on the percentage of work actually completed on this project, with billing payable within 30 days.

7.0 Terms and Conditions

The Terms and Conditions from the Master Agreement RFQ 26-013MK shall prevail for this work.

PROFESSIONAL SERVICES WORK ASSIGNMENT SUB-CONSULTANT USAGE LIST

Work Assignment No. SW01

Agreement No. RFQ 26-03MK

DISCIPLINE	SUB-CONSULTANT (NAME OF FIRM)	LOCATION	REASON (IF NOT SELECTED)	% OF WORK
Marine Engineering	S.T. Hudson Engineers, Inc.	3802 West Bay to Bay Blvd Suite B-22 Tampa, FL 33629-6826		36.4%

PROFESSIONAL SERVICES WORK ASSIGNMENT SUB-CONSULTANT USAGE LIST

DISCIPLINE	SUB-CONSULTANT (NAME OF FIRM)	LOCATION	REASON (IF NOT SELECTED)	% OF WORK
PERCENTAGE OF WORK ASSIGNED TO LOCAL SUB-CONSULTANTS				

AGENDA ITEM NO. 6.w

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: July 22, 2026

SUBMITTED BY: Kristofer Eccles, Public Works & Utilities

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Work Assignment for Upgrades at Lift Stations 2, 4, 10, 27, and 35

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
This work assignment is to replace control panels, deteriorated electrical panels, and associated equipment at five of the City's lift stations: LS02, LS04, LS10, LS27, and LS35. These improvements are necessary to enhance the reliability, operational performance, and resilience of the lift stations. This work assignment also includes connecting a standby bypass pump at LS35. The standby bypass pump will provide additional system redundancy and help prevent sanitary sewer overflows in the event of a power outage, pump failure, or other equipment failure at the lift station.

FINANCIAL IMPACT:
Funded by GL account (40859000-563000-26506).

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the work assignment for Upgrades at Lift Stations 2, 4, 10, 27, and 35.

ATTACHMENTS:

Work Assignment for Upgrades at Lift Stations 2, 4, 10, 27, and 35

WORK ASSIGNMENT

WORK ASSIGNMENT NO. MD7726-1

WORK ASSIGNMENT TITLE: (LS02, LS04, LS10, LS27 & LS35 Upgrades)

Pursuant to the City of Bradenton, Agreement for Manhole lining Services entered into by and between The City of Bradenton, a Florida municipality, hereinafter referred to as the "City" and EMMI (Electrical & Mechanical Maintenance Inc.)., 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 TITLE: LS02, LS04, LS10, LS27 & LS35 Upgrades

Contractor shall perform Tasks as more specifically detailed in Exhibits 1- as follows:

1. SCOPE OF WORK
2. UNIT PRICE SCHEDULE
3. WORK ASSIGNMENT SCHEDULE

Compensation to the Contractor for all of the above identified Services shall not exceed $373,170.30. Compensation for the tasks shall not exceed the amounts set forth as follows:

Task/Description: Installation of new electrical panels for lift stations 2, 4, 10, 27 & 35. Installing a standby bypass pump for LS35.

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 electric motor, pump, and blower repair services and this Work Assignment dated July 09, 2026.

Contractor

BY: Paul Rademaker Digitally signed by Paul Rademaker Date: 2026.07.09 15:04:23 -04'00' Printed

Name: _Paul Rademaker_____

Title:__VP_BusinessDevelopment__ Date: __7-9-26_____

CITY OF BRADENTON

BY:_____

Date: _____

Electrical & Mechanical Maintenance Inc.

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

ESTIMATE

Job No.:	MD7726-1
Received Date:	7/7/2026

Sold To:	**CITY OF BRADENTON** **101 12th St W.** **BRADENTON, FL 34205** **Attn: Finance - PWU Bradenton FL 34205** **Contact: David Lopez-Rivera** **Telephone:**	**Ship To:**	**CITY OF BRADENTON** **1810 1st STREET** **BRADENTON, FL 34208** **NATE BAILEY** **941-932-9512**

Job Number	Received Date	Sales Rep	Customer PO	Terms
MD7726-1	7/7/2026	PR		Net 30

Item #	Description	Qty	Extension
	5 LIFT STATION REHABS FOR CITY OF BRADENTON		
NonInventory	PROPOSAL FOR SCOPE OF WORK TO INCLUDE ALL LABOR, MATERIALS, EQUIPMENT TO BYPASS LIFT STATIONS AS NEEDED FOR ELECTRICAL UPGRADES AND CONNECT EXISTING BYPASS PUMP TO SEWER SYSTEM AT LIFT STATON # 35.PRICING WILL REFLECT THE WORK OULINED IN THE CITY'S DRAWINGS AS WELL AS THE MULTIPLE SITE VISITS AND VERBAL INSTRUCTION GIVEN. WORK WILL BE DONE M-F FROM 8 TO 5 PM. PRICING WILL REFLECT OUR CONTRACY PRICING WITH THE CITY.		0.00
NonInventory	LIFT STATION # 2 $69,157.32		69,157.32
NonInventory	LIFT STATION # 4 $68,848.78		68,848.78
NonInventory	LIFT STATION # 10 $73,736.74		73,736.74
NonInventory	LIFT STATION # 27 $71,770.24		71,770.24
NonInventory	LIFT STATION # 35 $89,657.22		89,657.22
	All Permits are included in price as well as By-Pass Pumping.		

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

Total	$373,170.30

Received By: _____ **Date:** _____

Scope — LS02, LS04, LS10, LS27 & LS35 Upgrades

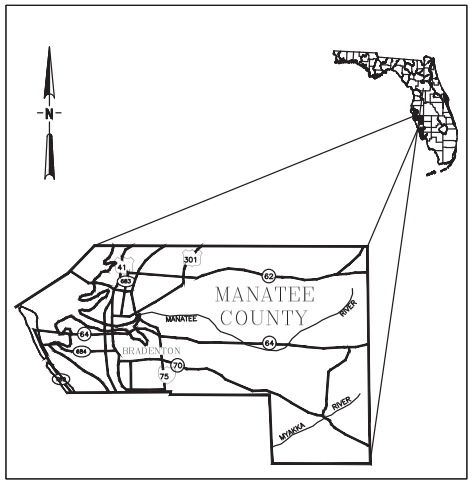
This project consists of the replacement of aging and deteriorated electrical panels and associated equipment at five of the City's lift stations: LS02, LS04, LS10, LS27, and LS35. These upgrades are intended to improve the reliability and operational performance of the lift stations. In addition, the project includes the installation of a much-needed standby bypass pump at LS35 to provide additional system redundancy and help mitigate the risk of sanitary sewer overflows.

Schedule

The contractor will be allotted six months to complete the project, from commencement of construction through final acceptance. The project is scheduled to begin in Fiscal Year 2026. The official start date will be determined following City Council approval, coordination with the contractor, and issuance of a formal Notice to Proceed.

LIFT STATION 2,4 & 10 ELECTRICAL IMPROVEMENTS

BAY TREE ROAD & MANATEE AVENUE STATE ROAD 64 & 18TH STREET EAST / RIVERSIDE DRIVE



SITE VICINITY MAP

BID DRAWINGS

b r a d e n t o n

The Friendly City

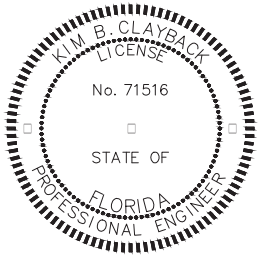
Public Works and Utilities

PREPARED BY:

CITY OF BRADENTON

PUBLIC WORKS and UTILITIES DEPARTMENT

DECEMBER 2025



THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED BY:

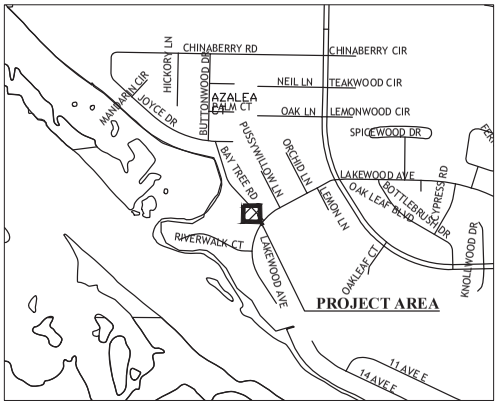
PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED. THE SIGNATURE MUST BE VERIFIED ON THE ELECTRONIC DOCUMENTS.

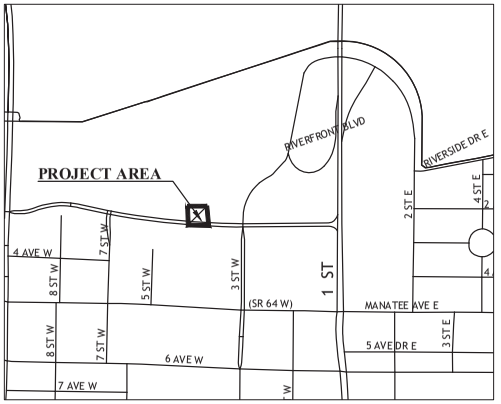
CITY OF BRADENTON
888 13TH STREET EAST
BRADENTON, FL. 34208
PHONE (941) 708-6300

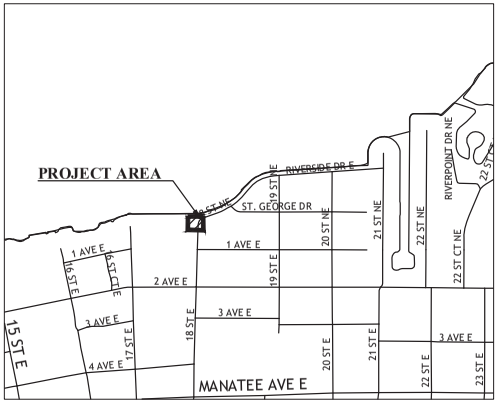
KIM B. CLAYBACK, PE No 71516

ENGINEER OF RECORD:

KIM B. CLAYBACK. P.E.
P.E. NO.: 71516
CITY OF BRADENTON
888 13TH STREET EAST
BRADENTON, FL 34208
(941) 708-6300







LOCATION MAP

GENERAL NOTES

GENERAL

1. THE CONTRACTOR SHALL COMPLY WITH ALL CONDITIONS AND REQUIREMENTS OF ALL PERMITS (CITY OF BRADENTON, MANATEE CO., FDEP, SWFWMD, FDOT, ETC) OBTAINED FOR THIS PROJECT.

2. THE CONTRACTOR IS ADVISED NOT TO SCALE FROM DRAWINGS BUT TO FIELD VERIFY ALL DIMENSIONS. THE DIMENSIONS OF SPECIFIED AND FURNISHED PRODUCTS AND MATERIALS TAKE PRECEDENCE OVER DIMENSIONS INDICATED ON THE DRAWINGS. IF SIGNIFICANT DEVIATIONS OCCUR, THE CONTRACTOR SHALL NOTIFY THE ENGINEER AT LEAST 72 HOURS PRIOR TO CONSTRUCTION FOR A DETERMINATION AND RESOLUTION.

3. CONSTRUCTION MATERIALS QUALITY AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE PROJECT THE CITY OF BRADENTON INFRASTRUCTURE SPECIFICATIONS AND FDOT SPECIFICATIONS AND STANDARDS, AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.

CONSTRUCTION LAYOUT/LIMITS OF CONSTRUCTION

4. THE CONTRACTOR SHALL OBTAIN THE SERVICES OF A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF FLORIDA FOR LAYOUT. PROOF OF LICENSE SHALL BE SUBMITTED TO THE ENGINEER BEFORE BEGINNING LAYOUT.

5. NO DISTURBANCE SHALL BE ALLOWED OUTSIDE OF THE RIGHT OF WAYS AND/OR THE LIMITS OF CONSTRUCTION SHOWN ON THE DRAWINGS UNLESS APPROVED BY THE OWNER OR SPECIFICALLY NOTED ON THE DRAWINGS.

EXISTING CONDITIONS

6. LOCATIONS, ELEVATIONS, AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES, AND OTHER FEATURES ARE SHOWN BASED ON THE BEST INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE DRAWINGS BUT ARE NOT PURPORTED TO BE ABSOLUTELY CORRECT. THERE MAY BE OTHER IMPROVEMENTS, UTILITIES, ETC. WHICH ARE WITHIN THE PROJECT AREA. CONTRACTOR SHALL VERIFY, PRIOR TO CONSTRUCTION, THE LOCATIONS, ELEVATIONS, DIMENSIONS, TYPES, AND CONDITIONS OF ALL EXISTING UTILITIES, STRUCTURES, AND OTHER FEATURES (WHETHER OR NOT SHOWN ON THE DRAWINGS) AFFECTING HIS WORK.

7. PRIOR TO SHOP DRAWING PREPARATION AND SUBMITTAL AND PURCHASE OF RELATED MATERIALS, THE CONTRACTOR SHALL FIELD VERIFY EXISTING UTILITIES (LOCATION, SIZE, MATERIALS OF CONSTRUCTION, OUTSIDE DIAMETER, WALL THICKNESS, ROUNDNESS, ELEVATIONS, ETC.) TO WHICH CONNECTION(S) WILL BE MADE. CONTRACTOR SHALL INCLUDE FIELD MEASUREMENTS ON SHOP DRAWINGS.

8. THE CONTRACTOR SHALL NOTIFY THE OWNER/ENGINEER IN WRITING, WITHIN 24 HOURS, IF CONFLICTS BETWEEN THE DRAWINGS AND ACTUAL CONDITIONS ARE DISCOVERED. THE CONTRACTOR SHALL ACCURATELY RECORD ANY SUCH CONFLICTS ON THE RECORD DRAWINGS.

9. ANY PROPERTY CORNERS, MONUMENTS, OR BENCH MARKS WITHIN THE PROJECT AREA SHALL BE PROTECTED UNLESS OTHERWISE INDICATED FOR DEMOLITION. IF ANY SUCH ITEMS ARE IN DANGER OF DAMAGE OR HAVE BEEN DAMAGED, THE CONTRACTOR SHALL NOTIFY THE OWNER/ENGINEER IMMEDIATELY AND REPLACE/RESTORE THESE ITEMS AT NO ADDITIONAL COST TO THE OWNER. IF OWNER CHOOSES TO SELF PERFORM THE WORK OR INCURS RELATED EXPENSES, THE CONTRACTOR SHALL REIMBURSE THE OWNER FOR ALL COSTS ASSOCIATED WITH THE EFFORT.

ELECTRICAL SPECIFICATIONS

1) STAINLESS STEEL ELECTRICAL CONTROL CABINET WITH HASP FOR PADLOCK. MINIMUM DIMENSIONS SHALL BE NO LESS THAN 24" x 30" x 8".

2) THREE-PHASE POWER SHALL BE SUPPLIED UNLESS OTHERWISE APPROVED.

3) LIGHTNING ARRESTOR SHALL BE INSTALLED INSIDE MAIN DISCONNECT. A PHASE MONITOR WITH CONTACTS TO INTERRUPT CONTROL CIRCUIT SHALL BE INSTALLED IN CABINET.

4) A MANUAL TRANSFER SWITCH FOR EMERGENCY POWER SHALL BE INCLUDED. CONSISTING OF EITHER TWO MAIN BREAKERS MECHANICALLY INTERLOCKED SO ONLY ONE CAN BE ENERGISED AT A TIME OR A DOUBLE THROW SWITCH RATED FOR STATION'S SERVICE.

5) ALL ELECTRICAL WORK SHALL COMPLY WITH MOST RECENT NATIONAL ELECTRICAL CODE.

UTILITY COORDINATION

13. THE CONTRACTOR SHALL NOTIFY ALL UTILITIES NEAR THE PROJECT AREA AT LEAST 48 HOURS PRIOR TO CONSTRUCTION. THIS SHALL INCLUDE NOTIFYING "SUNSHINE STATE ONE CALL OF FLORIDA" AT LEAST 48 HOURS PRIOR TO ANY DIGGING WORK TO HAVE ALL EXISTING UTILITIES LOCATED. THE PHONE NUMBER IS 1-800-432-4770 AND THE WEB SITE IS WWW.CALLSUNSHINE.COM. IN INSTANCES WHERE DIGGING OCCURS IN WETLANDS, THE NOTIFICATION PERIOD SHALL BE INCREASED FROM AT LEAST 48 HOURS TO AT LEAST 10 DAYS.

14. FLORIDA LAW (FS 553.851) REQUIRES THAT PERSONS MAKING EXCAVATIONS IN PUBLIC STREETS, ALLEYS, RIGHT-OF-WAYS OR UTILITY EASEMENTS MUST FIRST OBTAIN INFORMATION ON LOCATIONS OF UNDERGROUND GAS PIPELINES.

15. THE CONTRACTOR SHALL PRESERVE AND MAINTAIN EXISTING UTILITIES, STRUCTURES, AND OTHER FEATURES WITHIN THE PROJECT AREA. ANY DAMAGE SHALL BE REPAIRED BY AND AT THE EXPENSE OF THE CONTRACTOR TO THE SATISFACTION OF THE OWNER.

16. THE CONTRACTOR IS RESPONSIBLE FOR BRACING, SHORING, OR PROVIDING OTHER MEANS NECESSARY TO PROTECT AND SUPPORT EXISTING UTILITIES, STRUCTURES, AND OTHER FEATURES (EXPOSED OR UNEXPOSED) THAT MAY BE IMPACTED BY HIS WORK.

17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING POWER/TELEPHONE COMPANIES AND ARRANGING TO HAVE UTILITIES POLES HELD AND/OR GUY WIRES REMOVED AND REPLACED, IF NECESSARY FOR CONSTRUCTION, AT NO ADDITIONAL COST TO THE OWNER.

SAFETY

18. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO BECOME FAMILIAR WITH THE OSHA EXCAVATION SAFETY STANDARDS AND TO ABIDE BY THEM AS COVERED UNDER THE FLORIDA TRENCH SAFETY ACT.

19. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR CONSTRUCTION SAFETY.

RESTORATION

20. ALL PAVING, STABILIZED EARTH, DRIVEWAYS, CURBS, SIDEWALKS, FENCES, SOD, LANDSCAPING, CULVERTS, ETC. DISTURBED BY CONSTRUCTION ACTIVITIES SHALL BE RESTORED TO THEIR ORIGINAL CONDITIONS OR BETTER BY AND AT THE EXPENSE OF THE CONTRACTOR TO THE SATISFACTION OF THE OWNER.

ACCESS/MAINTENANCE OF FACILITIES

21. THE CONTRACTOR SHALL PROVIDE ACCESS TO ALL EXISTING UTILITIES/FACILITIES AND MAINTAIN UNINTERRUPTED SERVICES THROUGHOUT THE CONTRACT PERIOD.

MAINTENANCE OF TRAFFIC

22. THE CONTRACTOR SHALL MAINTAIN TRAFFIC IN ACCORDANCE WITH FDOT STANDARD INDEX SERIES 600 AND THE TECHNICAL SPECIFICATIONS. THE CONTRACTOR SHALL FURNISH, ERECT, AND MAINTAIN ALL NECESSARY TRAFFIC CONTROL AND SAFETY DEVICES THROUGHOUT THE PROJECT. ONE TRAFFIC LANE MUST BE MAINTAINED AT ALL TIMES WITH THE USE OF FLAGGER IF NECESSARY. ALL TRAFFIC LANES MUST BE OPEN FOR TRAFFIC AT THE CLOSE OF WORKDAYS. ALL SIGNING, BARRICADES, LIGHTING, AND FLAGGERS SHALL BE INCLUDED IN THE LUMP SUM COST.

23. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SAFE MAINTENANCE OF PEDESTRIAN AND VEHICULAR TRAFFIC AT ALL TIMES DURING THE DURATION OF THE PROJECT.

24. TRAFFIC CONTROL ON ALL FDOT, LOCAL AND COUNTY RIGHTS-OF-WAY SHALL MEET THE REQUIREMENTS OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (U.S. DOT/FHA) AND THE REQUIREMENTS OF THE STATE AND ANY LOCAL AGENCY HAVING JURISDICTION. IN THE EVENT THAT THE CONTRACT DOCUMENTS AND THE JURISDICTIONAL AGENCY REQUIREMENTS ARE NOT IN AGREEMENT. THE MOST STRINGENT SHALL GOVERN.

PIPING NOTES

25. LAY PIPE TO UNIFORM GRADE BETWEEN INDICATED ELEVATION POINTS. CONTRACTOR SHALL TAKE CARE TO PROVIDE PROPER GRADE ELEVATIONS AND ALIGNMENTS.

26. SIZE OF FITTINGS SHOWN ON PLANS SHALL CORRESPOND TO THE ADJACENT STRAIGHT RUN OF PIPE UNLESS NOTED OTHERWISE. TYPE OF JOINT AND FITTING MATERIAL SHALL BE AS SPECIFIED FOR THE ADJACENT STRAIGHT RUN OF PIPE UNLESS NOTED OTHERWISE.

UTILITY SEPARATION

27. EACH PROPOSED UTILITY SHALL BE LAID TO ACHIEVE THE MINIMUM HORIZONTAL SEPARATION BETWEEN IT AND OTHER UTILITIES IN ACCORDANCE WITH THE TYPICAL UTILITY HORIZONTAL SEPARATION DETAIL AND FDEP REQUIREMENTS.

28. AT LOCATIONS WHERE A PROPOSED UTILITY CROSSES ANOTHER UTILITY, THE PROPOSED UTILITY SHALL BE INSTALLED IN ACCORDANCE WITH THE TYPICAL UTILITY CONFLICT DETAIL AND FDEP REQUIREMENTS.

29. IN THE EVENT THAT A UTILITY CONFLICT CAN NOT BE RESOLVED BY MAKING A MINOR ROUTE ADJUSTMENT OR BY UTILIZING THE TYPICAL UTILITY CONFLICT DETAIL, THE CONTRACTOR SHALL NOTIFY THE OWNER/ENGINEER FOR A WORK AROUND TO THE UTILITY CONFLICT.

PROJECT SPECIFIC:

30. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ANY TEMPORARY CONSTRUCTION EASEMENTS THAT MAY BE REQUIRED FOR THE INSTALLATION OF THE WATER MAIN.

31. IT IS THE INTENT OF THIS CONTRACT THAT EXISTING WATER LINES WILL REMAIN IN SERVICE AND UNDAMAGED UNTIL SERVICE CONNECTIONS ON THAT SECTION OF PIPE HAVE BEEN SUCCESSFULLY MOVED TO THE NEWLY INSTALLED AND ACCEPTED WATER MAINS.

32. THE FIRE HYDRANT ASSEMBLY SHALL BE EXCAVATED AND REMOVED TO 24" BELOW GRADE LEVEL AND THE PIPE CAPPED WITH CONCRETE. SALVAGED FIRE HYDRANTS SHALL BE TRANSPORTED BY THE CONTRACTOR TO THE CITY'S FACILITY AT 13TH AVENUE WEST IN A CITY DESIGNATED AREA.

33. ALL CONSTRUCTION SHALL MEET THE MINIMUM REQUIREMENTS OF THE CITY OF BRADENTON PUBLIC WORKS UTILITY STANDARDS, LATEST REVISION AND EXCEED THE REQUIREMENTS OF THOSE SPECIFICATIONS WHERE INDICATED ON THESE CONSTRUCTION DRAWINGS OR IN THE PROJECT SPECIFICATIONS.

34. THE CONTRACTOR SHALL INVESTIGATE AND VERIFY OR HAVE VERIFIED THE LOCATION OF EXISTING UTILITIES AND ANY OTHER SUBSURFACE FACILITIES BEFORE STARTING WORK. HE SHALL BE LIABLE FOR ANY EXPENSE RESULTING FROM DAMAGE TO SAME. ANY CONFLICTS WITH EXISTING UTILITIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER AS SOON AS POSSIBLE.

35. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE CITY OF BRADENTON PUBLIC WORKS AND UTILITIES DEPARTMENT, ENGINEER 24 HOURS PRIOR TO ANY WORK AT SITE & 48 HOURS PRIOR TO ANY TESTING. WATER MAINS TIE-INS REQUIRING WATER SERVICE TO BE SHUT OFF SHALL BE MADE WHEN REQUIRED BY CITY OF BRADENTON PUBLIC WORKS AND UTILITIES DEPARTMENT.

36. THE CONTRACTOR SHALL COORDINATE HOLDING OF POLES WITH UTILITY COMPANIES IN ADVANCE SO UNNECESSARY DELAYS OF PROJECT SHALL NOT BE INCURRED. THE COST FOR THE HOLDING OF THE POWER POLES SHALL BE INCLUDED IN THE WATER MAIN UNIT COST ITEMS CONTAINED IN THE PROPOSAL.

DRAWING INDEX

DWG. NO.	DESCRIPTION
G-1	COVER SHEET
G-2	GENERAL NOTES AND DRAWING INDEX
G-3	ABBREVIATIONS, CIVIL LEGEND and UTILITY CONTACTS
G-4	STORMWATER POLLUTION PREVENTION PLAN NOTES
G-5	STORMWATER POLLUTION PREVENTION PLAN DETAILS
G-6	STORMWATER POLLUTION PREVENTION PLAN DETAILS
C-1	LIFT STATION 2 EXISTING & PROPOSED CONDITIONS
C-2	LIFT STATION 4 EXISTING & PROPOSED CONDITIONS
C-3	LIFT STATION 10 EXISTING CONDITIONS
C-4	LIFT STATION 10 EXISTING CONDITIONS
C-5	LIFT STATION 10 EXISTING & PROPOSED CONDITIONS
C-6	LIFT STATION 10 PROPOSED CONDITIONS
C-7	LIFT STATION 10 EXISTING CONDITIONS
C-8	LIFT STATION 10 PROPOSED CONDITIONS
C-9	LIFT STATION 10 EXISTING & PROPOSED OUTSIDE CONDITIONS
C-10	LIFT STATION 10 EXISTING & PROPOSED OUTSIDE CONDITIONS
C-11	LIFT STATION 10 EXISTING & PROPOSED OUTSIDE CONDITIONS
C-12	DETAILS
C-13	DETAILS
C-14	DETAILS

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 K.B.C.,D.L.R.
DRAWN S.R.N.
CHECKED K.B.C.
KIM B. CLAYBACK, P.E.
PROJECT ENGINEER

bradenton — The Riverside Style — Public Works and Utilities

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

LIFT STATION 2,4 & 10
ELECTRICAL IMPROVEMENTS

GENERAL NOTES and
DRAWING INDEX

KIM B. CLAYBACK, PE
REG. PROF. ENGINEER #71516

DATE DEC, 2025
SCALE NONE
PROJECT NO. 40859000-563000-#####
DWG. NO. G-2

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

Filename: P:\ENGINEERING\INTERNAL PROJECTS\LIFT STATIONS\LS 2,4 & 10 LIFT STATION ELECTRICAL IMPROVEMENTS\LIFT STATION 2,4 & 10 ELECTRICAL IMPROVEMENTS-12.17.25.DWG
Saved on: 6/1/2026 3:52:01 PM By: S.JUNEZ Date Plotted: 6/1/2026 4:03:26 PM

CIVIL LEGEND

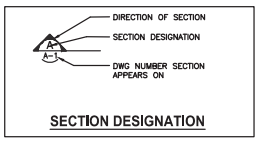
NOTE: IN GENERAL, LIGHT OR SCREENED LINES INDICATE EXISTING OR WORK OF OTHER TRADES, BOLD LINES INDICATE PROPOSED WORK

EXISTING	DESCRIPTION	PROPOSED
	CONTROL POINT	
	PIPE FOUND	
	IRON ROD FOUND	
	MONUMENT FOUND	
	CONCRETE POWER POLE	
	TRAFFIC POLE	
	LIGHT POLE	
	WOOD UTILITY POLE	
	GUY WIRE	
	ELECTRIC BOX	
	UTILITY PEDESTAL	
	WATER METER	
	WATER VALVE	
	BACKFLOW PREVENTER	
	FIRE HYDRANT	
	MITERED END SECTION	
	SANITARY MANHOLE	
	STORM MANHOLE	
	TELEPHONE MANHOLE	
	MANHOLE	
	GAS MARKER	
	TELEPHONE UTILITY	
	MAILBOX	
	SIGN	
	FIBER OPTIC	
	UTILITY VAULT	
	CLEAN OUT	
	GAS VALVE	
x	FENCE LINES	
OE OE	OVERHEAD ELECTRIC LINES	
UGE	UNDERGROUND ELECTRIC LINES	
UGW	UNDERGROUND WATER LINES	W
GAS	UNDERGROUND GAS LINES	
SAN	SANITARY SEWER LINES	
STM	STORM SEWER LINES	
UGT	UNDERGROUND TELEPHONE	
ROW	RIGHT OF WAY	
	WATER MAIN TO BE ABANDONED IN PLACE	
	PALM	
	OAK	
	PINE	

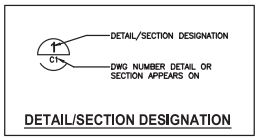
STANDARD ABBREVIATIONS

ARV	AIR RELEASE VALVE
ASTM	AMERICAN SOCIETY FOR TESTING AND MATERIALS
AVE	AVENUE
AWWA	AMERICAN WATER WORKS ASSOCIATION
B/L	BASELINE OF CONSTRUCTION
BFP	BACKFLOW PREVENTER
BFV	BUTTERFLY VALVE
BLDG	BUILDING
BLVD	BOULEVARD
BM	BENCH MARK
BO	BLOW-OFF
(C)	COMPUTED MEASUREMENT
COB	CITY OF BRADENTON
DET	DETAIL
DI	DUCTILE IRON
DIA	DIAMETER
DIP	DUCTILE IRON PIPE
DWG	DRAWING
E	EAST
EA	EACH
EL, ELEV	ELEVATION
ELEC	ELECTRICAL
EOP	EDGE OF PAVEMENT
ERCP	ELLIPTICAL REINFORCED CONCRETE PIPE
EXIST	EXISTING
FFE	FINISHED FLOOR ELEVATION
FDC	FIRE DEPARTMENT CONNECTION
FDEP	FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
FG	FINISHED GRADE
FH	FIRE HYDRANT
FL	FLOW LINE
FO	FIBER OPTIC
FT	FOOT
GAL	GALLON
GEN	GENERATOR
GND	GROUND
GV	GATE VALVE
HDD	HORIZONTAL DIRECTIONAL DRILL
HDPE	HIGH DENSITY POLYETHYLENE
HWL	HIGH WATER LEVEL
ID	INSIDE DIAMETER
LF	LINEAR FEET
LS	LIFT STATION
LT	LEFT
LWL	LOW WATER LEVEL
MAX	MAXIMUM
MES	MITERED END SECTION
MH	MANHOLE
MIN	MINIMUM
MISC	MISCELLANEOUS
MJ	MECHANICAL JOINT
N	NORTH
N/A	NOT APPLICABLE
NAD	NORTH AMERICAN DATUM
NAVD	NORTH AMERICAN VERTICAL DATUM
NE	NORTH EAST
NGVD	NATIONAL GEODETIC VERTICAL DATUM
NIC	NOT IN CONTRACT
NPDES	NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM
NTS	NOT TO SCALE
NW	NORTH WEST
OD	OUTSIDE DIAMETER
P/L	PROPERTY LINE
PB	PULL BOX
PID	PARCEL INDENTIFICATION
PP	POWER POLE
PSI	POUNDS PER SQUARE INCH
PT	POINT of TANGENT
PV	PLUG VALVE
PVC	POLYVINYL CHLORIDE
PVMT	PAVEMENT
PWR	POWER
(R)	RECORD MEASUREMENT
RAD	RADIUS
R/W, ROW	RIGHT-OF-WAY
RCP	REINFORCED CONCRETE PIPE
RED	REDUCER
RJ	RESTRAINED JOINT
RT	RIGHT
S	SOUTH
SAN	SANITARY
SCH	SCHEDULE
SE	SOUTH EAST
SR	STATE ROAD
STA	STATION
STCI	STORMWATER CURB INLET
STD	STANDARD
STM	STORM
STMH	STORMWATER MANHOLE
SW	SOUTH WEST
SWFWMD	SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
SY	SQUARE YARD
TBM	TEMPORARY BENCHMARK
TOB	TOP OF BANK
TOC	TOP OF CONCRETE, TOP OF CURB
TOE	TOE OF SLOPE
TYP	TYPICAL
UG	UNDERGROUND
UGE	UNDERGROUND ELECTRIC
UGG	UNDERGROUND GAS
UGT	UNDERGROUND TELEPHONE
UGW	UNDERGROUND WATER
VCP	VITRIFIED CLAY PIPE
VERT	VERTICAL
W	WEST
W/	WITH
WM	WATER MAIN
WSE, WSEL	WATER SURFACE ELEVATION
WT	WEIGHT
WV	WATER VALVE

NOTE:
1. NOT ALL ABBREVIATIONS MAY BE USED FOR THIS PROJECT.



SECTION DESIGNATION



DETAIL/SECTION DESIGNATION

UTILITY CONTACTS

ORGANIZATION	CONTACT AND TITLE	ADDRESS	TELEPHONE NUMBER
CITY OF BRADENTON	KIM CLAYBACK ENGINEERING MANAGER	888-13th AVENUE EAST BRADENTON, FL. 34208	(941) 708-6300
FLORIDA POWER AND LIGHT TRANSMISSION	RALPH DIAZ	700 UNIVERSE BLVD. DEPT. TS4/JW JUNO BEACH, FL 33408	(561) 904-3617
FLORIDA POWER AND LIGHT DISTRIBUTION	GREG COKER	1253 12th AVENUE EAST PALMETTO, FL. 34221	(941) 723-4430
BRIGHT HOUSE	DAN BARBER	5413 SR. 64 EAST BRADENTON, FL. 34208	(941) 748-3816
TECO/PEOPLE'S GAS SYSTEM, INC.	ALEX McFARLANE	8261 VICO CT. SARASOTA, FL. 34240	(813) 275-3762
FRONTIER	DENISE HUTTON	1701 RINGLING BLVD. MCFLSS 4113 SARASOTA, FL. 34236	(941) 906-6722
SUNSHINE ONE-CALL	–	–	1-800-432-4770
MANATEE COUNTY UTILITIES	KATHY McMAHON	4520 66TH ST WEST BRADENTON, FL. 34210	792-8811 EXT. 5002
MANATEE COUNTY TRAFFIC DESIGN DIVISION	MUKUNDA GOPALAKRISHNA	2101 47th TERRACE EAST BRADENTON, FL. 34203	(941) 749-3500 EXT. 7859
CSX R/R TRANSPORTATION	DOUGLAS HALPIN	4901 BELFORD RD. SUITE 130 JACKSONVILLE, FL 32256	(904) 245-1057
BLACK AND VEATCH-TAMPA	KEN SOULE	3405 W MLKJR BLVD SUITE 125 TAMPA, FL 33607	(813) 539-2274
MCI/VERIZON BUSINESS	CHUCK CZUMAK	1701 RINGLING BLVD. SARASOTA, FL 34240	(941) 906-6703
OPITCALTEL	NICK IAFFALDANO	MIAMI, FL	(888) 860-4088
CROWN CASTLE NG	STAKE CENTER LOCATING	SARASOTA, FL	(888) 860-4088

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 K.B.C.,D.R.L.
DRAWN S.R.N.
CHECKED K.B.C.
KIM B. CLAYBACK, P.E.
PROJECT ENGINEER

bradenton
The Personality Side
Public Works and Utilities

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

LIFT STATION 2,4 & 10
ELECTRICAL IMPROVEMENTS

ABBREVIATIONS, CIVIL LEGEND and UTILITY CONTACTS

KIM B. CLAYBACK, PE
REG. PROF. ENGINEER #71516

DATE DEC, 2025
SCALE NONE
PROJECT NO. 40859000-563000-#####
DWG. NO. G-3

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

Filename: P:\ENGINEERING\INTERNAL PROJECTS\LIFT STATIONS\LS 2,4 & 10 LIFT STATION ELECTRICAL IMPROVEMENTS\LIFT STATION 2,4 & 10 ELECTRICAL IMPROVEMENTS-12.17.25.DWG
Saved on: 6/1/2026 11:58:25 AM By: S_NUNEZ Date Plotted: 6/1/2026 11:42:04 PM

SEDIMENT AND EROSION CONTROL NOTES

1. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL NON-REUSABLE SILT FROM THE SITE AND ASSURING PLAN ALIGNMENT AND GRADE IN ALL DITCHES AND SWALES AT COMPLETION OF CONSTRUCTION.
2. THE SITE CONTRACTOR IS RESPONSIBLE FOR REMOVING THE TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES AFTER COMPLETION OF CONSTRUCTION AND ONLY WHEN AREAS HAVE BEEN STABILIZED.
3. ADDITIONAL PROTECTION – ON-SITE PROTECTION IN ADDITION TO THE ABOVE MUST BE PROVIDED THAT WILL NOT PERMIT SILT TO LEAVE THE PROJECT CONFINES DUE TO UNSEEN CONDITIONS OR ACCIDENTS.
4. CONTRACTOR SHALL INSURE THAT ALL DRAINAGE STRUCTURES, PIPES, ETC. ARE CLEANED OUT AND WORKING PROPERLY AT TIME OF ACCEPTANCE.
5. WIRE MESH SHALL BE LAID OVER EACH DROP INLET SO THAT THE WIRE EXTENDS A MINIMUM IF 1FT BEYOND EACH SIDE OF THE INLET STRUCTURE. HARDWARE CLOTH OR COMPARABLE WIRE MESH WITH 1/2 INCH OPENINGS SHALL BE USED. IF MORE THAN ONE STRIP OF MESH IS NECESSARY, THE STRIPS SHALL BE OVERLAPPED.
6. FDOT NO. 1 COARSE AGGREGATE SHALL BE PLACED OVER THE WIRE MESH AS INDICATED ON SEDIMENT FILTER DETAIL (SEE DETAIL G-8). THE DEPTH OF STONE SHALL BE AT LEAST 1FT OVER THE ENTIRE INLET OPENING. THE STONE SHALL EXTEND BEYOND THE INLET OPENING AT LEAST 1.5FT ON ALL SIDES.
7. IF THE STONE FILTER BECOMES CLOGGED WITH SEDIMENT SO THAT IT NO LONGER ADEQUATELY PERFORMS ITS FUNCTION, THE STONES MUST BE PULLED AWAY FROM THE INLET, CLEANED AND REPLACED.
8. SEDIMENT DEPOSITS SHOULD BE REMOVED AFTER EACH RAINFALL OR WHEN THE LEVEL OF DEPOSITION REACHES APPROXIMATELY ONE-THIRD THE HEIGHT OF THE BARRIER.
9. ANY SEDIMENT DEPOSITS REMAINING IN PLACE, AFTER THE SYNTHETIC BALE OR FILTER BARRIERS, AND OR SILT FENCES ARE NO LONGER REQUIRED, SHALL BE DRESSED TO CONFORM TO THE EXISTING GRADE, PREPARED AND SODDED.
10. SHOULD THE FABRIC ON A SILT FENCE OR FILTER BARRIER DECOMPOSE OR BECOME INEFFECTIVE PRIOR TO THE END OF THE EXPECTED USABLE LIFE AND THE BARRIER STILL BE NECESSARY, THE FABRIC SHALL BE REPLACED IMMEDIATELY.
11. SEDIMENT SHALL BE REMOVED AND THE TRAP RESTORED TO ITS ORIGINAL DIMENSIONS WHEN THE SEDIMENT HAS ACCUMULATED 1/3 THE DESIGN DEPTH OF THE TRAP. REMOVED SEDIMENT SHALL BE DEPOSITED IN A SUITABLE AREA IN SUCH A MANNER THAT IT WILL NOT ERODE.
12. THE CONTRACTOR SHALL MAINTAIN A CLEAR PATH FOR ALL SURFACE WATER DRAINAGE STRUCTURES AND SWALES AS WELL AS PROVIDE MEASURES TO PREVENT SILTATION OF STORMWATER TREATMENT SYSTEMS AND CONTROL STRUCTURES DURING ALL PHASES OF CONSTRUCTION. THE CONTRACTOR SHALL UTILIZE WHATEVER MEANS NECESSARY TO MANAGE STORMWATER SUCH THAT IMPACT TO CONSTRUCTION IS MINIMIZED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL WORK, INCLUDING PROVIDING EQUIPMENT, LABOR, FILL, ETC. NECESSARY TO REMEDIATE AND/OR RESTORE ALL AREAS IMPACTED BY EROSION, RUNOFF, AND STORMWATER.
13. FOR ADDITIONAL INFORMATION ON SEDIMENT AND EROSION CONTROL REFER TO "THE FLORIDA DEVELOPMENT MANUAL – A GUIDE TO SOUND LAND AND WATER MANAGEMENT" FROM THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL REGULATION (FDER) CHAPTER 6.
14. EROSION AND SEDIMENT CONTROL BARRIERS SHALL BE PLACED ADJACENT TO ALL WETLAND AREAS WHERE THERE IS POTENTIAL FOR DOWNSTREAM WATER QUALITY DEGRADATION.
15. SOD SHALL BE PLACED IN AREAS WHICH REQUIRE IMMEDIATE EROSION PROTECTION TO ENSURE WATER QUALITIES ARE MAINTAINED.
16. ANY DISCHARGE FROM DEWATERING ACTIVITY SHALL BE FILTERED AND CONVEYED TO A SEDIMENTATION BASIN IN A MANNER WHICH PREVENTS EROSION AND TRANSPORTATION OF SUSPENDED SOLIDS TO THE RECEIVING OUTFALLS.
17. DEWATERING PUMPS SHALL NOT EXCEED THE CAPACITY OF THAT WHICH REQUIRES A CONSUMPTIVE USE PERMIT FROM THE SWFWMD.
18. ALL DEWATERING, EROSION, AND SEDIMENT CONTROL SHALL REMAIN IN PLACE UNTIL AFTER COMPLETION OF CONSTRUCTION, AND REMOVED ONLY WHEN AREAS HAVE BEEN STABILIZED.
19. ALL DISTURBED AREAS SHALL BE GRASSED, FERTILIZED AND MULCHED UNTIL A PERMANENT VEGETATIVE COVER IS ESTABLISHED. CONTRACTOR SHALL USE ADDITIONAL MEASURES TO STABILIZE DISTURBED AREAS THROUGH COMPACTION, SILT SCREENS AND GRASSING. ALL FILL SLOPES 6:1 OR STEEPER TO RECEIVE STAKED SOLID SOD.
20. THE CONTRACTOR SHALL BE REQUIRED TO RESPOND TO ALL WATER MANAGEMENT DISTRICT INQUIRIES, RELATIVE TO COMPLIANCE OF SWFWMD FOR EROSION AND SEDIMENTATION CONTROL. THE COST OF THIS COMPLIANCE SHALL BE PART OF THE CONTRACT.
21. THE CONTRACTOR IS RESPONSIBLE FOR FOLLOWING THE BEST EROSION AND SEDIMENT CONTROL PRACTICES AS OUTLINED IN THE PLANS AND SPECIFICATIONS AND THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT RULES AND REGULATIONS.
22. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ESTABLISHING A PERMANENT STAND OF SOD AND/OR GRASS PER THE CONTRACT DOCUMENTS, THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, CITY OF BRADENTON STANDARDS, AND MEETING THE NPDES FINAL STABILIZATION REQUIREMENTS.
23. THESE PLANS INCLUDING THE POLLUTION PREVENTION PLAN INDICATE THE MINIMUM EROSION & SEDIMENT CONTROL MEASURES REQUIRED FOR THIS PROJECT. CONTRACTOR IS REQUIRED TO INSURE CONFORMANCE TO STATE AND FEDERAL WATER QUALITY STANDARDS AND MAY NEED TO INSTALL ADDITIONAL CONTROLS TO CONFORM TO AGENCIES REQUIREMENTS. IF A WATER QUALITY VIOLATION OCCURS, THE CONTRACTOR SHALL BE WHOLLY RESPONSIBLE FOR ALL DAMAGE AND ALL COSTS WHICH MAY RESULT INCLUDING LEGAL FEES, CONSULTANT FEES, CONSTRUCTION COSTS, AND FINES.
24. 48 HOURS PRIOR TO COMMENCEMENT OF CONSTRUCTION, THE CONTRACTOR WILL SUBMIT A "NOTICE OF INTENT" TO THE FDEP IN ACCORDANCE WITH NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM RULES AND REGULATIONS. (FOR ANY CONSTRUCTION NOT COVERED BY THE OWNER'S "NOTICE OF INTENT" PERMIT")

STORMWATER POLLUTION PREVENTION NOTES

GENERAL

1. THE STORM WATER POLLUTION PREVENTION PLAN ("SWPPP") IS COMPRISED OF THE EROSION AND SEDIMENT CONTROL PLAN, THE STANDARD DETAILS, THE PLAN NARRATIVE, ATTACHMENTS INCLUDED IN SPECIFICATIONS OF THE SWPPP, PLUS THE PERMIT AND ALL SUBSEQUENT REPORTS AND RELATED DOCUMENTS.
2. ALL CONTRACTORS AND SUBCONTRACTORS INVOLVED WITH STORM WATER POLLUTION PREVENTION SHALL OBTAIN A COPY OF THE STORM WATER POLLUTION PREVENTION PLAN AND THE STATE OF FLORIDA NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM GENERAL PERMIT (NPDES PERMIT) AND BECOME FAMILIAR WITH THEIR CONTENTS.
3. THE CONTRACTOR SHALL IMPLEMENT BEST MANAGEMENT PRACTICES AS REQUIRED BY THE SWPPP. ADDITIONAL BEST MANAGEMENT PRACTICES SHALL BE IMPLEMENTED AS DICTATED BY CONDITIONS AT NO ADDITIONAL COST TO THE OWNER THROUGHOUT ALL PHASES OF CONSTRUCTION.
4. BEST MANAGEMENT PRACTICES (BMP'S) AND CONTROLS SHALL CONFORM TO FEDERAL, STATE, OR LOCAL REQUIREMENTS OR MANUAL OF PRACTICE, AS APPLICABLE. THE CONTRACTOR SHALL IMPLEMENT ADDITIONAL CONTROLS AS DIRECTED BY THE PERMITTING AGENCY OR OWNER.
5. CONTRACTOR SHALL DENOTE ON PLAN THE TEMPORARY PARKING AND STORAGE AREA WHICH SHALL ALSO BE USED AS THE EQUIPMENT MAINTENANCE AND CLEANING AREA, AND AREA FOR LOCATING PORTABLE FACILITIES, OFFICE TRAILERS, AND TOILET FACILITIES.
6. SUFFICIENT OIL AND GREASE ABSORBING MATERIALS AND FLOATATION BOOMS SHALL BE MAINTAINED ON SITE OR READILY AVAILABLE TO CONTAIN AND CLEAN-UP FUEL OR CHEMICAL SPILLS AND LEAKS.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING SEDIMENT IN THE DETENTION POND AND ANY SEDIMENT THAT MAY HAVE COLLECTED IN THE STORM SEWER DRAINAGE SYSTEMS IN CONJUNCTION WITH THE STABILIZATION OF THE SITE.
8. ON-SITE AND OFF-SITE SOIL STOCKPILE, AND BORROW AREAS SHALL BE PROTECTED FROM EROSION AND SEDIMENTATION THROUGH IMPLEMENTATION OF BEST MANAGEMENT PRACTICES. STOCKPILE AND BORROW AREA LOCATIONS SHALL BE NOTED ON THE EROSION CONTROL PLAN AND PERMITTED IN ACCORDANCE WITH GENERAL PERMIT REQUIREMENTS.
9. FUEL AND OTHER PETROLEUM PRODUCT SPILLS SHALL BE CONTAINED, CLEANED UP AND REPORTED IMMEDIATELY.
10. THE CONTRACTOR SHALL INSTALL FILTER FABRIC OVER ALL DRAINAGE STRUCTURES FOR THE DURATION OF CONSTRUCTION AND UNTIL ACCEPTANCE OF THE PROJECT BY THE OWNER. ALL DRAINAGE STRUCTURES SHALL BE CLEANED OF DEBRIS AS REQUIRED DURING AND AT THE END OF CONSTRUCTION TO PROVIDE POSITIVE DRAINAGE FLOWS.
11. IF DEWATERING IS REQUIRED, THE CONTRACTOR SHALL OBTAIN ANY APPLICABLE REQUIRED PERMITS. THE CONTRACTOR IS TO COORDINATE WITH THE OWNER AND THE ENGINEER PRIOR TO ANY EXCAVATION.
12. STRIP TOPSOIL AND ORGANIC MATTER FROM ALL AREAS OF THE SITE AS REQUIRED. IN SOME CASES TOPSOIL MAY BE STOCKPILED ON SITE FOR PLACEMENT WITHIN LANDSCAPED AREAS BUT ONLY AS DIRECTED BY THE OWNER.
13. FIELD DENSITY TESTS SHALL BE TAKEN AT INTERVALS IN ACCORDANCE WITH THE LOCAL JURISDICTIONAL AGENCY OR TO FDOT STANDARDS. IN THE EVENT THAT THE CONTRACT DOCUMENTS AND THE JURISDICTIONAL AGENCY REQUIREMENTS ARE NOT IN AGREEMENT, THE MOST STRINGENT SHALL GOVERN.
14. ALL SLOPES AND AREAS DISTURBED BY CONSTRUCTION SHALL BE GRADED AS PER PLANS. THE AREAS SHALL THEN BE SODDED AS SPECIFIED IN THE PLANS, FERTILIZED, AND MAINTAINED UNTIL HARDY GRASS GROWTH IS ESTABLISHED IN ALL AREAS. ANY AREAS DISTURBED FOR ANY REASON PRIOR TO FINAL ACCEPTANCE OF THE JOB SHALL BE CORRECTED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER. ALL EARTHEN AREAS WILL BE SODDED AND MULCHED AS SHOWN ON THE PLANS.
15. ALL CUT OR FILL SLOPES SHALL BE 4 (HORIZONTAL): 1 (VERTICAL) OR FLATTER UNLESS OTHERWISE SHOWN.
16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONTROL OF DUST AND DIRT RISING AND SCATTERING IN THE AIR DURING CONSTRUCTION AND SHALL PROVIDE WATER SPRINKLING OR OTHER SUITABLE METHODS OF CONTROL. THE CONTRACTOR SHALL COMPLY WITH ALL GOVERNING REGULATIONS PERTAINING TO ENVIRONMENTAL PROTECTION.
17. THE CONTRACTOR SHALL TAKE ALL REQUIRED MEASURES TO CONTROL TURBIDITY, INCLUDING BUT NOT LIMITED TO THE INSTALLATION OF TURBIDITY BARRIERS AT ALL LOCATIONS WHERE THE POSSIBILITY OF TRANSFERRING SUSPENDED SOLIDS INTO THE RECEIVING WATER BODY EXISTS DUE TO THE PROPOSED WORK. TURBIDITY BARRIERS MUST BE MAINTAINED IN EFFECTIVE CONDITION AT ALL LOCATIONS UNTIL CONSTRUCTION IS COMPLETED AND DISTURBED SOIL AREAS ARE STABILIZED. THEREAFTER, THE CONTRACTOR MUST REMOVE THE BARRIERS. AT NO TIME SHALL THERE BE ANY OFF-SITE DISCHARGE WHICH VIOLATES STATE WATER QUALITY STANDARDS.

EROSION AND SEDIMENT TRANSPORT PREVENTION

18. THE WORK SPECIFIED IN THIS SECTION CONSISTS OF MEASURES REQUIRED TO CONTROL EROSION AND TRANSPORT OF SEDIMENTS WITHIN AND FROM THE PROJECT AREA, SO AS TO PREVENT THE DEGRADATION OF RECEIVING WATERS, DETRIMENTAL EFFECTS ON PUBLIC OR PRIVATE PROPERTY ADJACENT TO THE PROJECT AND DAMAGE WITHIN THE PROJECT AREA. THESE MEASURES WILL INCLUDE THE CONSTRUCTION AND MAINTENANCE OF TEMPORARY AND PERMANENT EROSION CONTROLS.
19. CONSTRUCTION OPERATIONS SHALL BE RESTRICTED TO THOSE AREAS WHERE IT IS NECESSARY TO PERFORM FILLING OR EXCAVATION TO ACCOMPLISH THE WORK SHOWN ON THE DRAWINGS AND TO THOSE AREAS WHICH MUST BE ENTERED TO CONSTRUCT TEMPORARY OR PERMANENT STRUCTURES. AS SOON AS THE CONDITIONS WILL PERMIT, RIVERS, STREAMS, IMPOUNDMENT, STORMWATER STORAGE AND CONVEYANCE SYSTEMS AND ANY ONSITE RECEIVING WATER BODIES SHALL BE PROMPTLY CLEARED OF ALL OBSTRUCTIONS PLACED THEREIN OR CAUSED BY CONSTRUCTION OPERATIONS. RUNOFF FROM UNSTABILIZED AREAS SHALL BE DIRECTED TO EITHER THE OFFSITE POND OR TREATED THROUGH SILT FENCES BEFORE DISCHARGING FROM THE PROPERTY.

EROSION PRACTICES

20. PERMANENT EROSION CONTROL FEATURES SHALL BE INCORPORATED INTO THE PROJECT AT THE EARLIEST PRACTICAL TIME. TEMPORARY CONTROL FEATURES WILL BE USED TO CORRECT CONDITIONS THAT DEVELOP DURING CONSTRUCTION WHICH WERE NOT FORESEEN AT THE TIME OF DESIGN TO CONTROL EROSION PRIOR TO THE TIME IT IS PRACTICAL TO CONSTRUCT PERMANENT CONTROL FEATURES.
21. TEMPORARY EROSION CONTROL MAY BE USED IN CONTROLLING EROSION IN AREAS WHERE CONDITIONS NOT UNDER THE CONTROL OF THE CONTRACTOR, PRECLUDE COMPLETION OF A SECTION OF A PROJECT IN A CONTINUOUS MANNER, AND FOR CONTROLLING EROSION IN AREAS WHERE CONSTRUCTION OPERATIONS MUST BE PERFORMED SUBSEQUENTLY THAT WILL CAUSE DAMAGE TO PERMANENT EROSION CONTROL FEATURES. TEMPORARY EROSION AND WATER POLLUTION CONTROL FEATURES SHALL CONSIST OF, BUT NOT BE LIMITED TO, GRASS, TEMPORARY MULCHING, SANDBAGGING, SEDIMENT BASINS, SEDIMENT CHECKS/EARTH DITCH CHECKS, BERMS, FLOATING TURBIDITY BARRIERS AND SILT FENCE.

STABILIZATION PRACTICES

22. TEMPORARY STABILIZATION – SOIL STOCK PILES AND DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY TEMPORARILY CEASES FOR AT LEAST 21 DAYS WILL BE STABILIZED WITHIN 7 DAYS FROM THE LAST CONSTRUCTION ACTIVITY IN THAT AREA. THESE AREAS SHALL BE STABILIZED WITH TEMPORARY SEED AND MULCH. THE SURFACE AREAS OF UNPROTECTED ERODIBLE EARTH EXPOSED BY CLEARING AND GRUBBING, EXCAVATION OR FILLING OPERATIONS SHALL BE KEPT TO A MINIMUM AS PRACTICAL.
23. PERMANENT STABILIZATION – ALL DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE PERMANENTLY CEASED WILL BE STABILIZED BY SOD IN ACCORDANCE WITH THE LANDSCAPING PLANS AND/OR CONSTRUCTION PLANS.

STRUCTURAL PRACTICES

24. STAKED SILT SCREENS – WILL BE INSTALLED ACCORDING TO THE PLANS TO PROTECT OFFSITE AREAS FROM ANY POSSIBLE ADVERSE EFFECTS FROM SEDIMENTS. SEDIMENT WILL BE REMOVED FROM THE UPSTREAM SIDE OF ANY SILT SCREEN ONCE THE ACCUMULATED SEDIMENT REACHES 1/3 THE HEIGHT OF THE SILT SCREEN. ANY SEDIMENT DEPOSITS OR SOIL DISTURBANCE CREATED DURING THE INSTALLATION AND REMOVAL OF SILT SCREEN SHALL BE DRESSED TO CONFORM TO THE FINISHED GRADE. THE SILT SCREEN SHALL BE INSPECTED ALONG WITH THE REST OF THE PROJECT ONCE EVERY SEVEN DAYS OR WITHIN 24 HOURS OF A RAINFALL EVENT EXCEEDING 0.5". WHERE DEFICIENCIES EXIST, ADDITIONAL SILT FENCES SHALL BE INSTALLED OR REPLACED. ATTACHMENT OF SILT SCREEN TO EXISTING TREES WILL NOT BE PERMITTED UNLESS APPROVED BY THE PROJECT ENGINEER.

NOTE: THE FOLLOWING CONTROLS CONCERN DAY-TO-DAY ACTIVITIES ON THE SITE. THE SITE SUPERINTENDENT IS RESPONSIBLE FOR SEEING THAT THEY ARE CARRIED OUT APPROPRIATELY.

WASTE DISPOSAL

25. WASTE MATERIALS – ALL WASTE MATERIALS WILL BE COLLECTED AND STORED IN METAL DUMPSTERS AND THEN HAULED TO AN APPROVED DISPOSAL SITE. THE DUMPSTERS WILL MEET ALL CITY SOLID WASTE MANAGEMENT REGULATIONS. ALL TRASH AND CONSTRUCTION DEBRIS FROM THE SITE WILL BE DEPOSITED IN THE DUMPSTER. NO CONSTRUCTION WASTE WILL BE BURIED ON THE SITE. ALL PERSONNEL WILL BE INSTRUCTED IN THE CORRECT PROCEDURE FOR WASTE DISPOSAL. EMPLOYEE WASTE AND OTHER LOOSE MATERIALS, E.G., CUPS, CANS, BAGS, ETC., WILL BE COLLECTED SO AS TO PREVENT THE RELEASE OF "FLOATABLES" DURING RUNOFF EVENTS.
26. HAZARDOUS WASTE – ALL HAZARDOUS WASTE MATERIALS WILL BE DISPOSED OF IN THE MANNER SPECIFIED BY LOCAL OR STATE REGULATIONS, OR BY THE MANUFACTURER.
27. SANITARY WASTE – ALL SANITARY WASTE WILL BE COLLECTED FROM THE PORTABLE UNITS IN A TIMELY MANNER MEETING ALL LOCAL AND STATE REGULATIONS.

OFFSITE VEHICLE TRACKING

28. MONITORING OF OFFSITE TRACKING OF SEDIMENTS AT THE ENTRANCES IS ESSENTIAL WHERE SILT FENCE WILL NOT BE PLACED TO ENABLE ACCESS TO THE SITE. IF IT APPEARS THAT SIGNIFICANT AMOUNTS OF SEDIMENT ARE BEING TRACKED OFF THE SITE, GRAVEL ENTRANCES OR OTHER EQUIVALENT MEASURES ARE RECOMMENDED TO HELP DISLODGE THE SOIL, SEDIMENT AND DIRT BEFORE THE VEHICLES LEAVE THE SITE.

TIMING OF CONTROL MEASURES

29. AREAS WHERE THE GROUND HAS BEEN DISTURBED AND CONSTRUCTION ACTIVITIES TEMPORARILY WILL CEASE FOR MORE THAN 21 DAYS SHALL BE STABILIZED WITH A TEMPORARY SEED AND MULCH WITHIN 7 DAYS OF THE LAST DISTURBANCE. ONCE CONSTRUCTION ACTIVITY CEASES PERMANENTLY IN AN AREA WHERE THE GROUND HAS BEEN DISTURBED, THAT AREA WILL BE STABILIZED WITH SOD OR OTHER SUITABLE STABILIZATION MATERIALS. AFTER THE SITE IS STABILIZED, ALL EXCESS SEDIMENTS AND DEBRIS WILL BE REMOVED FROM THE PONDS AND STORMWATER CONVEYANCE SYSTEM/STRUCTURES RECEIVING DIRECT RUNOFF FROM THE AREA.

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 K.B.C.,D.L.R.
DRAWN S.R.N.
CHECKED K.B.C.
KIM B. CLAYBACK, P.E.
PROJECT ENGINEER

bradenton — The Friendly Side — Public Works and Utilities

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

LIFT STATION 2,4 & 10
ELECTRICAL IMPROVEMENTS

STORMWATER POLLUTION PREVENTION PLAN NOTES

KIM B. CLAYBACK, PE
REG. PROF. ENGINEER #71516

DATE: DEC, 2025
SCALE: NONE
PROJECT NO.: 40859000-563000-#####
DWG. NO.: G-4

Filename: P:\ENGINEERING\INTERNAL PROJECTS\LIFT STATIONS\LS 2,4 & 10 LIFT STATION ELECTRICAL IMPROVEMENTS\LIFT STATION 2,4 & 10 ELECTRICAL IMPROVEMENTS-12.17.25.DWG
Saved on: 6/1/2026 11:58:25 AM By: S_NUNEZ Date Plotted: 6/1/2026 11:42:15 PM

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

OWNER NAME AND ADDRESS

CITY OF BRADENTON
888 13TH AVEUNE EAST
BRADENTON, FL 34208

PROJECT DESCRIPTION
THIS PROJECT CONSISTS OF ELECTRICAL IMPROVEMENTS TO SAID LIFT STATIONS 2,4 & 10.
SEQUENCE OF MAJOR ACTIVITIES

THE ORDER OF MAJOR ACTIVITIES WILL BE AS FOLLOWS:

1. INSTALL SILT FENCE AS SHOWN ON PLANS.
2. STABILIZE CLEARED AREAS WITHIN 48 HOURS OF LAST DISTURBANCE.
3. COMPLETE GRADING AND INSTALL PERMANENT SODDING.
4. WHEN ALL CONSTRUCTION IS COMPLETE, STABILIZE (E.G. SOD, ETC) ANY REMAINING DISTURBED AREAS.

SUFFICIENT PRECAUTIONS SHALL BE TAKEN TO PREVENT POLLUTION OF STREAMS, CANALS, LAKES, RESERVOIRS, WETLANDS, AND OTHER WATER IMPOUNDMENTS. ALSO, OPERATIONS SHALL BE CONDUCTED AND SCHEDULED SO AS TO AVOID POLLUTION OR SILTATION OF STREAMS, WATER BODIES, ETC.

STORM WATER POLLUTION PREVENTION PLAN
INSPECTION AND MAINTENANCE REPORT FORM

(Inspections must occur at least once a week and within 24 hours of the end of a storm event that is 0.50 inches or greater)

FDEP NPDES Stormwater Identification Number: FLR10_____

Location	Rain Data	Type of Control (see below)	Date Installed/ Modified	Current Condition (see below)	Corrective Action/Other Remarks

Condition Code:
G=Good M=Marginal, needs maintenance or replacement P=Poor, needs immediate maintenance or replacement
C=Needs to be cleaned O=Other

Control Type Codes:

1. Silt Fence	10. Storm drain inlet protection	19. Reinforced soil retaining system	28. Tree protection
2. Earth dikes	11. Vegetative buffer strip	20. Gabion	29. Detention pond
3. Structural Diversion	12. Vegetative preservation area	21. Sediment basin	30. Retention pond
4. Swale	13. Retention pond	22. Temporary seed/sod	31. Waste disposal/housekeeping
5. Sediment Trap	14. Construction entrance stabilization	23. Permanent seed/sod	32. Dam
6. Check dam	15. Perimeter ditch	24. Mulch	33. Sand bag
7. Subsurface drain	16. Curb and gutter	25. Hay bales	34. Other
8. Pipe slope drain	17. Paved road surface	26. Geotextile	
9. Level spreaders	18. Rock outlet protection	27. Rip-rap	

Inspector Information:

_____ _____ _____
Name Qualification Date

The above signature also shall certify that this facility is in compliance with the Stormwater Pollution Prevention Plan and the State of Florida Generic Permit for Stormwater Discharge from Large and Small Construction Activities if there are not any incidents of non-compliance identified above.

******

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

POLLUTION PREVENTION PLAN CERTIFICATION

I CERTIFY UNDER PENALTY OF LAW THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ASSURE THAT QUALIFIED PERSONNEL PROPERLY GATHERED AND EVALUATED THE INFORMATION SUBMITTED. BASED ON MY INQUIRY OF THE PERSON OR PERSONS WHO MANAGE THE SYSTEM, OR THOSE PERSONS DIRECTLY RESPONSIBLE FOR GATHERING THE INFORMATION, THE INFORMATION SUBMITTED IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, TRUE, ACCURATE, AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS.

CITY OF BRADENTON
888 13TH ST W BRADENTON, FL 34208

SIGNED: _____ PRINT NAME: _____

DATE: _____

CONTRACTOR'S CERTIFICATION

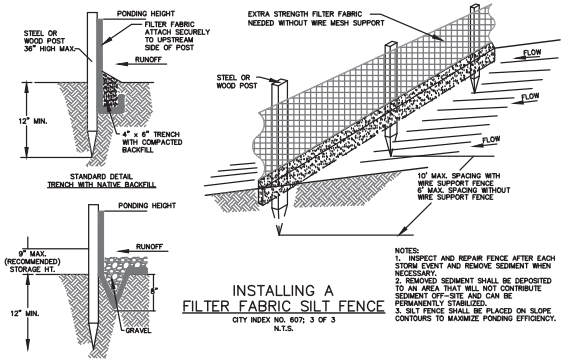
THIS SWPPP MUST CLEARLY IDENTIFY, FOR EACH MEASURE IDENTIFIED WITHIN THE SWPPP, THE CONTRACTOR(S) OR SUBCONTRACTOR(S) THAT WILL IMPLEMENT EACH MEASURE. ALL CONTRACTOR(S) AND SUBCONTRACTOR(S) IDENTIFIED IN THE SWPPP MUST SIGN THE FOLLOWING CERTIFICATION:

"I CERTIFY UNDER PENALTY OF LAW THAT I UNDERSTAND, AND SHALL COMPLY WITH, THE TERMS AND CONDITIONS OF THE STATE OF FLORIDA GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES AND THIS STORMWATER POLLUTION PREVENTION PLAN PREPARED THERE UNDER."

SIGNATURE/DATE: _____
NAME: _____

COMPANY NAME: _____
ADDRESS: _____

TELEPHONE NO: _____
RESPONSIBILITY: _____



INSTALLING A FILTER FABRIC SILT FENCE
CITY INDEX NO. 607; 3 OF 3
N.T.S.

SILT FENCE DETAIL 1 ####
NTS

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Check positive response codes before you dig!

DATE	REVISIONS	BY

DESIGNED K.B.C.,D.L.R.
DRAWN S.R.N.
CHECKED K.B.C.
KIM B. CLAYBACK, P.E.
PROJECT ENGINEER

bradenton The Friendly City Public Works and Utilities

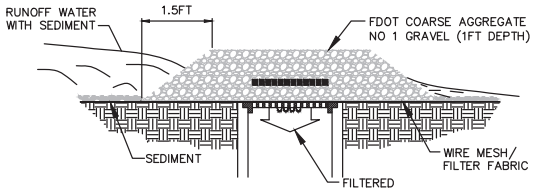
CITY OF BRADENTON
PUBLIC WORKS DEPARTMENT
888 13TH AVENUE EAST BRADENTON, FLORIDA 34208 (941) 708-6300

LIFT STATION 2,4 & 10
ELECTRICAL IMPROVEMENTS

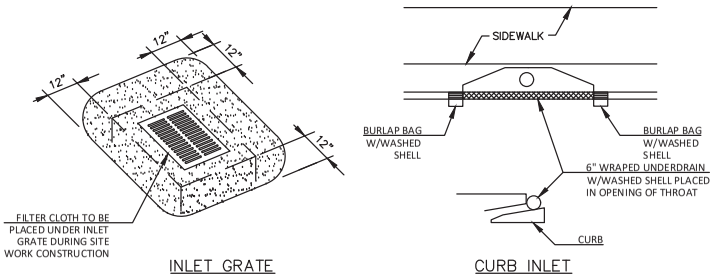
STORMWATER POLLUTION PREVENTION PLAN DETAILS

KIM B. CLAYBACK, PE
REG. PROF. ENGINEER #71516

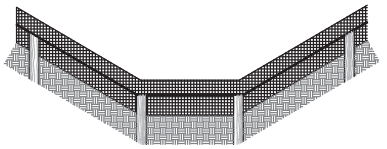
DATE: DEC, 2025
SCALE: NONE
PROJECT NO.: 40859000-563000-#####
DWG. NO.: G-5



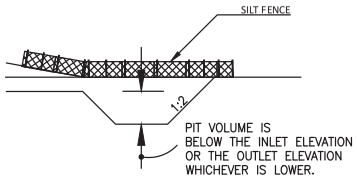
GRAVEL AND WIRE MESH DROP INLET SEDIMENT FILTER



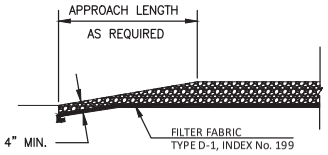
FILTER CLOTH INSTALLATION



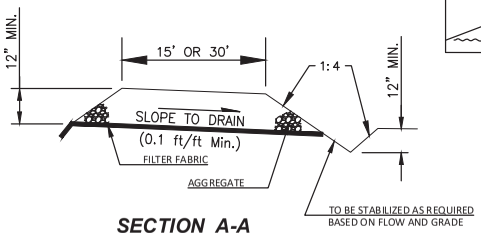
PROPER PLACEMENT OF A FILTER BARRIER IN A DRAINAGE WAY



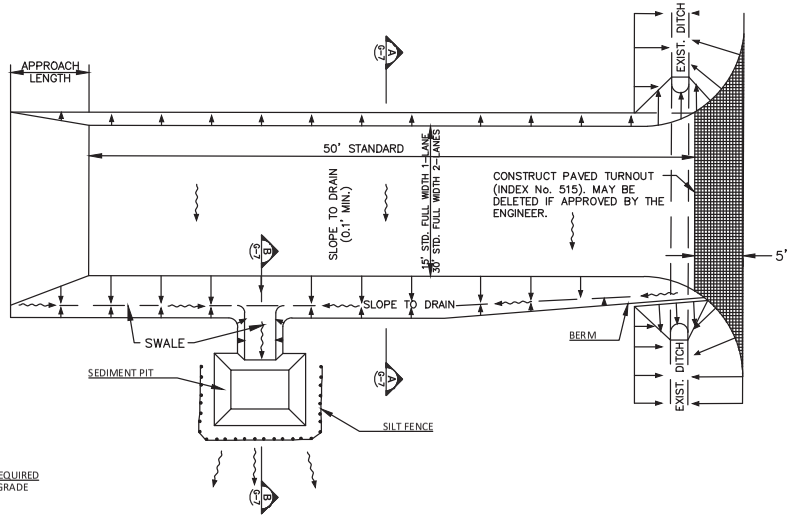
SECTION B-B



TRANSITION DETAIL



SECTION A-A



CONSTRUCTION ENTRANCE

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DATE	REVISIONS	BY

DESIGNED K.B.C.,D.L.R.
DRAWN S.R.N.
CHECKED K.B.C.
KIM B. CLAYBACK, P.E.
PROJECT ENGINEER

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

LIFT STATION 2,4 & 10
ELECTRICAL IMPROVEMENTS

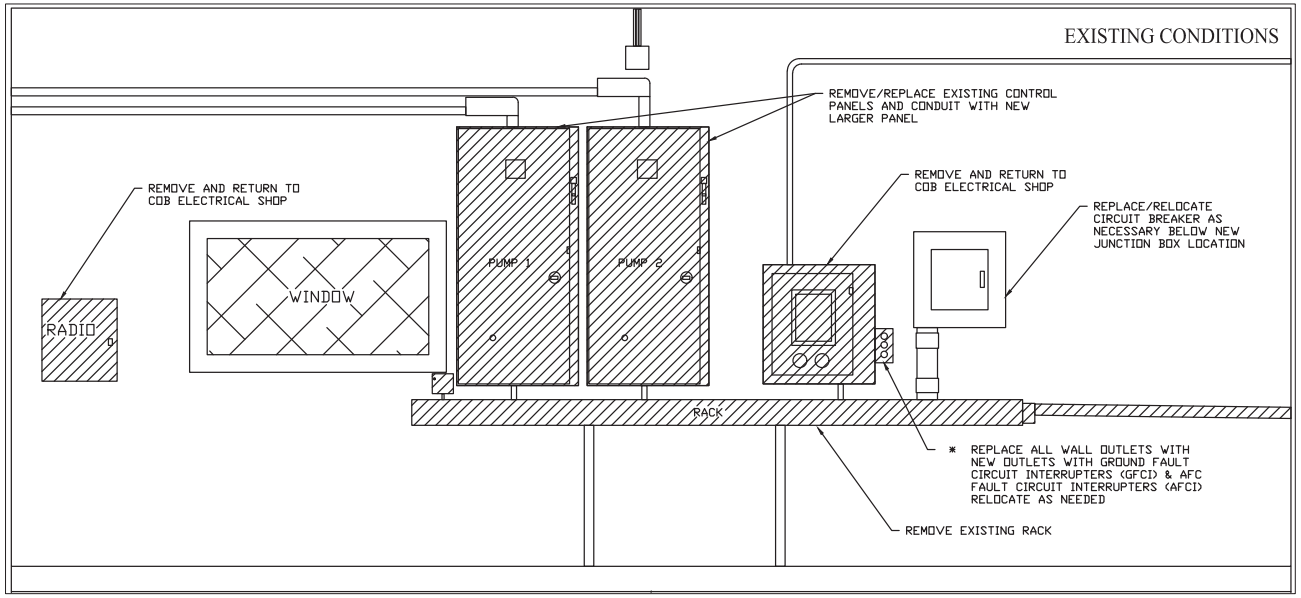
STORMWATER POLLUTION
PREVENTION PLAN DETAILS

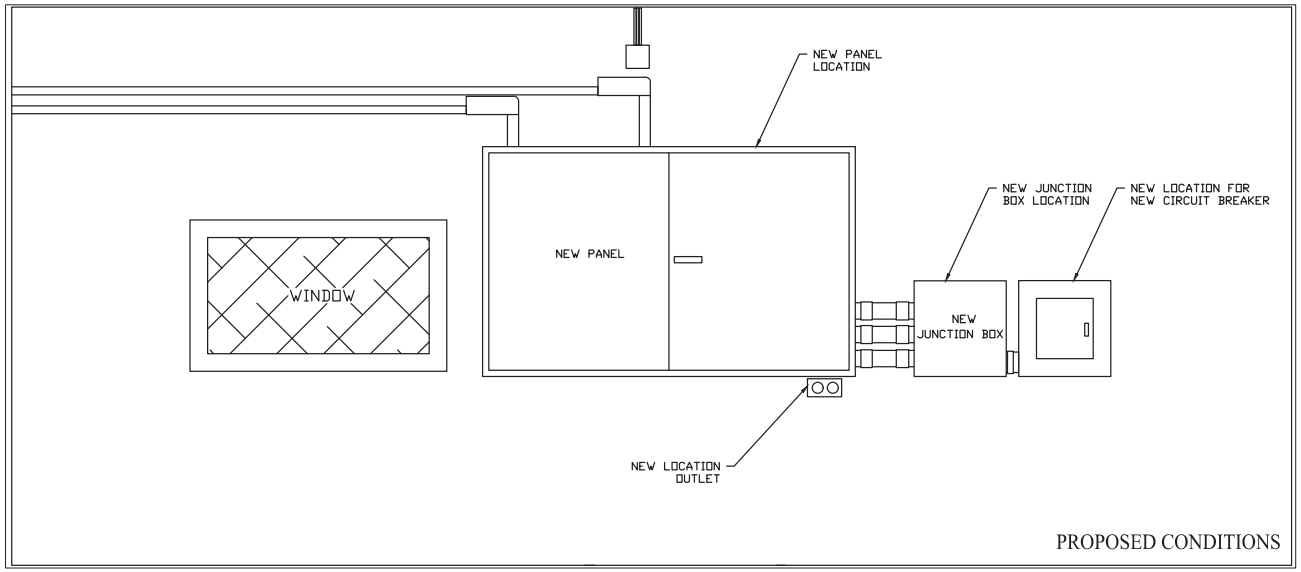
KIM B. CLAYBACK, PE
REG. PROF. ENGINEER #71516

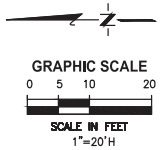
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DEC, 2025	40859000-563000-#####
SCALE	DWG. NO.
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TO BE DEMOLISHED

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DATE	REVISIONS	BY

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DRAWN S.R.N.
CHECKED K.B.C.
KIM B. CLAYBACK, P.E.
PROJECT ENGINEER

bradenton — The Friendly City — Public Works and Utilities

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

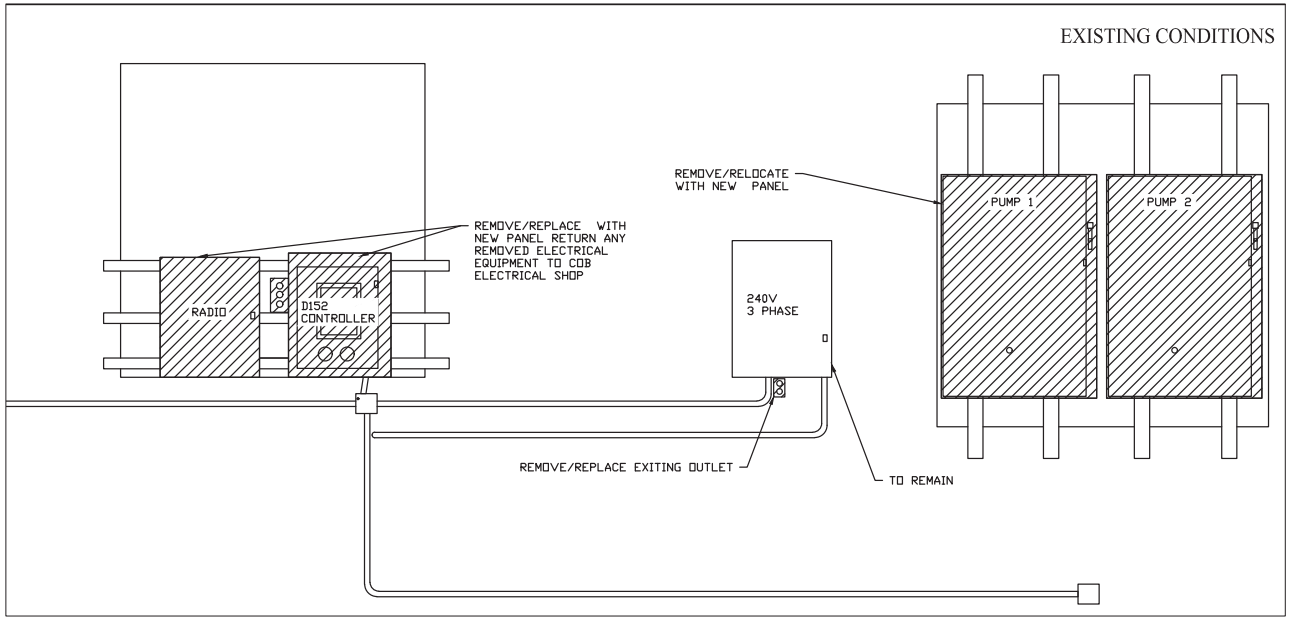
LIFT STATION 2,4 & 10
ELECTRICAL IMPROVEMENTS

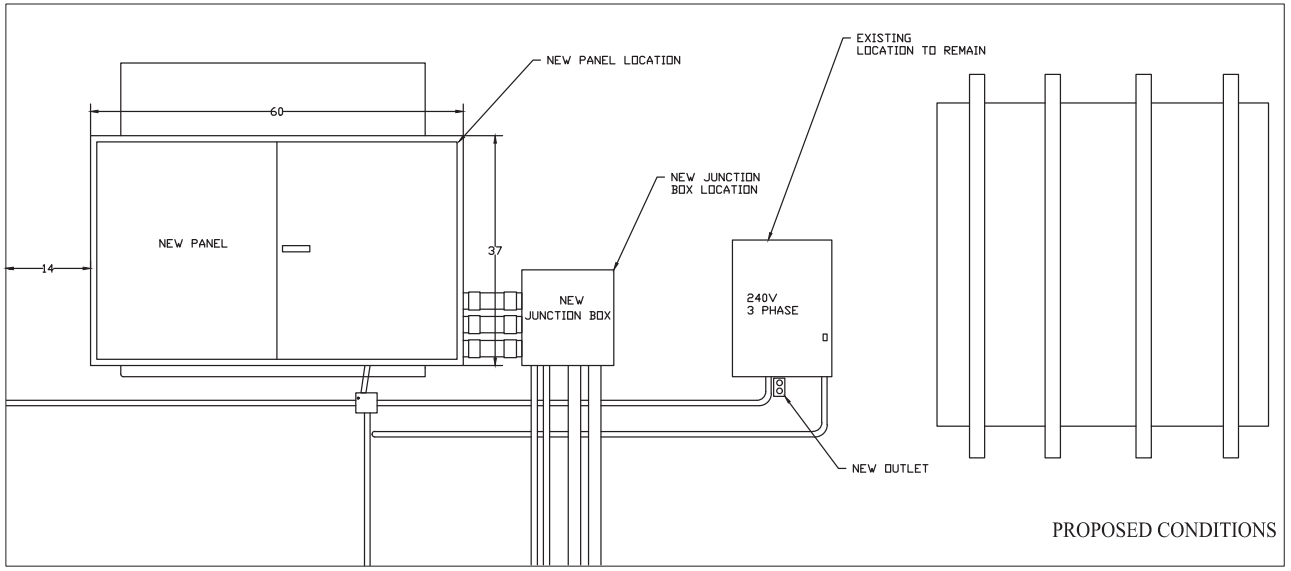
LIFT STATION 2
18TH ST NE EXISTING & PROPOSED CONDITIONS

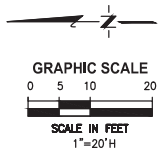
KIM B. CLAYBACK, PE
REG. PROF. ENGINEER #71516

DATE: DEC, 2025
SCALE: 1"=10' H 1"=20' H
PROJECT NO.: ######
DWG. NO.: C-1EC&PC

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CHECKED K.B.C.
KIM B. CLAYBACK, P.E.
PROJECT ENGINEER

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

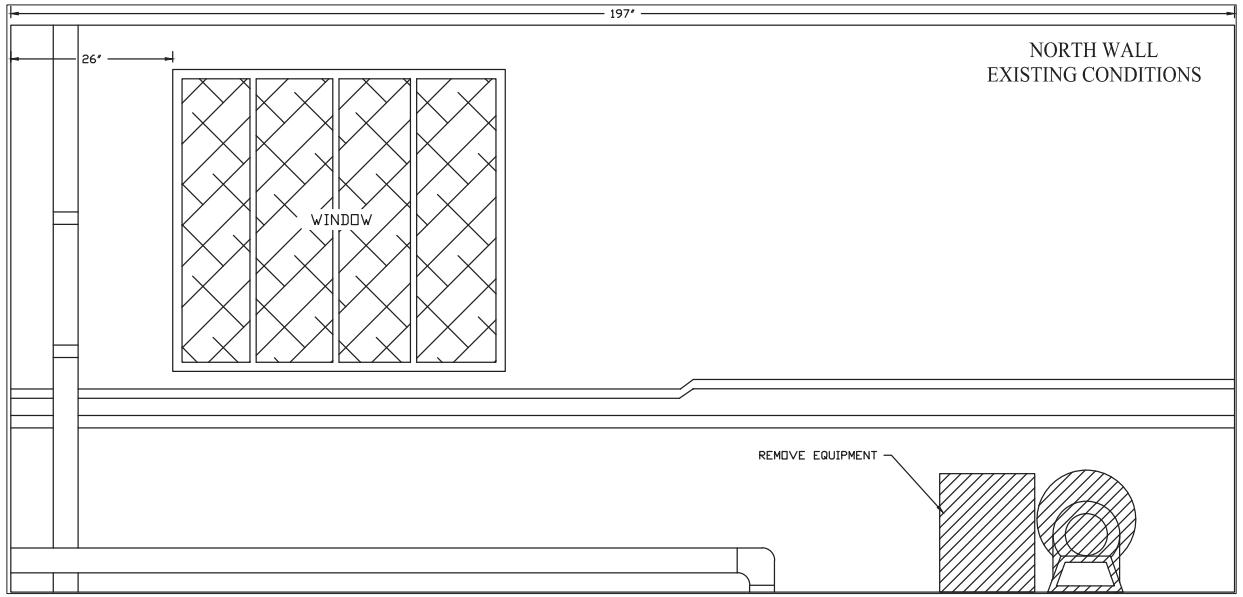
LIFT STATION 2,4 & 10
ELECTRICAL IMPROVEMENTS

LIFT STATION 4
27TH STREET EAST EXISTING & PROPOSED CONDITIONS

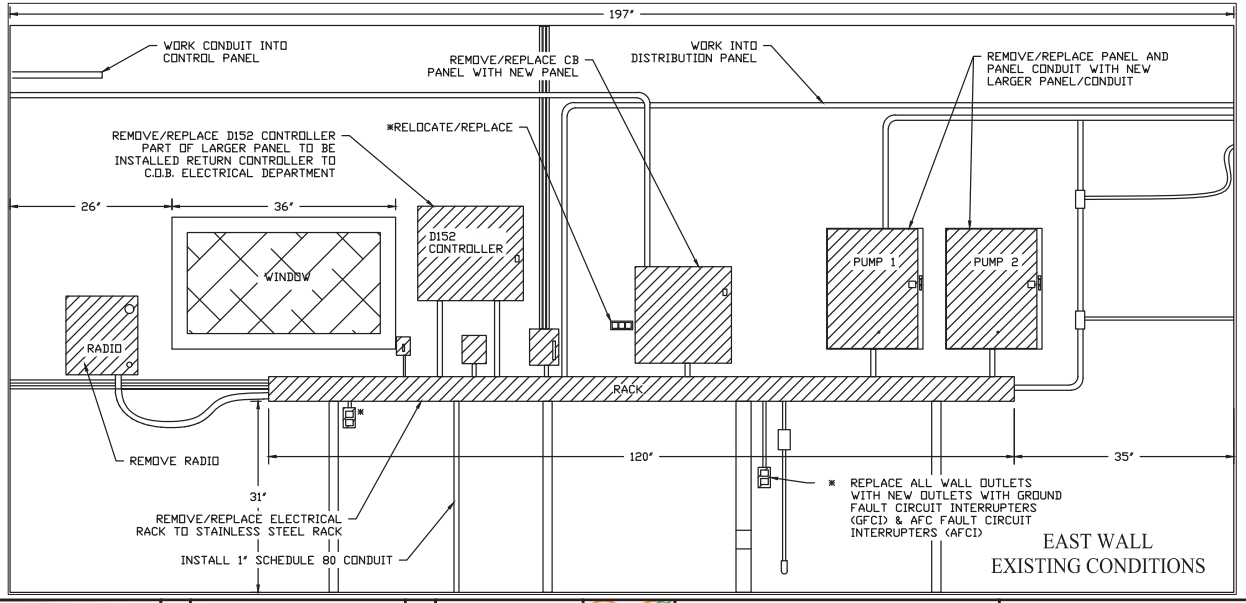
KIM B. CLAYBACK, PE
REG. PROF. ENGINEER #71516

DATE: DEC, 2025
SCALE: 1"=10' H 1"=20' H
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NORTH WALL
EXISTING CONDITIONS



EAST WALL
EXISTING CONDITIONS

GRAPHIC SCALE
0 5 10 20
SCALE IN FEET
1"=20'H

TO BE DEMOLISHED

* REMOVE AND SALVAGE ANY ELECTRICAL EQUIPMENT TO CHRIS WALTERS WITH THE CITY ELECTRICAL SHOP OR MECHANICAL.

* REMOVE ALL EQUIPMENT FROM THIS WALL

Sunshine811
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DATE	REVISIONS	BY

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DRAWN S.R.N.
CHECKED K.B.C.
KIM B. CLAYBACK, P.E.
PROJECT ENGINEER

bradenton
The Friendly City
Public Works and Utilities

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

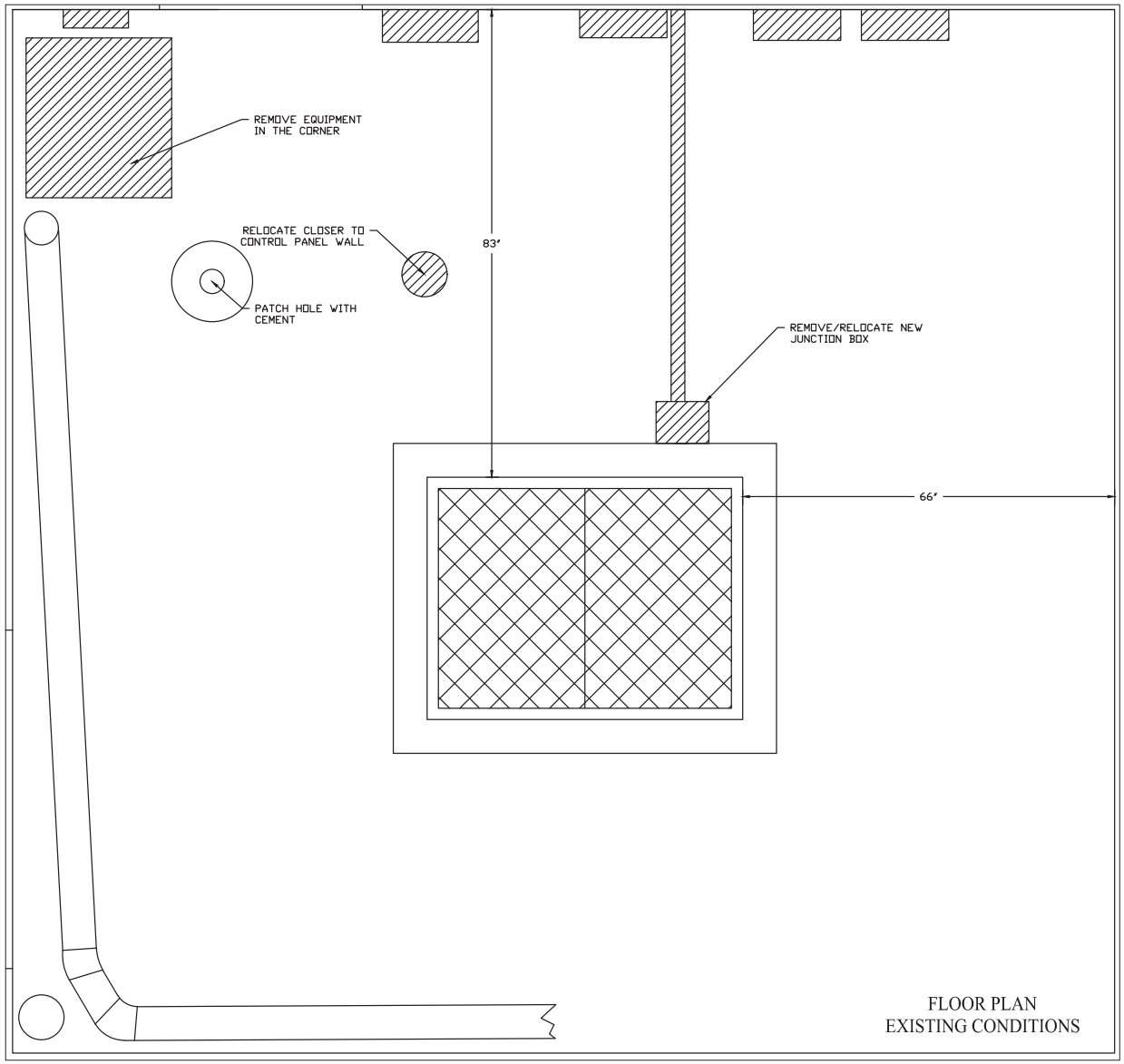
LIFT STATION 2,4 & 10
ELECTRICAL IMPROVEMENTS

LIFT STATION 10
MANATEE AVENUE
EXISTING CONDITIONS

KIM B. CLAYBACK, PE
REG. PROF. ENGINEER #71516

DATE DEC, 2025
SCALE 1"=10' H 1"=20' H
PROJECT NO. ######
DWG. NO. C-3EC

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FLOOR PLAN
EXISTING CONDITIONS

GRAPHIC SCALE
0 5 10 20
SCALE IN FEET
1"=20'H

TO BE DEMOLISHED

* REMOVE AND SALVAGE ANY ELECTRICAL EQUIPMENT TO CHRIS WALTERS WITH THE CITY ELECTRICAL SHOP OR MECHANICAL.

* REMOVE ALL EQUIPMENT FROM THIS WALL

Sunshine811
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DATE	REVISIONS	BY

DESIGNED K.B.C.,D.L.R.
DRAWN S.R.N.
CHECKED K.B.C.
KIM B. CLAYBACK, P.E.
PROJECT ENGINEER

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

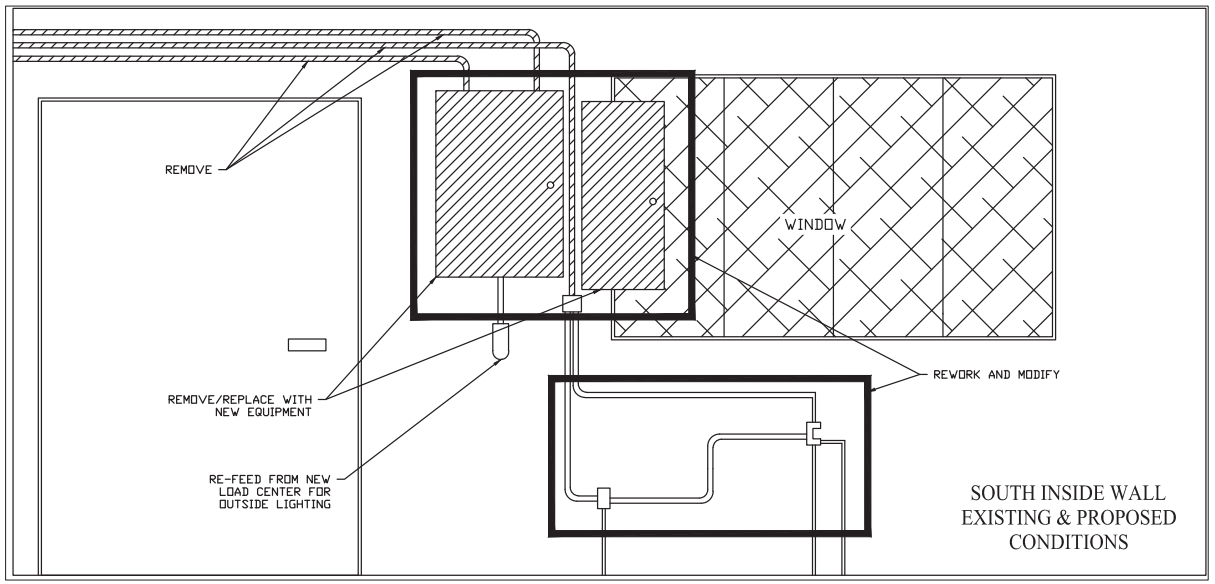
LIFT STATION 2,4 & 10
ELECTRICAL IMPROVEMENTS

LIFT STATION 10
MANATEE AVENUE
EXISTING CONDITIONS

KIM B. CLAYBACK, PE
REG. PROF. ENGINEER #71516

DATE DEC, 2025
PROJECT NO. ######
SCALE 1"=10' H 1"=20' H
DWG. NO. C-4EC

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GRAPHIC SCALE
0 5 10 20
SCALE IN FEET
1"=20'H

TO BE DEMOLISHED

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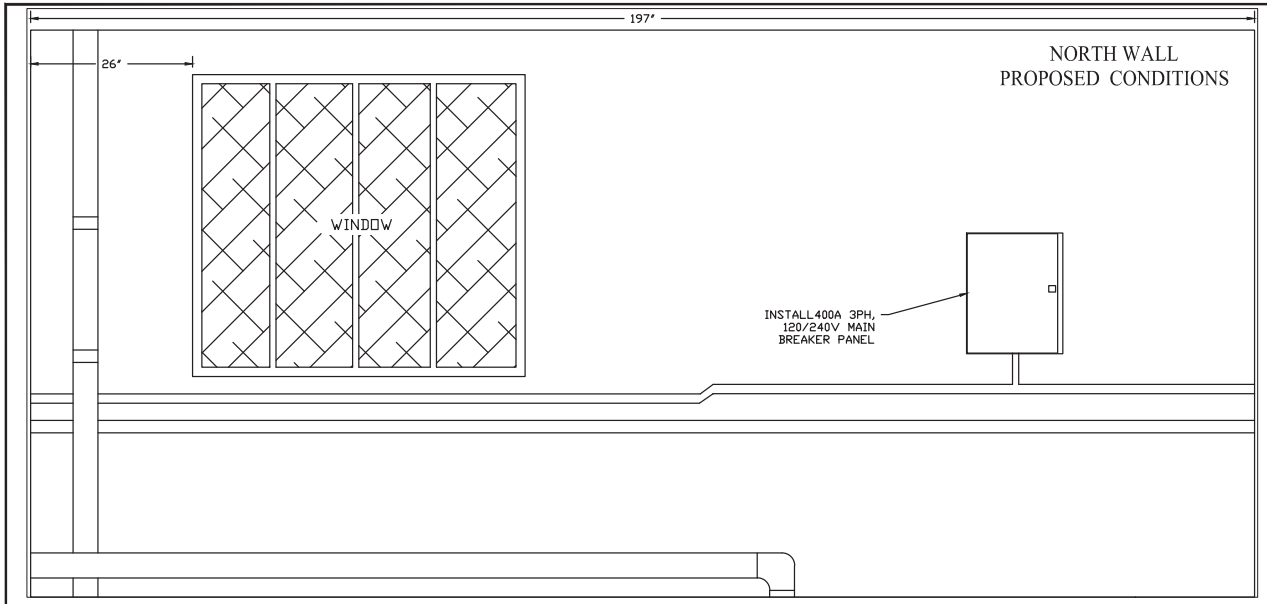
LIFT STATION 2,4 & 10
ELECTRICAL IMPROVEMENTS

LIFT STATION 10
MANATEE AVENUE EXISTING & PROPOSED CONDITIONS

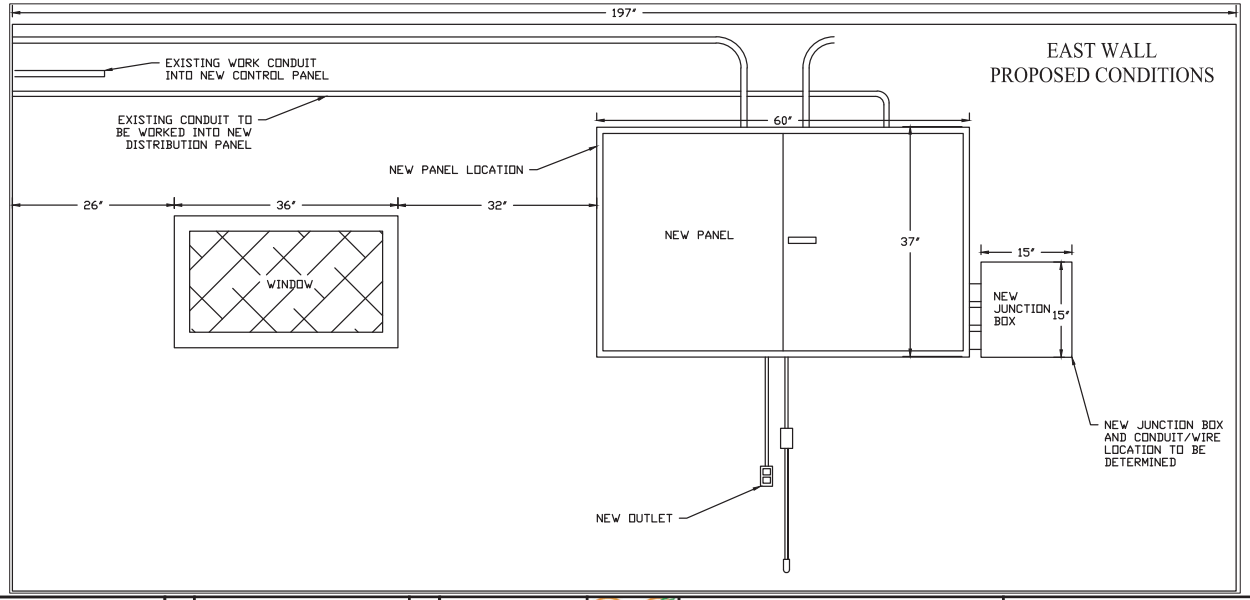
KIM B. CLAYBACK, PE
REG. PROF. ENGINEER #71516

DATE DEC, 2025
SCALE 1"=10' H 1"=20' H
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DWG. NO. C-5EC&PC

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Saved on: 6/1/2026 3:35:19 PM By: S_NUNEZ Date Plotted: 6/1/2026 3:35:26 PM



NORTH WALL
PROPOSED CONDITIONS



EAST WALL
PROPOSED CONDITIONS

GRAPHIC SCALE
0 5 10 20
SCALE IN FEET
1"=20'H

Filename: P:\ENGINEERING\INTERNAL PROJECTS\LIFT STATIONS\LS 2,4 & 10 LIFT STATION ELECTRICAL IMPROVEMENTS\LIFT STATION 2,4 & 10 ELECTRICAL IMPROVEMENTS-12.17.25.DWG
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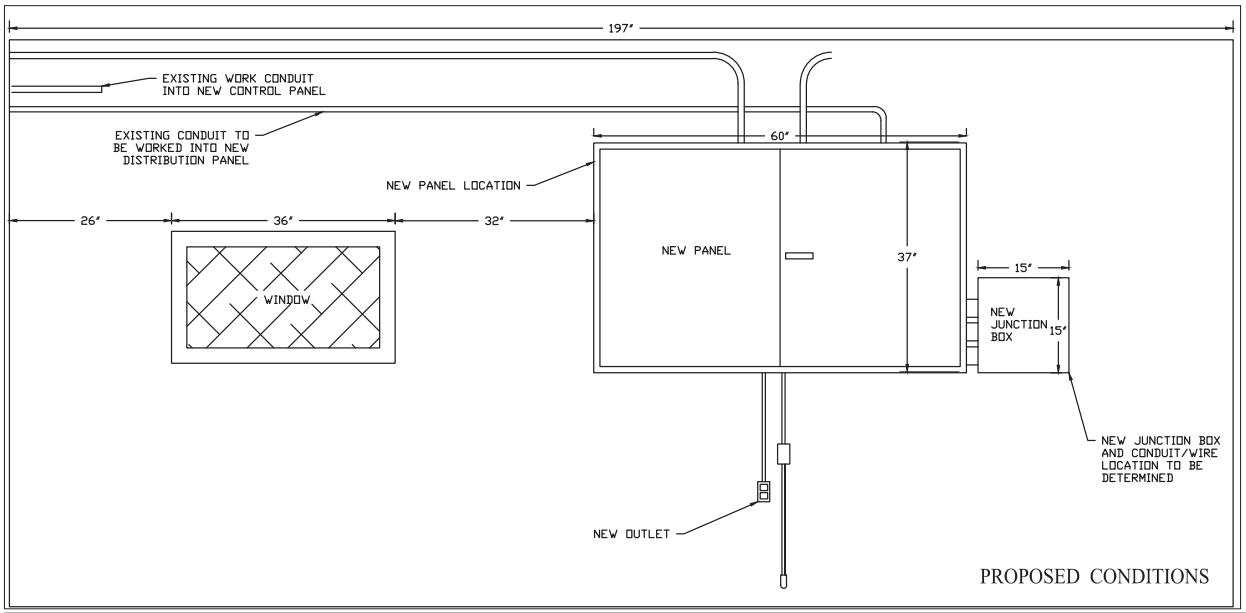
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PUBLIC WORKS DEPARTMENT
888 13TH AVENUE EAST BRADENTON, FLORIDA 34208 (941) 708-6300

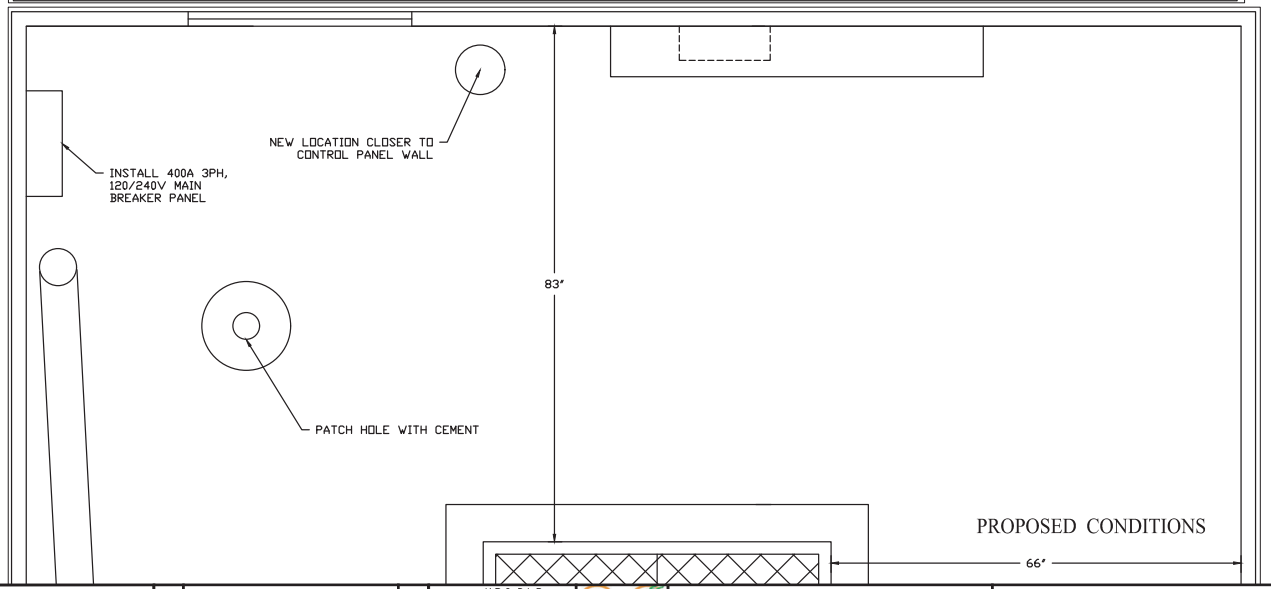
LIFT STATION 2,4 & 10
ELECTRICAL IMPROVEMENTS

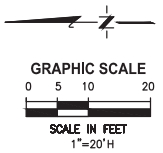
LIFT STATION 10
MANATEE AVENUE
PROPOSED CONDITIONS

KIM B. CLAYBACK, PE
REG. PROF. ENGINEER #71516

DATE: DEC, 2025
SCALE: 1"=10' H 1"=20' H
PROJECT NO.: ######
DWG. NO.: C-6PC







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DATE	REVISIONS	BY

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DRAWN S.R.N.
CHECKED K.B.C.
KIM B. CLAYBACK, P.E.
PROJECT ENGINEER

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PUBLIC WORKS DEPARTMENT
888 13TH AVENUE EAST BRADENTON, FLORIDA 34208 (941) 708-6300

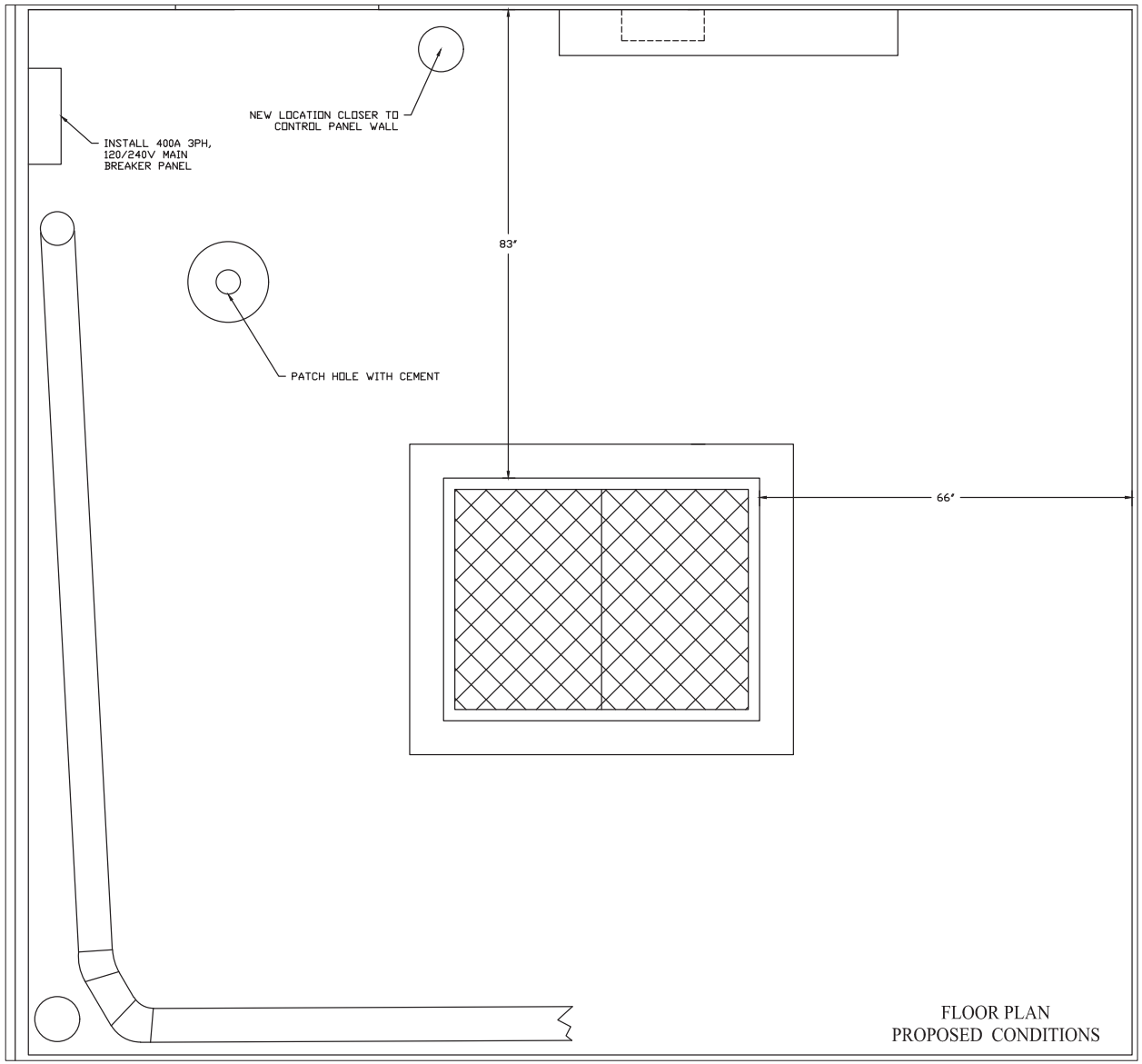
LIFT STATION 2,4 & 10
ELECTRICAL IMPROVEMENTS

LIFT STATION 10
MANATEE AVENUE
PROPOSED CONDITIONS

KIM B. CLAYBACK, PE
REG. PROF. ENGINEER #71516

DATE: DEC, 2025
PROJECT NO.: ######
SCALE: 1"=10' H 1"=20' H
DWG. NO.: C-7PC

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FLOOR PLAN
PROPOSED CONDITIONS

GRAPHIC SCALE
0 5 10 20
SCALE IN FEET
1"=20'H

Filename: P:\ENGINEERING\INTERNAL PROJECTS\LIFT STATIONS\LS 2,4 & 10 LIFT STATION ELECTRICAL IMPROVEMENTS\LIFT STATION 2,4 & 10 ELECTRICAL IMPROVEMENTS-12.17.25.DWG
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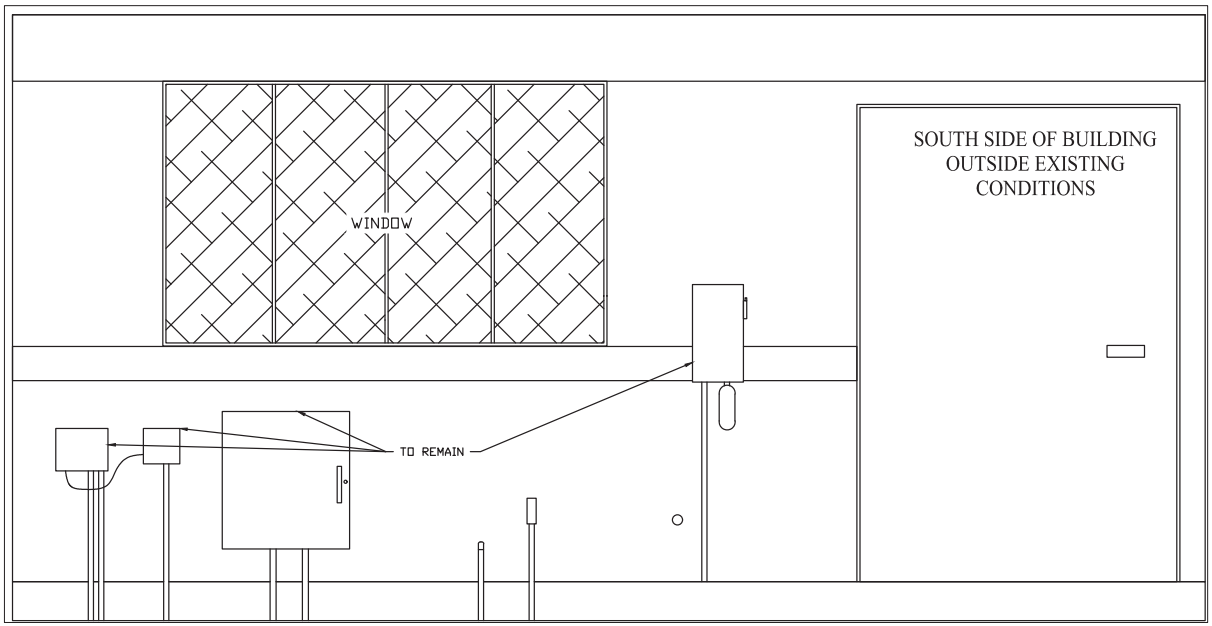
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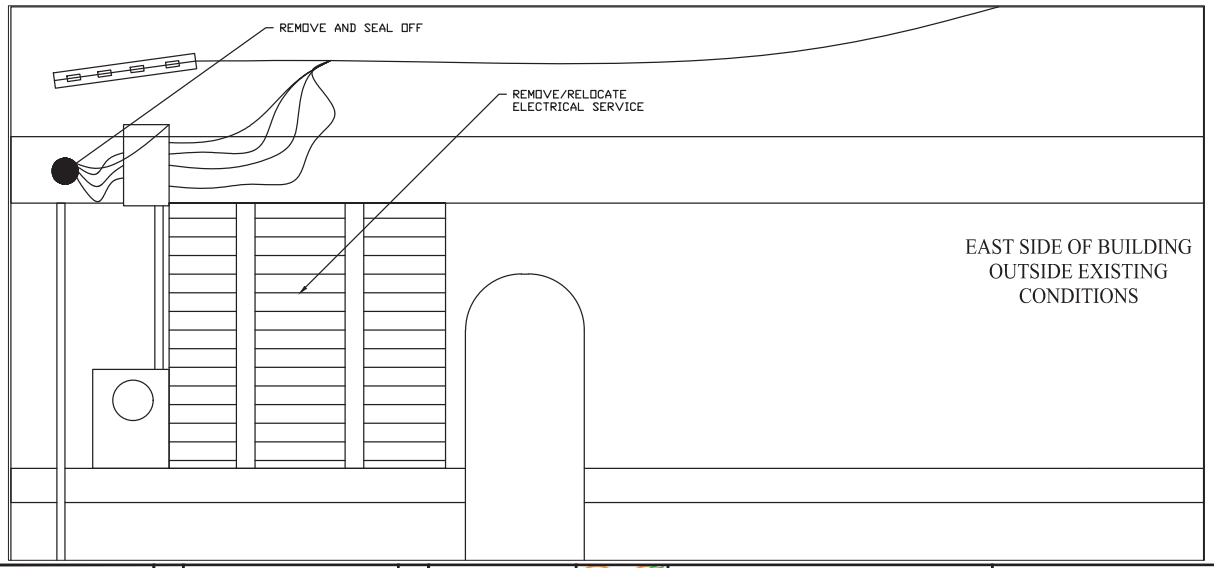
LIFT STATION 2,4 & 10
ELECTRICAL IMPROVEMENTS

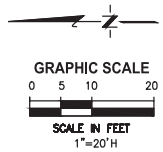
LIFT STATION 10
MANATEE AVENUE
PROPOSED CONDITIONS

KIM B. CLAYBACK, PE
REG. PROF. ENGINEER #71516

DATE DEC, 2025
SCALE 1"=10' H 1"=20' H
PROJECT NO. ######
DWG. NO. C-8PC







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 K.B.C.,D.L.R.
DRAWN S.R.N.
CHECKED K.B.C.
KIM B. CLAYBACK, P.E.
PROJECT ENGINEER

bradenton
The Friendly City
Public Works and Utilities

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

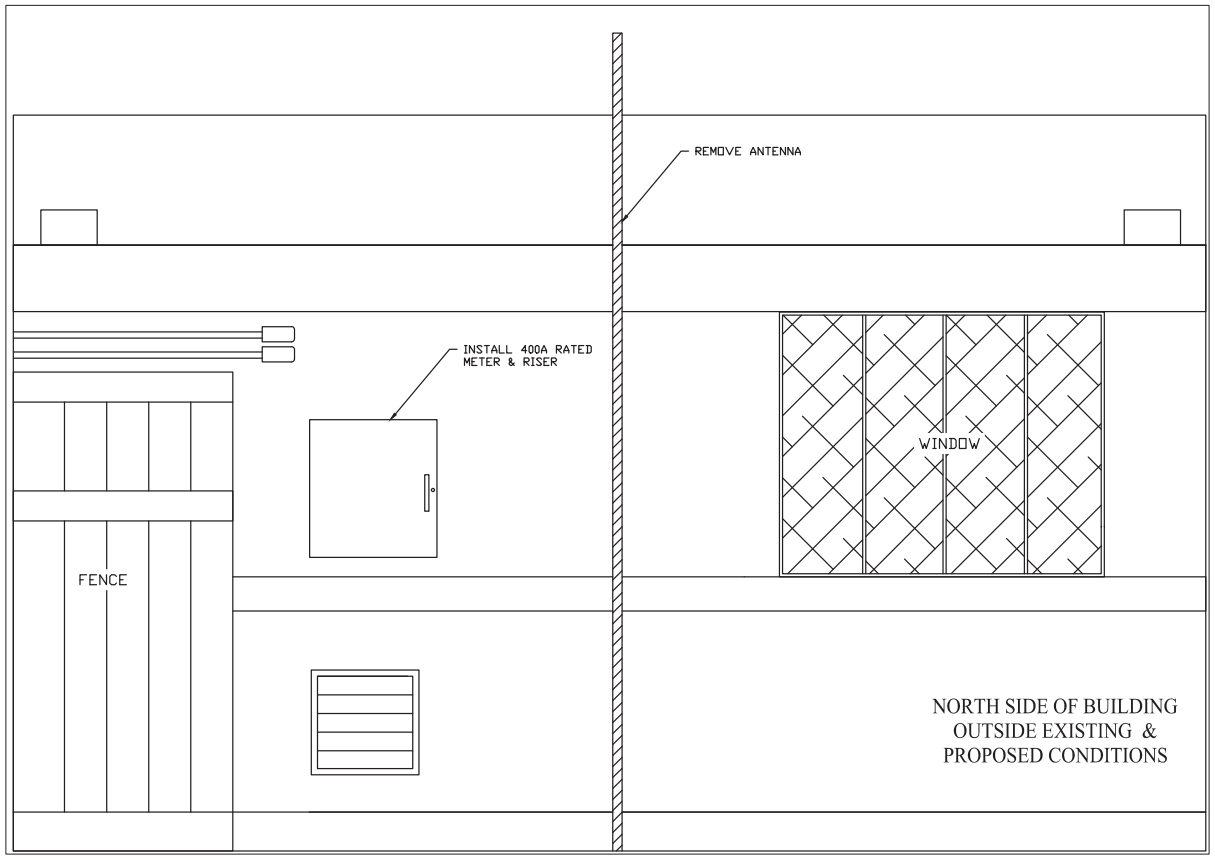
LIFT STATION 2,4 & 10
ELECTRICAL IMPROVEMENTS

LIFT STATION 10 MANATEE
AVENUE EXISTING & PROPOSED
CONDITIONS

KIM B. CLAYBACK, PE
REG. PROF. ENGINEER #71516

DATE DEC, 2025
SCALE 1"=10' H
1"=20' H
PROJECT NO. ######
DWG. NO. C-9EC&PC

Filename: P:\ENGINEERING\INTERNAL PROJECTS\LIFT STATIONS\LS 2,4 & 10 LIFT STATION ELECTRICAL IMPROVEMENTS\LIFT STATION 2,4 & 10 ELECTRICAL IMPROVEMENTS-12.17.25.DWG
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GRAPHIC SCALE

0 5 10 20

SCALE IN FEET
1"=20'H

TO BE DEMOLISHED

* REMOVE AND SALVAGE ANY ELECTRICAL EQUIPMENT TO CHRIS WALTERS WITH THE CITY ELECTRICAL SHOP OR MECHANICAL.

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DATE	REVISIONS	BY

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PROJECT ENGINEER

CITY OF BRADENTON
PUBLIC WORKS DEPARTMENT
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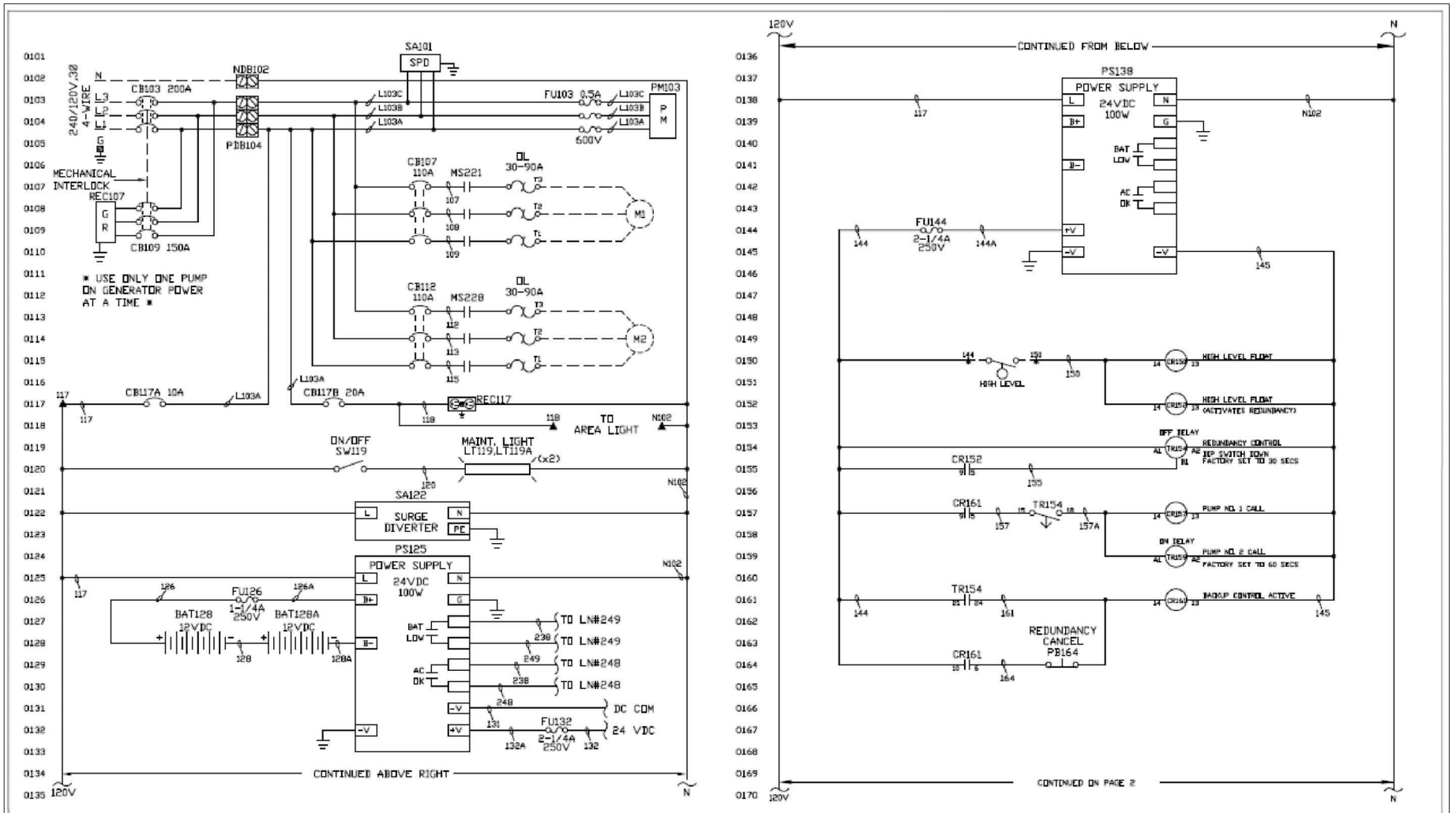
LIFT STATION 2,4 & 10
ELECTRICAL IMPROVEMENTS

LIFT STATION 10 MANATEE AVENUE OUTSIDE EXISTING & PROPOSED CONDITIONS

KIM B. CLAYBACK, PE
REG. PROF. ENGINEER #71516

DATE DEC, 2025
SCALE 1"=10' H 1"=20' H
PROJECT NO. ######
DWG. NO. C-10EC&PC

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PHONE: (863) 665-8000 FAX: (863) 666-3858

UL LISTED ENCLOSED INDUSTRIAL CONTROL PANEL

REV.	REVISION DESCRIPTION	DATE
-	-	-

STATUS: SUBMITTAL | DRAWN BY: RM/LN | SCALE: NTS | DATE: 10/3/2024

PROJECT: LIFT STATION #2 | PUMP: HYDROMATIC | ELECTRICAL: 240/120V,3Ø/26HP/68FLA
CUSTOMER: CITY OF BRADENTON | JOB #: 1027147 | DWG. #: COB-LS2 | PAGE: 1 OF 4 | REV.: 0

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DATE	REVISIONS	BY

DESIGNED K.B.C.,D.L.R.
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PROJECT ENGINEER

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

LIFT STATION 2,4 & 10
ELECTRICAL IMPROVEMENTS

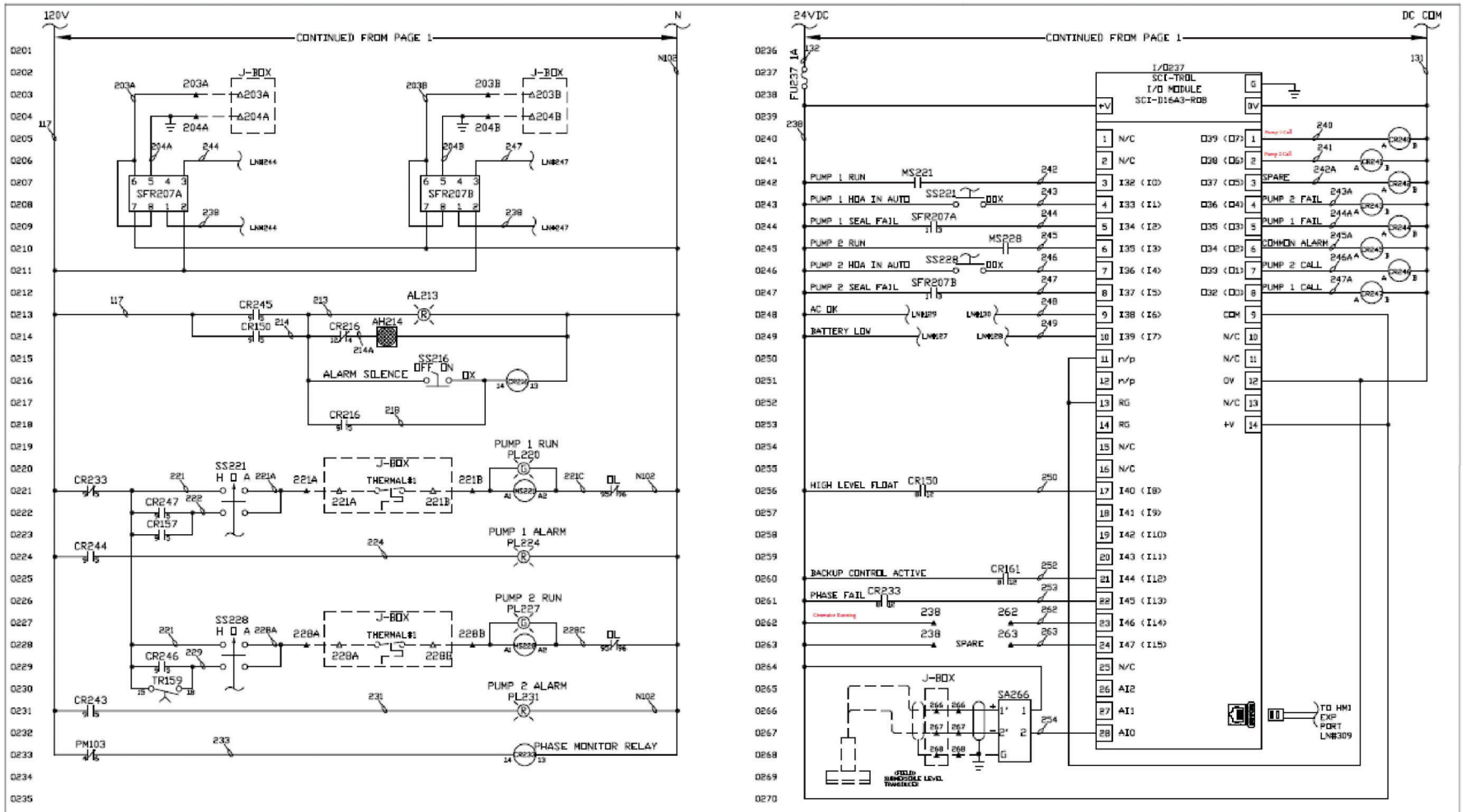
DETAILS

KIM B. CLAYBACK, PE
REG. PROF. ENGINEER #71516

DATE: DEC, 2025 | PROJECT NO.: 40859000-563000-#####
SCALE: NONE | DWG. NO.: C-11

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REV.	REVISION DESCRIPTION	DATE
-	-	-

UL LISTED ENCLOSED INDUSTRIAL CONTROL PANEL

STATUS	DRAWN BY:
SUBMITTAL	RM/LN
SCALE	DATE
NTS	10/3/2024

PROJECT: LIFT STATION #2 | PUMP: HYDROMATIC | ELECTRICAL: 240/120V,3Ø/26HP/68FLA

CUSTOMER: CITY OF BRADENTON | JOB #: 1027147 | DWG. #: COB-LS2 | PAGE 2 OF 4 | REV. 0

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LIFT STATION 2,4 &10
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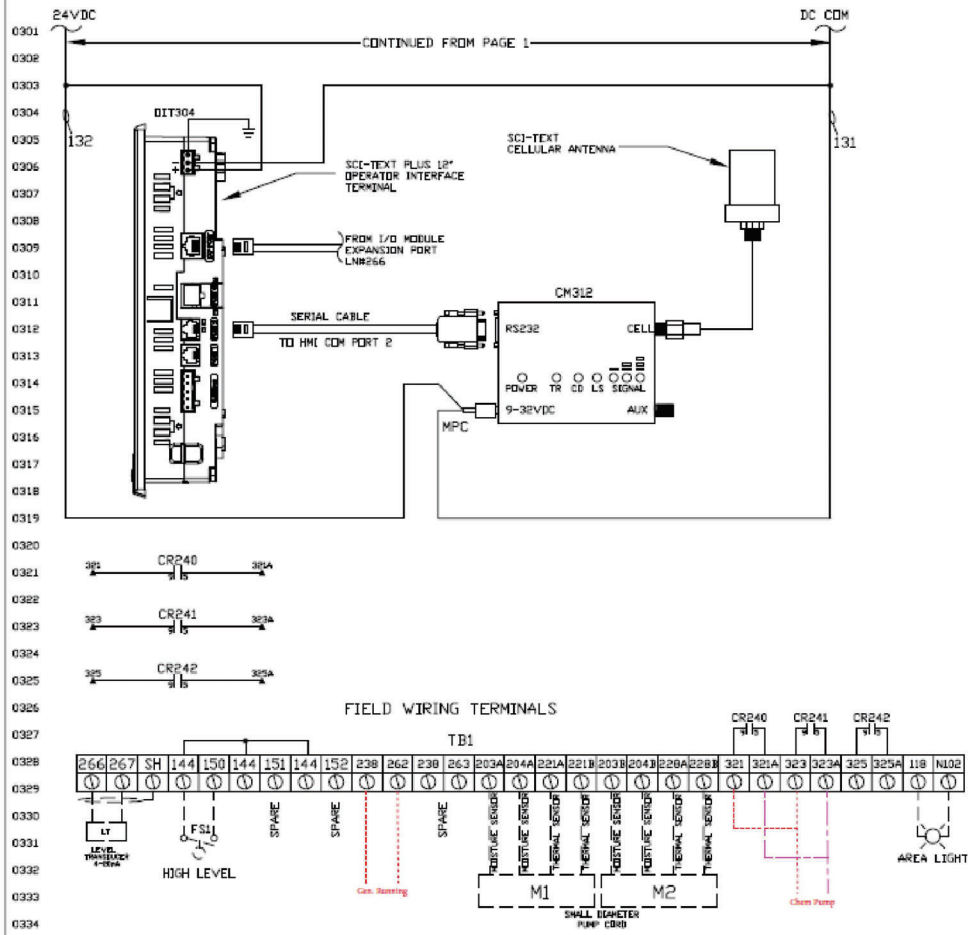
DETAILS

KIM B. CLAYBACK, PE
REG. PROF. ENGINEER #71516

DATE DEC, 2025
SCALE NONE
PROJECT NO. 40859000-563000-#####
DWG. NO. C-12

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BILL OF MATERIALS

QTY.	PART ID#	DESCRIPTION	MANUFACTURER, PART#
1	ENC	ENCLOSURE, N12, 304SS	SCHAEFFERS, SPWFSS-366012-2B4
1	CB103	MAIN CIRCUIT BREAKER	SQ.D, JGL36200
1	CB109	EMERGENCY CIRCUIT BREAKER	SQ.D, JGL36150
1	REC107	GEN. RECEPTACLE + ANGLE ADAPTER	MELTRIC, 63-98073 + 515M3
2	CB107,CB112	PUMP CIRCUIT BREAKER	SQ.D, HGL36110
1	CB117B	GFI CIRCUIT BREAKER	SQ.D, QOU120
1	SA101	SURGE PROTECTOR DEVICE	SQ.D, SDSA3650
3	FU103	FUSE, 1/2A, 600V	FERRAZ, ATQR-1/2
1	PM103	PHASE MONITOR	LITTELFUSE, 460
2	MS221,MS228	NEMA STARTER, SIZE 3 W/ SSOLR	8536-SE01-V02-H30S
1	CB117A	CONTROL CIRCUIT BREAKER	SQ.D, QOU110
1	REC117	GFI RECEPTACLE	HUBBELL, SNAPGFI15I
1	SA122	120V SURGE DIVERTER	ERICO, TDS1301TR150
2	FU132,FU144	FUSE, 2.25A, 3AG 250V	BUSSMANN, MDL-2-1/4
1	FU126	FUSE, 1.25A, 3AG 250V	BUSSMANN, MDL-1-1/4
1	FU237	FUSE, 1A, 3AG 250V	BUSSMANN, MDL-1
2	PS125,PS137	POWER SUPPLY/UPS CHARGER	MEAN WELL, DRC-100B
2	BAT128,BAT128A	BATTERY, 8.0AH BATTERY	INTERSTATE, SLA1075
2	SFR307A,-307B	SEAL FAIL RELAY	CROUZET, PNRU-110A
1	AL213	ALARM LIGHT, 120VAC, RED STROBE	EDWARDS, 125LEDFR120AB
1	AH214	ALARM HORN, 120VAC	FEDERAL SIGNAL, 350-120-30+TR
1	SS216	ALARM SILENCE SELECTION SWITCH	SQ.D, 9001-SKS11BH5 + KA1
2	CR216,CR233	RELAY, 2P 120VAC	IDEC, RH2B-ULAC120V
1	PB164	REDUNDANCY CANCEL BUTTON	SQ.D, 9001-SKR1BH6
2	SS226,SS228	HAND-OFF-AUTO SELECTOR SWITCH	SQ.D, 9001-SKS43BH13
2	PL220,PL227	INDICATOR LIGHT, 120VAC, GREEN LED	SQ.D, 9001-SKP38LG + 9001-G9
3	CR150,CR152, CR161	CONTROL RELAY, 3PDT, 24VDC	IDEC, RH3B-ULDC24V
1	SA266	SURGE ARRESTOR, ANALOG	BLUE RIBBON, BCP3000
2	PL224,PL231	INDICATOR LIGHT, 120VAC, RED LED	SQ.D, 9001-SKP38LR + 9001-R9
1	CR157	CONTROL RELAY, SPDT, 24VDC	IDEC, RH1B-ULDC24V
8	CR240-CR247	CONTROL RELAY, SPDT, 24VDC W/DIODE	IDEC, RH1B-ULDDC24V
1	TR154	TIME RELAY, OFF-DELAY	ALLEN-BRADLEY, 700-FSB7UU23
1	TR159	TIME RELAY, ON-DELAY	ALLEN-BRADLEY, 700-FEA3TU23
2	LT119,LT119A	MAINTENANCE LIGHT	HOFFMAN, CEL550
1	SW119	TOGGLE SWITCH	CARLING, 2FA53-73
1	N/A	4G ANTENNA	UNITRON, SCI-TEXT ANTENNA
1	CM312	4G MODEM	UNITRON, 4G MODEM
1	MC	MODEM CONNECTOR	UNITRON, DB9 MALE TO RJ11-12
1	N/A	EXPANSION CABLE	UNITRON, EXP CABLE
1	DI236	I/O EXPANSION MODULE	UNITRON, SCI-TEXT I/O MODULE
1	MPC	MODEM POWER CORD	UNITRON, PC-932-DC
1	DIT	OPERATOR INTERFACE TERMINAL	UNITRON, SCI-TEXT CONTROLLER
1	LIT	LEVEL TRANSMITTER (SHIPPED LOOSE)	BLUE RIBBON, 01002AA-CZ50

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REV.	REVISION DESCRIPTION	DATE
-	-	-

UL LISTED ENCLOSED INDUSTRIAL CONTROL PANEL
STATUS: SUBMITTAL | DRAWN BY: RM/LN
SCALE: NTS | DATE: 10/3/2024

PROJECT: LIFT STATION #2 | PUMP: HYDROMATIC | ELECTRICAL: 240/120V,3Ø/26HP/68FLA
CUSTOMER: CITY OF BRADENTON | JOB #: 1027147 | DWG. #: COB-LS2 | PAGE 3 OF 4 | REV. 0

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DRAWN S.R.N.
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PROJECT ENGINEER

bradenton — The Friendly City — Public Works and Utilities

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

LIFT STATION 2,4 & 10
ELECTRICAL IMPROVEMENTS

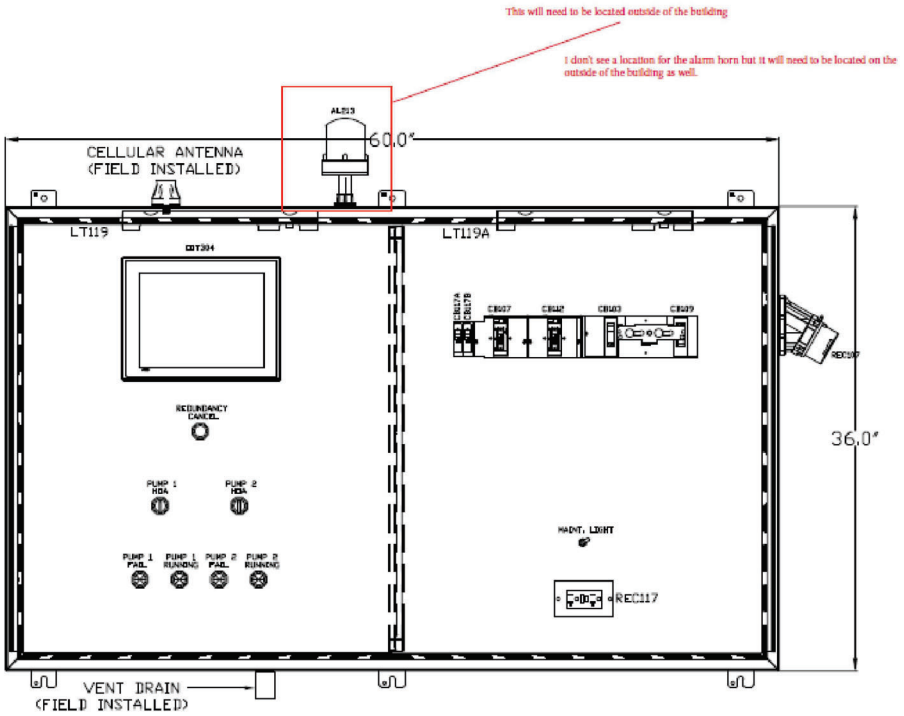
DETAILS

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REG. PROF. ENGINEER #71516

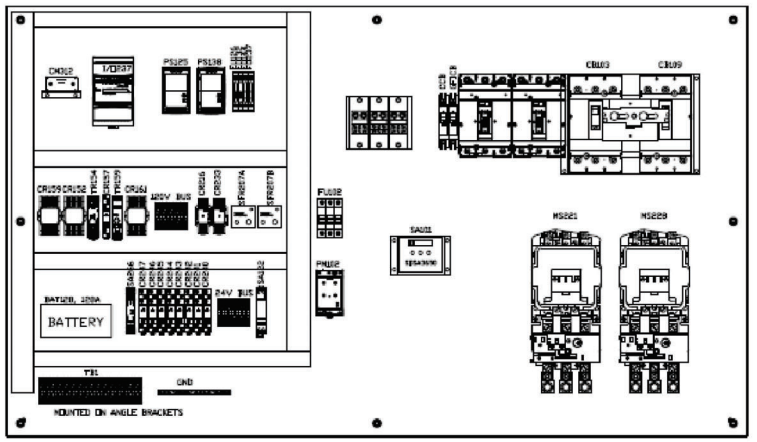
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SCALE: NONE
PROJECT NO. 40859000-563000-#####
DWG. NO. C-13

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ENCLOSURE & DEADFRONT LAYOUT (TYPICAL)



BASE PLATE LAYOUT (TYPICAL)

UNITRON CONTROLS® A DIVISION OF BARNEY'S PUMPS, INC. PO BOX 3529, LAKELAND, FL 33802 PHONE: (863) 665-8000 FAX: (863) 666-3858			UL LISTED ENCLOSED INDUSTRIAL CONTROL PANEL	PROJECT: LIFT STATION #2	PUMP: HYDROMATIC	ELECTRICAL: 240/120V,3Ø/26HP/68FLA	
REV.	REVISION DESCRIPTION	DATE	STATUS: SUBMITTAL / SCALE: NTS	DRAWN BY: KM/JN / DATE: 10/3/2024	CUSTOMER: CITY OF BRADENTON	JOB #: 1027147	DWG. #: COB-LS2 — PAGE: 4 OF 4 — REV.: 0

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

LIFT STATION 2,4 & 10
ELECTRICAL IMPROVEMENTS

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REG. PROF. ENGINEER #71516

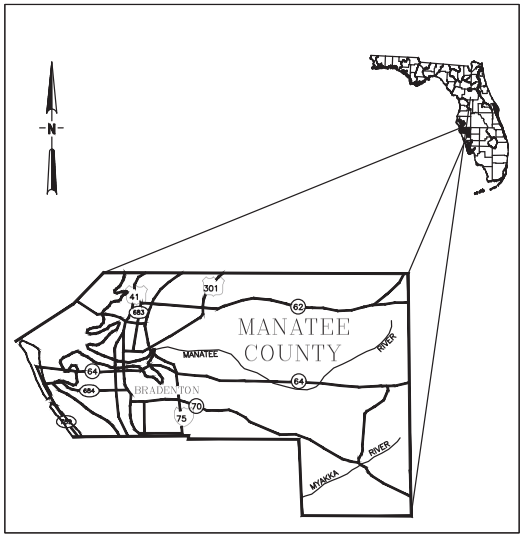
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PROJECT NO.: 40859000-563000-#####
DWG. NO.: C-14

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LIFT STATION 27 & 35
ELECTRICAL IMPROVEMENTS
RIVER ISLES (BAY TREE ROAD) & MANATEE AVENUE STRD64

BID DRAWINGS



SITE VICINITY MAP

b r a d e n t o n

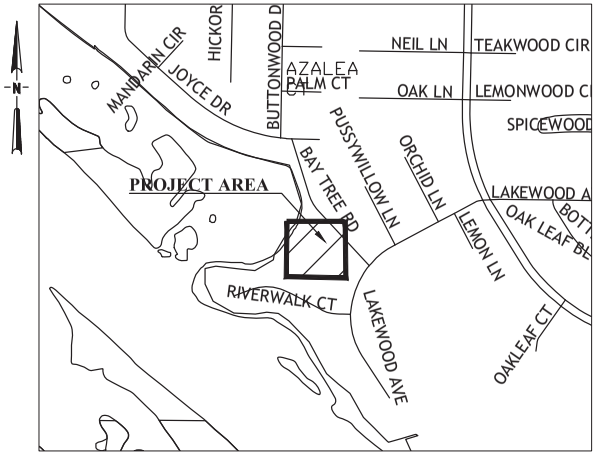
The Friendly City

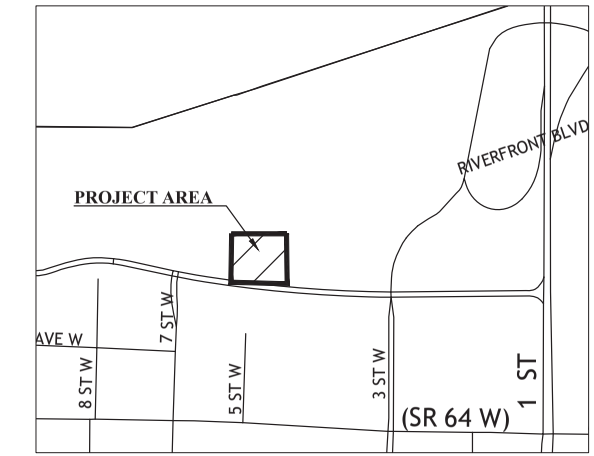
Public Works and Utilities

PREPARED BY:

CITY OF BRADENTON

PUBLIC WORKS and UTILITIES DEPARTMENT
DECEMBER 2025





LOCATION MAP

KIM B. CLAYBACK
LICENSE
No. 71516
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

ENGINEER OF RECORD:

KIM B. CLAYBACK. P.E.
P.E. NO.: 71516
CITY OF BRADENTON
888 13TH STREET EAST
BRADENTON, FL 34208
(941) 708–6300

THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED BY:

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CITY OF BRADENTON
888 13TH STREET EAST
BRADENTON, FL. 34208
PHONE (941) 708–6300

KIM B. CLAYBACK, PE No 71516

GENERAL NOTES

GENERAL

1. THE CONTRACTOR SHALL COMPLY WITH ALL CONDITIONS AND REQUIREMENTS OF ALL PERMITS (CITY OF BRADENTON, MANATEE CO., FDEP, SWFWMD, FDOT, ETC) OBTAINED FOR THIS PROJECT.

2. THE CONTRACTOR IS ADVISED NOT TO SCALE FROM DRAWINGS BUT TO FIELD VERIFY ALL DIMENSIONS. THE DIMENSIONS OF SPECIFIED AND FURNISHED PRODUCTS AND MATERIALS TAKE PRECEDENCE OVER DIMENSIONS INDICATED ON THE DRAWINGS. IF SIGNIFICANT DEVIATIONS OCCUR, THE CONTRACTOR SHALL NOTIFY THE ENGINEER AT LEAST 72 HOURS PRIOR TO CONSTRUCTION FOR A DETERMINATION AND RESOLUTION.

3. CONSTRUCTION MATERIALS QUALITY AND WORKMANSHIP SHALL BE IN ACCORDANCE WITH THE PROJECT THE CITY OF BRADENTON INFRASTRUCTURE SPECIFICATIONS AND FDOT SPECIFICATIONS AND STANDARDS, AND THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.

CONSTRUCTION LAYOUT/LIMITS OF CONSTRUCTION

4. THE CONTRACTOR SHALL OBTAIN THE SERVICES OF A PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF FLORIDA FOR LAYOUT. PROOF OF LICENSE SHALL BE SUBMITTED TO THE ENGINEER BEFORE BEGINNING LAYOUT.

5. NO DISTURBANCE SHALL BE ALLOWED OUTSIDE OF THE RIGHT OF WAYS AND/OR THE LIMITS OF CONSTRUCTION SHOWN ON THE DRAWINGS UNLESS APPROVED BY THE OWNER OR SPECIFICALLY NOTED ON THE DRAWINGS.

EXISTING CONDITIONS

6. LOCATIONS, ELEVATIONS, AND DIMENSIONS OF EXISTING UTILITIES, STRUCTURES, AND OTHER FEATURES ARE SHOWN BASED ON THE BEST INFORMATION AVAILABLE AT THE TIME OF PREPARATION OF THESE DRAWINGS BUT ARE NOT PURPORTED TO BE ABSOLUTELY CORRECT. THERE MAY BE OTHER IMPROVEMENTS, UTILITIES, ETC. WHICH ARE WITHIN THE PROJECT AREA. CONTRACTOR SHALL VERIFY, PRIOR TO CONSTRUCTION, THE LOCATIONS, ELEVATIONS, DIMENSIONS, TYPES, AND CONDITIONS OF ALL EXISTING UTILITIES, STRUCTURES, AND OTHER FEATURES (WHETHER OR NOT SHOWN ON THE DRAWINGS) AFFECTING HIS WORK.

7. PRIOR TO SHOP DRAWING PREPARATION AND SUBMITTAL AND PURCHASE OF RELATED MATERIALS, THE CONTRACTOR SHALL FIELD VERIFY EXISTING UTILITIES (LOCATION, SIZE, MATERIALS OF CONSTRUCTION, OUTSIDE DIAMETER, WALL THICKNESS, ROUNDNESS, ELEVATIONS, ETC.) TO WHICH CONNECTION(S) WILL BE MADE. CONTRACTOR SHALL INCLUDE FIELD MEASUREMENTS ON SHOP DRAWINGS.

8. THE CONTRACTOR SHALL NOTIFY THE OWNER/ENGINEER IN WRITING, WITHIN 24 HOURS, IF CONFLICTS BETWEEN THE DRAWINGS AND ACTUAL CONDITIONS ARE DISCOVERED. THE CONTRACTOR SHALL ACCURATELY RECORD ANY SUCH CONFLICTS ON THE RECORD DRAWINGS.

9. ANY PROPERTY CORNERS, MONUMENTS, OR BENCH MARKS WITHIN THE PROJECT AREA SHALL BE PROTECTED UNLESS OTHERWISE INDICATED FOR DEMOLITION. IF ANY SUCH ITEMS ARE IN DANGER OF DAMAGE OR HAVE BEEN DAMAGED, THE CONTRACTOR SHALL NOTIFY THE OWNER/ENGINEER IMMEDIATELY AND REPLACE/RESTORE THESE ITEMS AT NO ADDITIONAL COST TO THE OWNER. IF OWNER CHOOSES TO SELF PERFORM THE WORK OR INCURS RELATED EXPENSES, THE CONTRACTOR SHALL REIMBURSE THE OWNER FOR ALL COSTS ASSOCIATED WITH THE EFFORT.

ELECTRICAL SPECIFICATIONS

1) STAINLESS STEEL ELECTRICAL CONTROL CABINET WITH HASP FOR PADLOCK. MINIMUM DIMENSIONS SHALL BE NO LESS THAN 24" x 30" x 8".

2) THREE-PHASE POWER SHALL BE SUPPLIED UNLESS OTHERWISE APPROVED.

3) LIGHTNING ARRESTOR SHALL BE INSTALLED INSIDE MAIN DISCONNECT. A PHASE MONITOR WITH CONTACTS TO INTERRUPT CONTROL CIRCUIT SHALL BE INSTALLED IN CABINET.

4) A MANUAL TRANSFER SWITCH FOR EMERGENCY POWER SHALL BE INCLUDED. CONSISTING OF EITHER TWO MAIN BREAKERS MECHANICALLY INTERLOCKED SO ONLY ONE CAN BE ENERGISED AT A TIME OR A DOUBLE THROW SWITCH RATED FOR STATION'S SERVICE.

5) ALL ELECTRICAL WORK SHALL COMPLY WITH MOST RECENT NATIONAL ELECTRICAL CODE.

UTILITY COORDINATION

13. THE CONTRACTOR SHALL NOTIFY ALL UTILITIES NEAR THE PROJECT AREA AT LEAST 48 HOURS PRIOR TO CONSTRUCTION. THIS SHALL INCLUDE NOTIFYING "SUNSHINE STATE ONE CALL OF FLORIDA" AT LEAST 48 HOURS PRIOR TO ANY DIGGING WORK TO HAVE ALL EXISTING UTILITIES LOCATED. THE PHONE NUMBER IS 1-800-432-4770 AND THE WEB SITE IS WWW.CALLSUNSHINE.COM. IN INSTANCES WHERE DIGGING OCCURS IN WETLANDS, THE NOTIFICATION PERIOD SHALL BE INCREASED FROM AT LEAST 48 HOURS TO AT LEAST 10 DAYS.

14. FLORIDA LAW (FS 553.851) REQUIRES THAT PERSONS MAKING EXCAVATIONS IN PUBLIC STREETS, ALLEYS, RIGHT-OF-WAYS OR UTILITY EASEMENTS MUST FIRST OBTAIN INFORMATION ON LOCATIONS OF UNDERGROUND GAS PIPELINES.

15. THE CONTRACTOR SHALL PRESERVE AND MAINTAIN EXISTING UTILITIES, STRUCTURES, AND OTHER FEATURES WITHIN THE PROJECT AREA. ANY DAMAGE SHALL BE REPAIRED BY AND AT THE EXPENSE OF THE CONTRACTOR TO THE SATISFACTION OF THE OWNER.

16. THE CONTRACTOR IS RESPONSIBLE FOR BRACING, SHORING, OR PROVIDING OTHER MEANS NECESSARY TO PROTECT AND SUPPORT EXISTING UTILITIES, STRUCTURES, AND OTHER FEATURES (EXPOSED OR UNEXPOSED) THAT MAY BE IMPACTED BY HIS WORK.

17. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTACTING POWER/TELEPHONE COMPANIES AND ARRANGING TO HAVE UTILITIES POLES HELD AND/OR GUY WIRES REMOVED AND REPLACED, IF NECESSARY FOR CONSTRUCTION, AT NO ADDITIONAL COST TO THE OWNER.

SAFETY

18. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO BECOME FAMILIAR WITH THE OSHA EXCAVATION SAFETY STANDARDS AND TO ABIDE BY THEM AS COVERED UNDER THE FLORIDA TRENCH SAFETY ACT.

19. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR CONSTRUCTION SAFETY.

RESTORATION

20. ALL PAVING, STABILIZED EARTH, DRIVEWAYS, CURBS, SIDEWALKS, FENCES, SOD, LANDSCAPING, CULVERTS, ETC. DISTURBED BY CONSTRUCTION ACTIVITIES SHALL BE RESTORED TO THEIR ORIGINAL CONDITIONS OR BETTER BY AND AT THE EXPENSE OF THE CONTRACTOR TO THE SATISFACTION OF THE OWNER.

ACCESS/MAINTENANCE OF FACILITIES

21. THE CONTRACTOR SHALL PROVIDE ACCESS TO ALL EXISTING UTILITIES/FACILITIES AND MAINTAIN UNINTERRUPTED SERVICES THROUGHOUT THE CONTRACT PERIOD.

MAINTENANCE OF TRAFFIC

22. THE CONTRACTOR SHALL MAINTAIN TRAFFIC IN ACCORDANCE WITH FDOT STANDARD INDEX SERIES 600 AND THE TECHNICAL SPECIFICATIONS. THE CONTRACTOR SHALL FURNISH, ERECT, AND MAINTAIN ALL NECESSARY TRAFFIC CONTROL AND SAFETY DEVICES THROUGHOUT THE PROJECT. ONE TRAFFIC LANE MUST BE MAINTAINED AT ALL TIMES WITH THE USE OF FLAGGER IF NECESSARY. ALL TRAFFIC LANES MUST BE OPEN FOR TRAFFIC AT THE CLOSE OF WORKDAYS. ALL SIGNING, BARRICADES, LIGHTING, AND FLAGGERS SHALL BE INCLUDED IN THE LUMP SUM COST.

23. THE CONTRACTOR SHALL BE RESPONSIBLE FOR SAFE MAINTENANCE OF PEDESTRIAN AND VEHICULAR TRAFFIC AT ALL TIMES DURING THE DURATION OF THE PROJECT.

24. TRAFFIC CONTROL ON ALL FDOT, LOCAL AND COUNTY RIGHTS-OF-WAY SHALL MEET THE REQUIREMENTS OF THE MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (U.S. DOT/FHA) AND THE REQUIREMENTS OF THE STATE AND ANY LOCAL AGENCY HAVING JURISDICTION. IN THE EVENT THAT THE CONTRACT DOCUMENTS AND THE JURISDICTIONAL AGENCY REQUIREMENTS ARE NOT IN AGREEMENT. THE MOST STRINGENT SHALL GOVERN.

PIPING NOTES

25. LAY PIPE TO UNIFORM GRADE BETWEEN INDICATED ELEVATION POINTS. CONTRACTOR SHALL TAKE CARE TO PROVIDE PROPER GRADE ELEVATIONS AND ALIGNMENTS.

26. SIZE OF FITTINGS SHOWN ON PLANS SHALL CORRESPOND TO THE ADJACENT STRAIGHT RUN OF PIPE UNLESS NOTED OTHERWISE. TYPE OF JOINT AND FITTING MATERIAL SHALL BE AS SPECIFIED FOR THE ADJACENT STRAIGHT RUN OF PIPE UNLESS NOTED OTHERWISE.

UTILITY SEPARATION

27. EACH PROPOSED UTILITY SHALL BE LAID TO ACHIEVE THE MINIMUM HORIZONTAL SEPARATION BETWEEN IT AND OTHER UTILITIES IN ACCORDANCE WITH THE TYPICAL UTILITY HORIZONTAL SEPARATION DETAIL AND FDEP REQUIREMENTS.

28. AT LOCATIONS WHERE A PROPOSED UTILITY CROSSES ANOTHER UTILITY, THE PROPOSED UTILITY SHALL BE INSTALLED IN ACCORDANCE WITH THE TYPICAL UTILITY CONFLICT DETAIL AND FDEP REQUIREMENTS.

29. IN THE EVENT THAT A UTILITY CONFLICT CAN NOT BE RESOLVED BY MAKING A MINOR ROUTE ADJUSTMENT OR BY UTILIZING THE TYPICAL UTILITY CONFLICT DETAIL, THE CONTRACTOR SHALL NOTIFY THE OWNER/ENGINEER FOR A WORK AROUND TO THE UTILITY CONFLICT.

PROJECT SPECIFIC:

30. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ANY TEMPORARY CONSTRUCTION EASEMENTS THAT MAY BE REQUIRED FOR THE INSTALLATION OF THE WATER MAIN.

31. IT IS THE INTENT OF THIS CONTRACT THAT EXISTING WATER LINES WILL REMAIN IN SERVICE AND UNDAMAGED UNTIL SERVICE CONNECTIONS ON THAT SECTION OF PIPE HAVE BEEN SUCCESSFULLY MOVED TO THE NEWLY INSTALLED AND ACCEPTED WATER MAINS.

32. THE FIRE HYDRANT ASSEMBLY SHALL BE EXCAVATED AND REMOVED TO 24" BELOW GRADE LEVEL AND THE PIPE CAPPED WITH CONCRETE. SALVAGED FIRE HYDRANTS SHALL BE TRANSPORTED BY THE CONTRACTOR TO THE CITY'S FACILITY AT 13TH AVENUE WEST IN A CITY DESIGNATED AREA.

33. ALL CONSTRUCTION SHALL MEET THE MINIMUM REQUIREMENTS OF THE CITY OF BRADENTON PUBLIC WORKS UTILITY STANDARDS, LATEST REVISION AND EXCEED THE REQUIREMENTS OF THOSE SPECIFICATIONS WHERE INDICATED ON THESE CONSTRUCTION DRAWINGS OR IN THE PROJECT SPECIFICATIONS.

34. THE CONTRACTOR SHALL INVESTIGATE AND VERIFY OR HAVE VERIFIED THE LOCATION OF EXISTING UTILITIES AND ANY OTHER SUBSURFACE FACILITIES BEFORE STARTING WORK. HE SHALL BE LIABLE FOR ANY EXPENSE RESULTING FROM DAMAGE TO SAME. ANY CONFLICTS WITH EXISTING UTILITIES SHALL BE BROUGHT TO THE ATTENTION OF THE ENGINEER AS SOON AS POSSIBLE.

35. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE CITY OF BRADENTON PUBLIC WORKS AND UTILITIES DEPARTMENT, ENGINEER 24 HOURS PRIOR TO ANY WORK AT SITE & 48 HOURS PRIOR TO ANY TESTING. WATER MAINS TIE-INS REQUIRING WATER SERVICE TO BE SHUT OFF SHALL BE MADE WHEN REQUIRED BY CITY OF BRADENTON PUBLIC WORKS AND UTILITIES DEPARTMENT.

36. THE CONTRACTOR SHALL COORDINATE HOLDING OF POLES WITH UTILITY COMPANIES IN ADVANCE SO UNNECESSARY DELAYS OF PROJECT SHALL NOT BE INCURRED. THE COST FOR THE HOLDING OF THE POWER POLES SHALL BE INCLUDED IN THE WATER MAIN UNIT COST ITEMS CONTAINED IN THE PROPOSAL.

DRAWING INDEX

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G-2	GENERAL NOTES AND DRAWING INDEX
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G-4	KEY MAP and SURVEYOR NOTES
G-5	STORMWATER POLLUTION PREVENTION PLAN NOTES
G-6	STORMWATER POLLUTION PREVENTION PLAN DETAILS
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C-1EC	LIFT STATION 27 RIVER ISLES (BAY TREE ROAD) EXISTING CONDITIONS
C-2PC	LIFT STATION 27 RIVER ISLES (BAY TREE ROAD) PROPOSED CONDITIONS
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C-5PC	ELECTRICAL DETAILS

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DATE	REVISIONS	BY

DESIGNED K.B.C.,D.L.R.
DRAWN S.R.N.
CHECKED K.B.C.
KIM B. CLAYBACK, P.E.
PROJECT ENGINEER

bradenton — The Friendly Side — Public Works and Utilities

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

LIFT STATION 27 & 35
ELECTRICAL IMRPOVEMENTS

GENERAL NOTES and
DRAWING INDEX

KIM B. CLAYBACK, PE
REG. PROF. ENGINEER #71516

DATE DEC, 2025
SCALE NONE
PROJECT NO. 40859000-563000-#####
DWG. NO. G-2

Filename: P:\ENGINEERING\INTERNAL PROJECTS\LIFT STATIONS\LS 27 & 35 LIFT STATION ELECTRICAL IMPROVEMENTS\27 & 35 ELECTRICAL IMPROV.-BID SET 5.13.2025\LIFT STATION 27 & 35 ELECTRICAL IMPROVEMENTS-10.29.25.DWG
Saved on: 6/2/2026 3:24:05 PM By: S_NUNEZ Date Plotted: 6/2/2026 3:40:12 PM

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CIVIL LEGEND

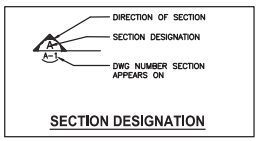
NOTE: IN GENERAL, LIGHT OR SCREENED LINES INDICATE EXISTING OR WORK OF OTHER TRADES, BOLD LINES INDICATE PROPOSED WORK

EXISTING	DESCRIPTION	PROPOSED
△	CONTROL POINT	
●	PIPE FOUND	
●	IRON ROD FOUND	
■	MONUMENT FOUND	
⌀	CONCRETE POWER POLE	
◎	TRAFFIC POLE	
☼	LIGHT POLE	
⌀	WOOD UTILITY POLE	
—<	GUY WIRE	
E	ELECTRIC BOX	
▽	UTILITY PEDESTAL	
M	WATER METER	
⋈	WATER VALVE	⋈
	BACKFLOW PREVENTER	
	FIRE HYDRANT	
	MITERED END SECTION	
Ⓢ	SANITARY MANHOLE	
Ⓢ	STORM MANHOLE	
Ⓣ	TELEPHONE MANHOLE	
Ⓜ	MANHOLE	
	GAS MARKER	
T	TELEPHONE UTILITY	
MB	MAILBOX	
	SIGN	
FO	FIBER OPTIC	
	UTILITY VAULT	
	CLEAN OUT	
	GAS VALVE	
×	FENCE LINES	
OE OE	OVERHEAD ELECTRIC LINES	
UGE	UNDERGROUND ELECTRIC LINES	
UGW	UNDERGROUND WATER LINES	W
GAS	UNDERGROUND GAS LINES	
SAN	SANITARY SEWER LINES	
STM	STORM SEWER LINES	
UGT	UNDERGROUND TELEPHONE	
ROW	RIGHT OF WAY	
	WATER MAIN TO BE ABANDONED IN PLACE	
	PALM	
	OAK	
	PINE	

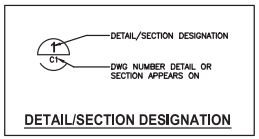
STANDARD ABBREVIATIONS

ARV	AIR RELEASE VALVE
ASTM	AMERICAN SOCIETY FOR TESTING AND MATERIALS
AVE	AVENUE
AWWA	AMERICAN WATER WORKS ASSOCIATION
B/L	BASELINE OF CONSTRUCTION
BFP	BACKFLOW PREVENTER
BFV	BUTTERFLY VALVE
BLDG	BUILDING
BLVD	BOULEVARD
BM	BENCH MARK
BO	BLOW-OFF
(C)	COMPUTED MEASUREMENT
COB	CITY OF BRADENTON
DET	DETAIL
DI	DUCTILE IRON
DIA	DIAMETER
DIP	DUCTILE IRON PIPE
DWG	DRAWING
E	EAST
EA	EACH
EL, ELEV	ELEVATION
ELEC	ELECTRICAL
EOP	EDGE OF PAVEMENT
ERCP	ELLIPTICAL REINFORCED CONCRETE PIPE
EXIST	EXISTING
FFE	FINISHED FLOOR ELEVATION
FDC	FIRE DEPARTMENT CONNECTION
FDEP	FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
FDOT	FLORIDA DEPARTMENT OF TRANSPORTATION
FG	FINISHED GRADE
FH	FIRE HYDRANT
FL	FLOW LINE
FO	FIBER OPTIC
FT	FOOT
GAL	GALLON
GEN	GENERATOR
GND	GROUND
GV	GATE VALVE
HDD	HORIZONTAL DIRECTIONAL DRILL
HDPE	HIGH DENSITY POLYETHYLENE
HWL	HIGH WATER LEVEL
ID	INSIDE DIAMETER
LF	LINEAR FEET
LS	LIFT STATION
LT	LEFT
LWL	LOW WATER LEVEL
MAX	MAXIMUM
MES	MITERED END SECTION
MH	MANHOLE
MIN	MINIMUM
MISC	MISCELLANEOUS
MJ	MECHANICAL JOINT
N	NORTH
N/A	NOT APPLICABLE
NAD	NORTH AMERICAN DATUM
NAVD	NORTH AMERICAN VERTICAL DATUM
NE	NORTH EAST
NGVD	NATIONAL GEODETIC VERTICAL DATUM
NIC	NOT IN CONTRACT
NPDES	NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM
NTS	NOT TO SCALE
NW	NORTH WEST
OD	OUTSIDE DIAMETER
P/L	PROPERTY LINE
PB	PULL BOX
PID	PARCEL INDENTIFICATION
PP	POWER POLE
PSI	POUNDS PER SQUARE INCH
PT	POINT of TANGENT
PV	PLUG VALVE
PVC	POLYVINYL CHLORIDE
PVMT	PAVEMENT
PWR	POWER
(R)	RECORD MEASUREMENT
RAD	RADIUS
R/W, ROW	RIGHT-OF-WAY
RCP	REINFORCED CONCRETE PIPE
RED	REDUCER
RJ	RESTRAINED JOINT
RT	RIGHT
S	SOUTH
SAN	SANITARY
SCH	SCHEDULE
SE	SOUTH EAST
SR	STATE ROAD
STA	STATION
STCI	STORMWATER CURB INLET
STD	STANDARD
STM	STORM
STMH	STORMWATER MANHOLE
SW	SOUTH WEST
SWFWMD	SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
SY	SQUARE YARD
TBM	TEMPORARY BENCHMARK
TOB	TOP OF BANK
TOC	TOP OF CONCRETE, TOP OF CURB
TOE	TOE OF SLOPE
TYP	TYPICAL
UG	UNDERGROUND
UGE	UNDERGROUND ELECTRIC
UGG	UNDERGROUND GAS
UGT	UNDERGROUND TELEPHONE
UGW	UNDERGROUND WATER
VCP	VITRIFIED CLAY PIPE
VERT	VERTICAL
W	WEST
W/	WITH
WM	WATER MAIN
WSE, WSEL	WATER SURFACE ELEVATION
WT	WEIGHT
WV	WATER VALVE

NOTE:
1. NOT ALL ABBREVIATIONS MAY BE USED FOR THIS PROJECT.



SECTION DESIGNATION



DETAIL/SECTION DESIGNATION

UTILITY CONTACTS

ORGANIZATION	CONTACT AND TITLE	ADDRESS	TELEPHONE NUMBER
CITY OF BRADENTON	KIM CLAYBACK ENGINEERING MANAGER	888-13th AVENUE EAST BRADENTON, FL. 34208	(941) 708-6300
FLORIDA POWER AND LIGHT TRANSMISSION	RALPH DIAZ	700 UNIVERSE BLVD. DEPT. TS4/JW JUNO BEACH, FL 33408	(561) 904-3617
FLORIDA POWER AND LIGHT DISTRIBUTION	GREG COKER	1253 12th AVENUE EAST PALMETTO, FL. 34221	(941) 723-4430
BRIGHT HOUSE	DAN BARBER	5413 SR. 64 EAST BRADENTON, FL. 34208	(941) 748-3816
TECO/PEOPLE'S GAS SYSTEM, INC.	ALEX McFARLANE	8261 VICO CT. SARASOTA, FL. 34240	(813) 275-3762
FRONTIER	DENISE HUTTON	1701 RINGLING BLVD. MCFLSS 4113 SARASOTA, FL. 34236	(941) 906-6722
SUNSHINE ONE-CALL	–	–	1-800-432-4770
MANATEE COUNTY UTILITIES	KATHY McMAHON	4520 66TH ST WEST BRADENTON, FL. 34210	792-8811 EXT. 5002
MANATEE COUNTY TRAFFIC DESIGN DIVISION	MUKUNDA GOPALAKRISHNA	2101 47th TERRACE EAST BRADENTON, FL. 34203	(941) 749-3500 EXT. 7859
CSX R/R TRANSPORTATION	DOUGLAS HALPIN	4901 BELFORD RD. SUITE 130 JACKSONVILLE, FL 32256	(904) 245-1057
BLACK AND VEATCH-TAMPA	KEN SOULE	3405 W MLKJR BLVD SUITE 125 TAMPA, FL 33607	(813) 539-2274
MCI/VERIZON BUSINESS	CHUCK CZUMAK	1701 RINGLING BLVD. SARASOTA, FL 34240	(941) 906-6703
OPITCALTEL	NICK IAFFALDANO	MIAMI, FL	(888) 860-4088
CROWN CASTLE NG	STAKE CENTER LOCATING	SARASOTA, FL	(888) 860-4088

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KIM B. CLAYBACK, P.E.
PROJECT ENGINEER

bradenton
The Personality Side
Public Works and Utilities

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

LIFT STATION 27 & 35
ELECTRICAL IMRPOVEMENTS

ABBREVIATIONS, CIVIL LEGEND and UTILITY CONTACTS

KIM B. CLAYBACK, PE
REG. PROF. ENGINEER #71516

DATE DEC, 2025
SCALE NONE
PROJECT NO. 40859000-563000-#####
DWG. NO. G-3

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SEDIMENT AND EROSION CONTROL NOTES

1. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING ALL NON-REUSABLE SILT FROM THE SITE AND ASSURING PLAN ALIGNMENT AND GRADE IN ALL DITCHES AND SWALES AT COMPLETION OF CONSTRUCTION.
2. THE SITE CONTRACTOR IS RESPONSIBLE FOR REMOVING THE TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES AFTER COMPLETION OF CONSTRUCTION AND ONLY WHEN AREAS HAVE BEEN STABILIZED.
3. ADDITIONAL PROTECTION – ON-SITE PROTECTION IN ADDITION TO THE ABOVE MUST BE PROVIDED THAT WILL NOT PERMIT SILT TO LEAVE THE PROJECT CONFINES DUE TO UNSEEN CONDITIONS OR ACCIDENTS.
4. CONTRACTOR SHALL INSURE THAT ALL DRAINAGE STRUCTURES, PIPES, ETC. ARE CLEANED OUT AND WORKING PROPERLY AT TIME OF ACCEPTANCE.
5. WIRE MESH SHALL BE LAID OVER EACH DROP INLET SO THAT THE WIRE EXTENDS A MINIMUM IF 1FT BEYOND EACH SIDE OF THE INLET STRUCTURE. HARDWARE CLOTH OR COMPARABLE WIRE MESH WITH 1/2 INCH OPENINGS SHALL BE USED. IF MORE THAN ONE STRIP OF MESH IS NECESSARY, THE STRIPS SHALL BE OVERLAPPED.
6. FDOT NO. 1 COARSE AGGREGATE SHALL BE PLACED OVER THE WIRE MESH AS INDICATED ON SEDIMENT FILTER DETAIL (SEE DETAIL G-8). THE DEPTH OF STONE SHALL BE AT LEAST 1FT OVER THE ENTIRE INLET OPENING. THE STONE SHALL EXTEND BEYOND THE INLET OPENING AT LEAST 1.5FT ON ALL SIDES.
7. IF THE STONE FILTER BECOMES CLOGGED WITH SEDIMENT SO THAT IT NO LONGER ADEQUATELY PERFORMS ITS FUNCTION, THE STONES MUST BE PULLED AWAY FROM THE INLET, CLEANED AND REPLACED.
8. SEDIMENT DEPOSITS SHOULD BE REMOVED AFTER EACH RAINFALL OR WHEN THE LEVEL OF DEPOSITION REACHES APPROXIMATELY ONE-THIRD THE HEIGHT OF THE BARRIER.
9. ANY SEDIMENT DEPOSITS REMAINING IN PLACE, AFTER THE SYNTHETIC BALE OR FILTER BARRIERS, AND OR SILT FENCES ARE NO LONGER REQUIRED, SHALL BE DRESSED TO CONFORM TO THE EXISTING GRADE, PREPARED AND SODDED.
10. SHOULD THE FABRIC ON A SILT FENCE OR FILTER BARRIER DECOMPOSE OR BECOME INEFFECTIVE PRIOR TO THE END OF THE EXPECTED USABLE LIFE AND THE BARRIER STILL BE NECESSARY, THE FABRIC SHALL BE REPLACED IMMEDIATELY.
11. SEDIMENT SHALL BE REMOVED AND THE TRAP RESTORED TO ITS ORIGINAL DIMENSIONS WHEN THE SEDIMENT HAS ACCUMULATED 1/3 THE DESIGN DEPTH OF THE TRAP. REMOVED SEDIMENT SHALL BE DEPOSITED IN A SUITABLE AREA IN SUCH A MANNER THAT IT WILL NOT ERODE.
12. THE CONTRACTOR SHALL MAINTAIN A CLEAR PATH FOR ALL SURFACE WATER DRAINAGE STRUCTURES AND SWALES AS WELL AS PROVIDE MEASURES TO PREVENT SILTATION OF STORMWATER TREATMENT SYSTEMS AND CONTROL STRUCTURES DURING ALL PHASES OF CONSTRUCTION. THE CONTRACTOR SHALL UTILIZE WHATEVER MEANS NECESSARY TO MANAGE STORMWATER SUCH THAT IMPACT TO CONSTRUCTION IS MINIMIZED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL WORK, INCLUDING PROVIDING EQUIPMENT, LABOR, FILL, ETC. NECESSARY TO REMEDIATE AND/OR RESTORE ALL AREAS IMPACTED BY EROSION, RUNOFF, AND STORMWATER.
13. FOR ADDITIONAL INFORMATION ON SEDIMENT AND EROSION CONTROL REFER TO "THE FLORIDA DEVELOPMENT MANUAL – A GUIDE TO SOUND LAND AND WATER MANAGEMENT" FROM THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL REGULATION (FDER) CHAPTER 6.
14. EROSION AND SEDIMENT CONTROL BARRIERS SHALL BE PLACED ADJACENT TO ALL WETLAND AREAS WHERE THERE IS POTENTIAL FOR DOWNSTREAM WATER QUALITY DEGRADATION.
15. SOD SHALL BE PLACED IN AREAS WHICH REQUIRE IMMEDIATE EROSION PROTECTION TO ENSURE WATER QUALITIES ARE MAINTAINED.
16. ANY DISCHARGE FROM DEWATERING ACTIVITY SHALL BE FILTERED AND CONVEYED TO A SEDIMENTATION BASIN IN A MANNER WHICH PREVENTS EROSION AND TRANSPORTATION OF SUSPENDED SOLIDS TO THE RECEIVING OUTFALLS.
17. DEWATERING PUMPS SHALL NOT EXCEED THE CAPACITY OF THAT WHICH REQUIRES A CONSUMPTIVE USE PERMIT FROM THE SWFWMD.
18. ALL DEWATERING, EROSION, AND SEDIMENT CONTROL SHALL REMAIN IN PLACE UNTIL AFTER COMPLETION OF CONSTRUCTION, AND REMOVED ONLY WHEN AREAS HAVE BEEN STABILIZED.
19. ALL DISTURBED AREAS SHALL BE GRASSED, FERTILIZED AND MULCHED UNTIL A PERMANENT VEGETATIVE COVER IS ESTABLISHED. CONTRACTOR SHALL USE ADDITIONAL MEASURES TO STABILIZE DISTURBED AREAS THROUGH COMPACTION, SILT SCREENS AND GRASSING. ALL FILL SLOPES 6:1 OR STEEPER TO RECEIVE STAKED SOLID SOD.
20. THE CONTRACTOR SHALL BE REQUIRED TO RESPOND TO ALL WATER MANAGEMENT DISTRICT INQUIRIES, RELATIVE TO COMPLIANCE OF SWFWMD FOR EROSION AND SEDIMENTATION CONTROL. THE COST OF THIS COMPLIANCE SHALL BE PART OF THE CONTRACT.
21. THE CONTRACTOR IS RESPONSIBLE FOR FOLLOWING THE BEST EROSION AND SEDIMENT CONTROL PRACTICES AS OUTLINED IN THE PLANS AND SPECIFICATIONS AND THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT RULES AND REGULATIONS.
22. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ESTABLISHING A PERMANENT STAND OF SOD AND/OR GRASS PER THE CONTRACT DOCUMENTS, THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT, CITY OF BRADENTON STANDARDS, AND MEETING THE NPDES FINAL STABILIZATION REQUIREMENTS.
23. THESE PLANS INCLUDING THE POLLUTION PREVENTION PLAN INDICATE THE MINIMUM EROSION & SEDIMENT CONTROL MEASURES REQUIRED FOR THIS PROJECT. CONTRACTOR IS REQUIRED TO INSURE CONFORMANCE TO STATE AND FEDERAL WATER QUALITY STANDARDS AND MAY NEED TO INSTALL ADDITIONAL CONTROLS TO CONFORM TO AGENCIES REQUIREMENTS. IF A WATER QUALITY VIOLATION OCCURS, THE CONTRACTOR SHALL BE WHOLLY RESPONSIBLE FOR ALL DAMAGE AND ALL COSTS WHICH MAY RESULT INCLUDING LEGAL FEES, CONSULTANT FEES, CONSTRUCTION COSTS, AND FINES.
24. 48 HOURS PRIOR TO COMMENCEMENT OF CONSTRUCTION, THE CONTRACTOR WILL SUBMIT A "NOTICE OF INTENT" TO THE FDEP IN ACCORDANCE WITH NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM RULES AND REGULATIONS. (FOR ANY CONSTRUCTION NOT COVERED BY THE OWNER'S "NOTICE OF INTENT" PERMIT")

STORMWATER POLLUTION PREVENTION NOTES

GENERAL

1. THE STORM WATER POLLUTION PREVENTION PLAN ("SWPPP") IS COMPRISED OF THE EROSION AND SEDIMENT CONTROL PLAN, THE STANDARD DETAILS, THE PLAN NARRATIVE, ATTACHMENTS INCLUDED IN SPECIFICATIONS OF THE SWPPP, PLUS THE PERMIT AND ALL SUBSEQUENT REPORTS AND RELATED DOCUMENTS.
2. ALL CONTRACTORS AND SUBCONTRACTORS INVOLVED WITH STORM WATER POLLUTION PREVENTION SHALL OBTAIN A COPY OF THE STORM WATER POLLUTION PREVENTION PLAN AND THE STATE OF FLORIDA NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM GENERAL PERMIT (NPDES PERMIT) AND BECOME FAMILIAR WITH THEIR CONTENTS.
3. THE CONTRACTOR SHALL IMPLEMENT BEST MANAGEMENT PRACTICES AS REQUIRED BY THE SWPPP. ADDITIONAL BEST MANAGEMENT PRACTICES SHALL BE IMPLEMENTED AS DICTATED BY CONDITIONS AT NO ADDITIONAL COST TO THE OWNER THROUGHOUT ALL PHASES OF CONSTRUCTION.
4. BEST MANAGEMENT PRACTICES (BMP'S) AND CONTROLS SHALL CONFORM TO FEDERAL, STATE, OR LOCAL REQUIREMENTS OR MANUAL OF PRACTICE, AS APPLICABLE. THE CONTRACTOR SHALL IMPLEMENT ADDITIONAL CONTROLS AS DIRECTED BY THE PERMITTING AGENCY OR OWNER.
5. CONTRACTOR SHALL DENOTE ON PLAN THE TEMPORARY PARKING AND STORAGE AREA WHICH SHALL ALSO BE USED AS THE EQUIPMENT MAINTENANCE AND CLEANING AREA, AND AREA FOR LOCATING PORTABLE FACILITIES, OFFICE TRAILERS, AND TOILET FACILITIES.
6. SUFFICIENT OIL AND GREASE ABSORBING MATERIALS AND FLOATATION BOOMS SHALL BE MAINTAINED ON SITE OR READILY AVAILABLE TO CONTAIN AND CLEAN-UP FUEL OR CHEMICAL SPILLS AND LEAKS.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING SEDIMENT IN THE DETENTION POND AND ANY SEDIMENT THAT MAY HAVE COLLECTED IN THE STORM SEWER DRAINAGE SYSTEMS IN CONJUNCTION WITH THE STABILIZATION OF THE SITE.
8. ON-SITE AND OFF-SITE SOIL STOCKPILE, AND BORROW AREAS SHALL BE PROTECTED FROM EROSION AND SEDIMENTATION THROUGH IMPLEMENTATION OF BEST MANAGEMENT PRACTICES. STOCKPILE AND BORROW AREA LOCATIONS SHALL BE NOTED ON THE EROSION CONTROL PLAN AND PERMITTED IN ACCORDANCE WITH GENERAL PERMIT REQUIREMENTS.
9. FUEL AND OTHER PETROLEUM PRODUCT SPILLS SHALL BE CONTAINED, CLEANED UP AND REPORTED IMMEDIATELY.
10. THE CONTRACTOR SHALL INSTALL FILTER FABRIC OVER ALL DRAINAGE STRUCTURES FOR THE DURATION OF CONSTRUCTION AND UNTIL ACCEPTANCE OF THE PROJECT BY THE OWNER. ALL DRAINAGE STRUCTURES SHALL BE CLEANED OF DEBRIS AS REQUIRED DURING AND AT THE END OF CONSTRUCTION TO PROVIDE POSITIVE DRAINAGE FLOWS.
11. IF DEWATERING IS REQUIRED, THE CONTRACTOR SHALL OBTAIN ANY APPLICABLE REQUIRED PERMITS. THE CONTRACTOR IS TO COORDINATE WITH THE OWNER AND THE ENGINEER PRIOR TO ANY EXCAVATION.
12. STRIP TOPSOIL AND ORGANIC MATTER FROM ALL AREAS OF THE SITE AS REQUIRED. IN SOME CASES TOPSOIL MAY BE STOCKPILED ON SITE FOR PLACEMENT WITHIN LANDSCAPED AREAS BUT ONLY AS DIRECTED BY THE OWNER.
13. FIELD DENSITY TESTS SHALL BE TAKEN AT INTERVALS IN ACCORDANCE WITH THE LOCAL JURISDICTIONAL AGENCY OR TO FDOT STANDARDS. IN THE EVENT THAT THE CONTRACT DOCUMENTS AND THE JURISDICTIONAL AGENCY REQUIREMENTS ARE NOT IN AGREEMENT, THE MOST STRINGENT SHALL GOVERN.
14. ALL SLOPES AND AREAS DISTURBED BY CONSTRUCTION SHALL BE GRADED AS PER PLANS. THE AREAS SHALL THEN BE SODDED AS SPECIFIED IN THE PLANS, FERTILIZED, AND MAINTAINED UNTIL HARDY GRASS GROWTH IS ESTABLISHED IN ALL AREAS. ANY AREAS DISTURBED FOR ANY REASON PRIOR TO FINAL ACCEPTANCE OF THE JOB SHALL BE CORRECTED BY THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER. ALL EARTHEN AREAS WILL BE SODDED AND MULCHED AS SHOWN ON THE PLANS.
15. ALL CUT OR FILL SLOPES SHALL BE 4 (HORIZONTAL): 1 (VERTICAL) OR FLATTER UNLESS OTHERWISE SHOWN.
16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CONTROL OF DUST AND DIRT RISING AND SCATTERING IN THE AIR DURING CONSTRUCTION AND SHALL PROVIDE WATER SPRINKLING OR OTHER SUITABLE METHODS OF CONTROL. THE CONTRACTOR SHALL COMPLY WITH ALL GOVERNING REGULATIONS PERTAINING TO ENVIRONMENTAL PROTECTION.
17. THE CONTRACTOR SHALL TAKE ALL REQUIRED MEASURES TO CONTROL TURBIDITY, INCLUDING BUT NOT LIMITED TO THE INSTALLATION OF TURBIDITY BARRIERS AT ALL LOCATIONS WHERE THE POSSIBILITY OF TRANSFERRING SUSPENDED SOLIDS INTO THE RECEIVING WATER BODY EXISTS DUE TO THE PROPOSED WORK. TURBIDITY BARRIERS MUST BE MAINTAINED IN EFFECTIVE CONDITION AT ALL LOCATIONS UNTIL CONSTRUCTION IS COMPLETED AND DISTURBED SOIL AREAS ARE STABILIZED. THEREAFTER, THE CONTRACTOR MUST REMOVE THE BARRIERS. AT NO TIME SHALL THERE BE ANY OFF-SITE DISCHARGE WHICH VIOLATES STATE WATER QUALITY STANDARDS.

EROSION AND SEDIMENT TRANSPORT PREVENTION

18. THE WORK SPECIFIED IN THIS SECTION CONSISTS OF MEASURES REQUIRED TO CONTROL EROSION AND TRANSPORT OF SEDIMENTS WITHIN AND FROM THE PROJECT AREA, SO AS TO PREVENT THE DEGRADATION OF RECEIVING WATERS, DETRIMENTAL EFFECTS ON PUBLIC OR PRIVATE PROPERTY ADJACENT TO THE PROJECT AND DAMAGE WITHIN THE PROJECT AREA. THESE MEASURES WILL INCLUDE THE CONSTRUCTION AND MAINTENANCE OF TEMPORARY AND PERMANENT EROSION CONTROLS.
19. CONSTRUCTION OPERATIONS SHALL BE RESTRICTED TO THOSE AREAS WHERE IT IS NECESSARY TO PERFORM FILLING OR EXCAVATION TO ACCOMPLISH THE WORK SHOWN ON THE DRAWINGS AND TO THOSE AREAS WHICH MUST BE ENTERED TO CONSTRUCT TEMPORARY OR PERMANENT STRUCTURES. AS SOON AS THE CONDITIONS WILL PERMIT, RIVERS, STREAMS, IMPOUNDMENT, STORMWATER STORAGE AND CONVEYANCE SYSTEMS AND ANY ONSITE RECEIVING WATER BODIES SHALL BE PROMPTLY CLEARED OF ALL OBSTRUCTIONS PLACED THEREIN OR CAUSED BY CONSTRUCTION OPERATIONS. RUNOFF FROM UNSTABILIZED AREAS SHALL BE DIRECTED TO EITHER THE OFFSITE POND OR TREATED THROUGH SILT FENCES BEFORE DISCHARGING FROM THE PROPERTY.

EROSION PRACTICES

20. PERMANENT EROSION CONTROL FEATURES SHALL BE INCORPORATED INTO THE PROJECT AT THE EARLIEST PRACTICAL TIME. TEMPORARY CONTROL FEATURES WILL BE USED TO CORRECT CONDITIONS THAT DEVELOP DURING CONSTRUCTION WHICH WERE NOT FORESEEN AT THE TIME OF DESIGN TO CONTROL EROSION PRIOR TO THE TIME IT IS PRACTICAL TO CONSTRUCT PERMANENT CONTROL FEATURES.
21. TEMPORARY EROSION CONTROL MAY BE USED IN CONTROLLING EROSION IN AREAS WHERE CONDITIONS NOT UNDER THE CONTROL OF THE CONTRACTOR, PRECLUDE COMPLETION OF A SECTION OF A PROJECT IN A CONTINUOUS MANNER, AND FOR CONTROLLING EROSION IN AREAS WHERE CONSTRUCTION OPERATIONS MUST BE PERFORMED SUBSEQUENTLY THAT WILL CAUSE DAMAGE TO PERMANENT EROSION CONTROL FEATURES. TEMPORARY EROSION AND WATER POLLUTION CONTROL FEATURES SHALL CONSIST OF, BUT NOT BE LIMITED TO, GRASS, TEMPORARY MULCHING, SANDBAGGING, SEDIMENT BASINS, SEDIMENT CHECKS/EARTH DITCH CHECKS, BERMS, FLOATING TURBIDITY BARRIERS AND SILT FENCE.

STABILIZATION PRACTICES

22. TEMPORARY STABILIZATION – SOIL STOCK PILES AND DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY TEMPORARILY CEASES FOR AT LEAST 21 DAYS WILL BE STABILIZED WITHIN 7 DAYS FROM THE LAST CONSTRUCTION ACTIVITY IN THAT AREA. THESE AREAS SHALL BE STABILIZED WITH TEMPORARY SEED AND MULCH. THE SURFACE AREAS OF UNPROTECTED ERODIBLE EARTH EXPOSED BY CLEARING AND GRUBBING, EXCAVATION OR FILLING OPERATIONS SHALL BE KEPT TO A MINIMUM AS PRACTICAL.
23. PERMANENT STABILIZATION – ALL DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE PERMANENTLY CEASED WILL BE STABILIZED BY SOD IN ACCORDANCE WITH THE LANDSCAPING PLANS AND/OR CONSTRUCTION PLANS.

STRUCTURAL PRACTICES

24. STAKED SILT SCREENS – WILL BE INSTALLED ACCORDING TO THE PLANS TO PROTECT OFFSITE AREAS FROM ANY POSSIBLE ADVERSE EFFECTS FROM SEDIMENTS. SEDIMENT WILL BE REMOVED FROM THE UPSTREAM SIDE OF ANY SILT SCREEN ONCE THE ACCUMULATED SEDIMENT REACHES 1/3 THE HEIGHT OF THE SILT SCREEN. ANY SEDIMENT DEPOSITS OR SOIL DISTURBANCE CREATED DURING THE INSTALLATION AND REMOVAL OF SILT SCREEN SHALL BE DRESSED TO CONFORM TO THE FINISHED GRADE. THE SILT SCREEN SHALL BE INSPECTED ALONG WITH THE REST OF THE PROJECT ONCE EVERY SEVEN DAYS OR WITHIN 24 HOURS OF A RAINFALL EVENT EXCEEDING 0.5". WHERE DEFICIENCIES EXIST, ADDITIONAL SILT FENCES SHALL BE INSTALLED OR REPLACED. ATTACHMENT OF SILT SCREEN TO EXISTING TREES WILL NOT BE PERMITTED UNLESS APPROVED BY THE PROJECT ENGINEER.

NOTE: THE FOLLOWING CONTROLS CONCERN DAY-TO-DAY ACTIVITIES ON THE SITE. THE SITE SUPERINTENDENT IS RESPONSIBLE FOR SEEING THAT THEY ARE CARRIED OUT APPROPRIATELY.

WASTE DISPOSAL

25. WASTE MATERIALS – ALL WASTE MATERIALS WILL BE COLLECTED AND STORED IN METAL DUMPSTERS AND THEN HAULED TO AN APPROVED DISPOSAL SITE. THE DUMPSTERS WILL MEET ALL CITY SOLID WASTE MANAGEMENT REGULATIONS. ALL TRASH AND CONSTRUCTION DEBRIS FROM THE SITE WILL BE DEPOSITED IN THE DUMPSTER. NO CONSTRUCTION WASTE WILL BE BURIED ON THE SITE. ALL PERSONNEL WILL BE INSTRUCTED IN THE CORRECT PROCEDURE FOR WASTE DISPOSAL. EMPLOYEE WASTE AND OTHER LOOSE MATERIALS, E.G., CUPS, CANS, BAGS, ETC., WILL BE COLLECTED SO AS TO PREVENT THE RELEASE OF 'FLOATABLES' DURING RUNOFF EVENTS.
26. HAZARDOUS WASTE – ALL HAZARDOUS WASTE MATERIALS WILL BE DISPOSED OF IN THE MANNER SPECIFIED BY LOCAL OR STATE REGULATIONS, OR BY THE MANUFACTURER.
27. SANITARY WASTE – ALL SANITARY WASTE WILL BE COLLECTED FROM THE PORTABLE UNITS IN A TIMELY MANNER MEETING ALL LOCAL AND STATE REGULATIONS.

OFFSITE VEHICLE TRACKING

28. MONITORING OF OFFSITE TRACKING OF SEDIMENTS AT THE ENTRANCES IS ESSENTIAL WHERE SILT FENCE WILL NOT BE PLACED TO ENABLE ACCESS TO THE SITE. IF IT APPEARS THAT SIGNIFICANT AMOUNTS OF SEDIMENT ARE BEING TRACKED OFF THE SITE, GRAVEL ENTRANCES OR OTHER EQUIVALENT MEASURES ARE RECOMMENDED TO HELP DISLODGE THE SOIL, SEDIMENT AND DIRT BEFORE THE VEHICLES LEAVE THE SITE.

TIMING OF CONTROL MEASURES

29. AREAS WHERE THE GROUND HAS BEEN DISTURBED AND CONSTRUCTION ACTIVITIES TEMPORARILY WILL CEASE FOR MORE THAN 21 DAYS SHALL BE STABILIZED WITH A TEMPORARY SEED AND MULCH WITHIN 7 DAYS OF THE LAST DISTURBANCE. ONCE CONSTRUCTION ACTIVITY CEASES PERMANENTLY IN AN AREA WHERE THE GROUND HAS BEEN DISTURBED, THAT AREA WILL BE STABILIZED WITH SOD OR OTHER SUITABLE STABILIZATION MATERIALS. AFTER THE SITE IS STABILIZED, ALL EXCESS SEDIMENTS AND DEBRIS WILL BE REMOVED FROM THE PONDS AND STORMWATER CONVEYANCE SYSTEM/STRUCTURES RECEIVING DIRECT RUNOFF FROM THE AREA.

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 K.B.C.,D.L.R.
DRAWN S.R.N.
CHECKED K.B.C.
KIM B. CLAYBACK, P.E.
PROJECT ENGINEER

bradenton — The Friendly Side — Public Works and Utilities

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

LIFT STATION 27 & 35
ELECTRICAL IMRPOVEMENTS

STORMWATER POLLUTION
PREVENTION PLAN NOTES

KIM B. CLAYBACK, PE
REG. PROF. ENGINEER #71516

DATE: DEC, 2025
SCALE: NONE
PROJECT NO.: 40859000-563000-#####
DWG. NO.: G-4

Filename: P:\ENGINEERING\INTERNAL PROJECTS\LIFT STATIONS\LS 27 & 35 LIFT STATION ELECTRICAL IMPROVEMENTS\27 & 35 ELECTRICAL IMPROV.-BID SET 5.13.2025\LIFT STATION 27 & 35 ELECTRICAL IMPROVEMENTS-10.29.25.DWG
Saved on: 6/2/2026 3:24:05 PM By: S_NUNEZ Date Plotted: 6/2/2026 3:40:36 PM

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OWNER NAME AND ADDRESS

CITY OF BRADENTON
888 13TH AVEUNE EAST
BRADENTON, FL 34208

PROJECT DESCRIPTION
THIS PROJECT CONSISTS OF ELECTRICAL IMPROVEMENTS TO SAID LIFT STATIONS 27 & 35.

SEQUENCE OF MAJOR ACTIVITIES

THE ORDER OF MAJOR ACTIVITIES WILL BE AS FOLLOWS:

1. INSTALL SILT FENCE AS SHOWN ON PLANS.
2. STABILIZE CLEARED AREAS WITHIN 48 HOURS OF LAST DISTURBANCE.
3. COMPLETE GRADING AND INSTALL PERMANENT SODDING.
4. WHEN ALL CONSTRUCTION IS COMPLETE, STABILIZE (E.G. SOD, ETC) ANY REMAINING DISTURBED AREAS.

SUFFICIENT PRECAUTIONS SHALL BE TAKEN TO PREVENT POLLUTION OF STREAMS, CANALS, LAKES, RESERVOIRS, WETLANDS, AND OTHER WATER IMPOUNDMENTS. ALSO, OPERATIONS SHALL BE CONDUCTED AND SCHEDULED SO AS TO AVOID POLLUTION OR SILTATION OF STREAMS, WATER BODIES, ETC.

STORM WATER POLLUTION PREVENTION PLAN
INSPECTION AND MAINTENANCE REPORT FORM

(Inspections must occur at least once a week and within 24 hours of the end of a storm event that is 0.50 inches or greater)

FDEP NPDES Stormwater Identification Number: FLR10_____

Location	Rain Data	Type of Control (see below)	Date Installed/ Modified	Current Condition (see below)	Corrective Action/Other Remarks

Condition Code:
G=Good M=Marginal, needs maintenance or replacement P=Poor, needs immediate maintenance or replacement
C=Needs to be cleaned O=Other

Control Type Codes:

1. Silt Fence	10. Storm drain inlet protection	19. Reinforced soil retaining system	28. Tree protection
2. Earth dikes	11. Vegetative buffer strip	20. Gabion	29. Detention pond
3. Structural Diversion	12. Vegetative preservation area	21. Sediment basin	30. Retention pond
4. Swale	13. Retention pond	22. Temporary seed/sod	31. Waste disposal/housekeeping
5. Sediment Trap	14. Construction entrance stabilization	23. Permanent seed/sod	32. Dam
6. Check dam	15. Perimeter ditch	24. Mulch	33. Sand bag
7. Subsurface drain	16. Curb and gutter	25. Hay bales	34. Other
8. Pipe slope drain	17. Paved road surface	26. Geotextile	
9. Level spreaders	18. Rock outlet protection	27. Rip-rap	

Inspector Information:

_____ _____ _____
Name Qualification Date

The above signature also shall certify that this facility is in compliance with the Stormwater Pollution Prevention Plan and the State of Florida Generic Permit for Stormwater Discharge from Large and Small Construction Activities if there are not any incidents of non-compliance identified above.

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

POLLUTION PREVENTION PLAN CERTIFICATION

I CERTIFY UNDER PENALTY OF LAW THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ASSURE THAT QUALIFIED PERSONNEL PROPERLY GATHERED AND EVALUATED THE INFORMATION SUBMITTED. BASED ON MY INQUIRY OF THE PERSON OR PERSONS WHO MANAGE THE SYSTEM, OR THOSE PERSONS DIRECTLY RESPONSIBLE FOR GATHERING THE INFORMATION, THE INFORMATION SUBMITTED IS, TO THE BEST OF MY KNOWLEDGE AND BELIEF, TRUE, ACCURATE, AND COMPLETE. I AM AWARE THAT THERE ARE SIGNIFICANT PENALTIES FOR SUBMITTING FALSE INFORMATION, INCLUDING THE POSSIBILITY OF FINE AND IMPRISONMENT FOR KNOWING VIOLATIONS.

CITY OF BRADENTON
88813TH ST W BRADENTON, FL 34208

SIGNED: _____ PRINT NAME: _____

DATE: _____

CONTRACTOR'S CERTIFICATION

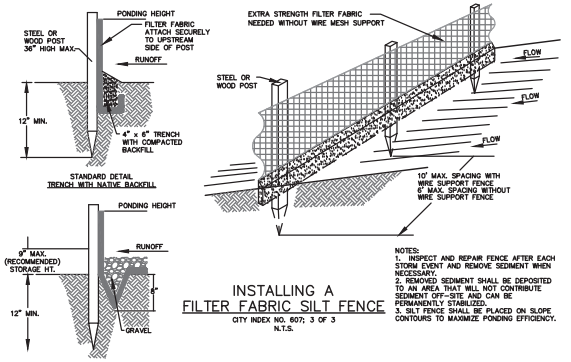
THIS SWPPP MUST CLEARLY IDENTIFY, FOR EACH MEASURE IDENTIFIED WITHIN THE SWPPP, THE CONTRACTOR(S) OR SUBCONTRACTOR(S) THAT WILL IMPLEMENT EACH MEASURE. ALL CONTRACTOR(S) AND SUBCONTRACTOR(S) IDENTIFIED IN THE SWPPP MUST SIGN THE FOLLOWING CERTIFICATION:

"I CERTIFY UNDER PENALTY OF LAW THAT I UNDERSTAND, AND SHALL COMPLY WITH, THE TERMS AND CONDITIONS OF THE STATE OF FLORIDA GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES AND THIS STORMWATER POLLUTION PREVENTION PLAN PREPARED THERE UNDER."

SIGNATURE/DATE: _____
NAME: _____

COMPANY NAME: _____
ADDRESS: _____

TELEPHONE NO: _____
RESPONSIBILITY: _____



INSTALLING A FILTER FABRIC SILT FENCE
CITY INDEX NO. 607; 3 OF 3
N.T.S.

SILT FENCE DETAIL 1 ####
NTS

Filename: P:\ENGINEERING\INTERNAL PROJECTS\LIFT STATIONS\LS 27 & 35 LIFT STATION ELECTRICAL IMPROVEMENTS\27 & 35 ELECTRICAL IMPROV.-BID SET 5.13.2025\LIFT STATION 27 & 35 ELECTRICAL IMPROVEMENTS-10.29.25.DWG
Saved on: 6/2/2026 3:24:05 PM By: S_NUNEZ Date Plotted: 6/2/2026 3:40:49 PM

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DATE	REVISIONS	BY

DESIGNED K.B.C.,D.L.R.
DRAWN S.R.N.
CHECKED K.B.C.
KIM B. CLAYBACK, P.E.
PROJECT ENGINEER

bradenton — The Friendly City — Public Works and Utilities

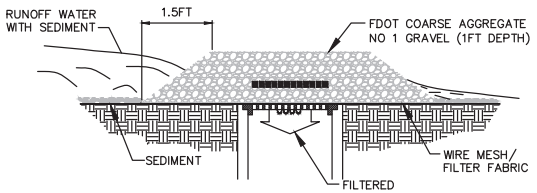
CITY OF BRADENTON
PUBLIC WORKS DEPARTMENT
888 13TH AVENUE EAST BRADENTON, FLORIDA 34208 (941) 708-6300

LIFT STATION 27 & 35
ELECTRICAL IMRPOVEMENTS

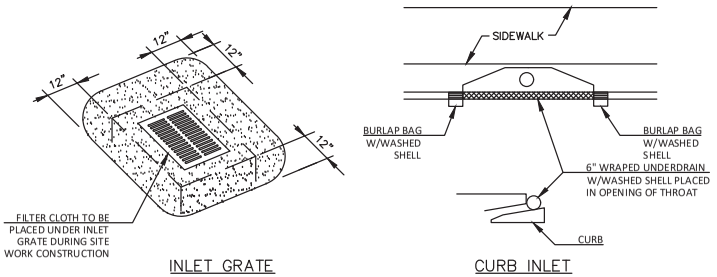
STORMWATER POLLUTION PREVENTION PLAN DETAILS

KIM B. CLAYBACK, PE
REG. PROF. ENGINEER #71516

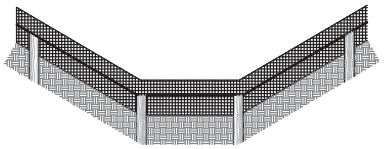
DATE: DEC, 2025
SCALE: NONE
PROJECT NO.: 40859000-563000-#####
DWG. NO.: G-5



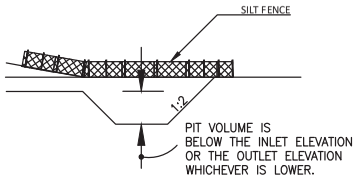
GRAVEL AND WIRE MESH DROP INLET SEDIMENT FILTER



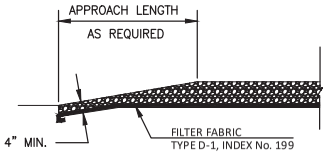
FILTER CLOTH INSTALLATION



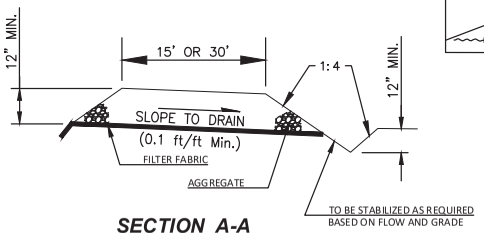
PROPER PLACEMENT OF A FILTER BARRIER IN A DRAINAGE WAY



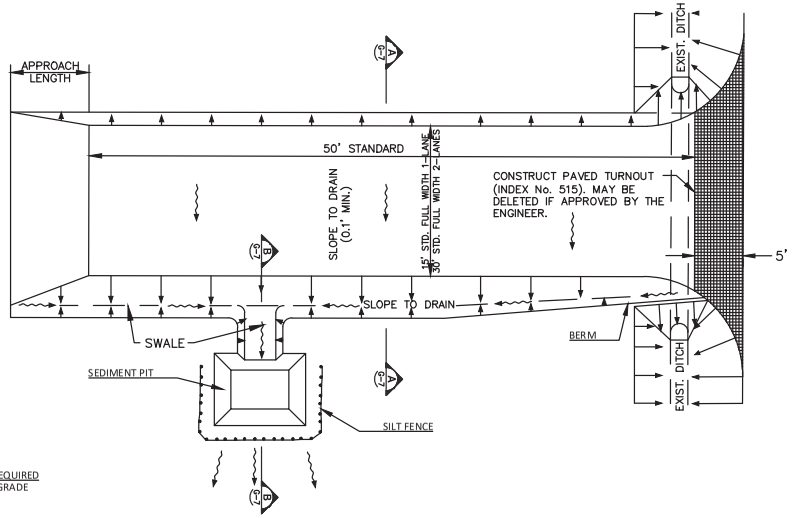
SECTION B-B



TRANSITION DETAIL



SECTION A-A



CONSTRUCTION ENTRANCE

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CHECKED K.B.C.
KIM B. CLAYBACK, P.E.
PROJECT ENGINEER

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

LIFT STATION 27 & 35
ELECTRICAL IMRPOVEMENTS

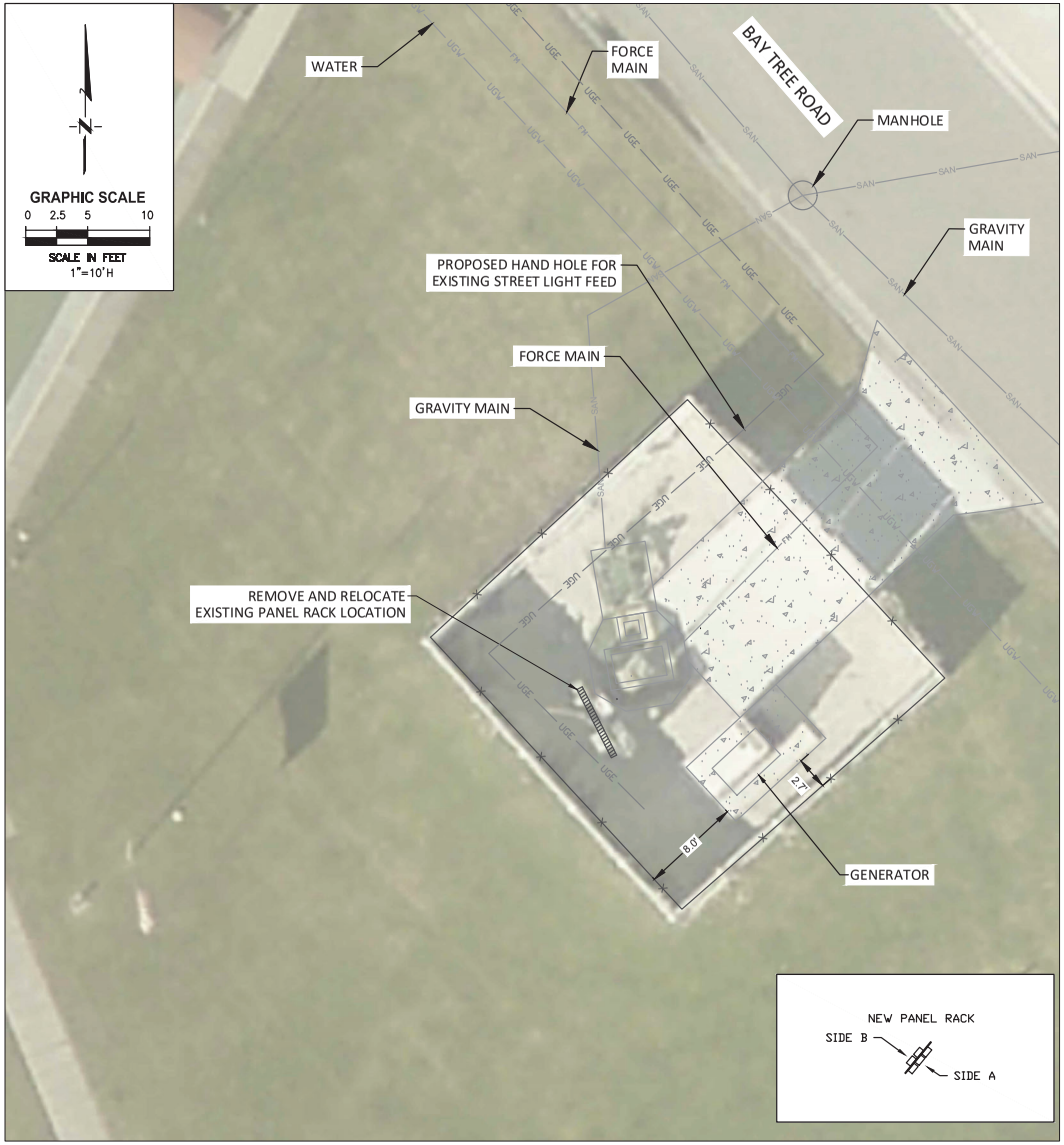
STORMWATER POLLUTION
PREVENTION PLAN DETAILS

KIM B. CLAYBACK, PE
REG. PROF. ENGINEER #71516

DATE: DEC, 2025
SCALE: NONE
PROJECT NO.: 40859000-563000-#####
DWG. NO.: G-6

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TO BE DEMOLISHED

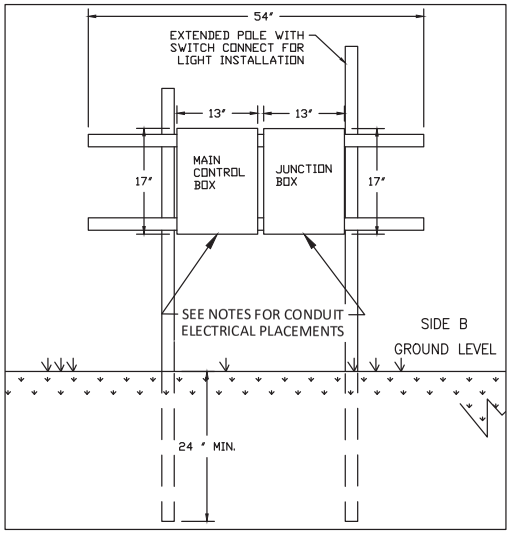
PROPOSED FENCE

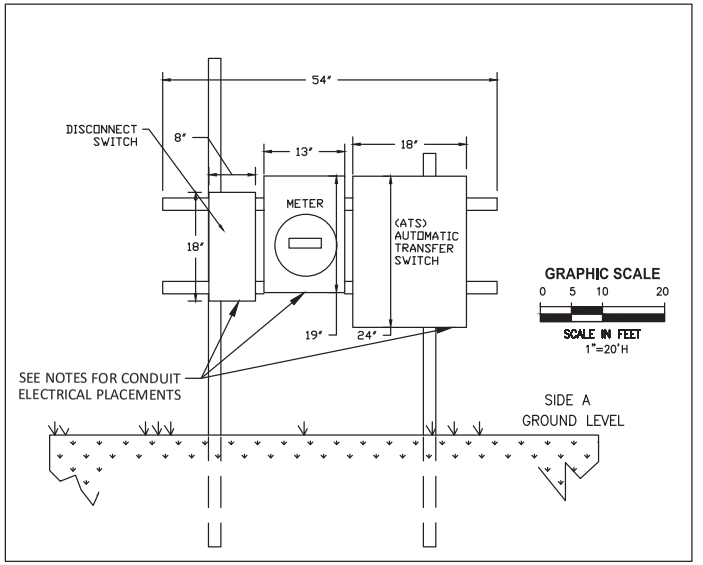
PROPOSED UGE BY FPL TO LIGHT POLE AND METER

*10LF+\- CABLES COME OUT OF THE PUMP LEAD BOX
*1" CONDUIT SCHEDULE 40 FOR UNDERGROUND
*COORDINATE WITH FPL FOR BYPASS
*RELOCATE WATER AS NECESSARY
*SALVAGE ALL RADIO & ELECTRICAL CONTROL BOX EQUIPMENT TO CHRIS WALTERS CITY OF BRADENTON
*INSTALL HOOKS FOR CONTRACTOR

GRAPHIC SCALE
0 5 10 20
SCALE IN FEET
1"=20'H

DEMOLITION COMES AFTER NEW INSTALL





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

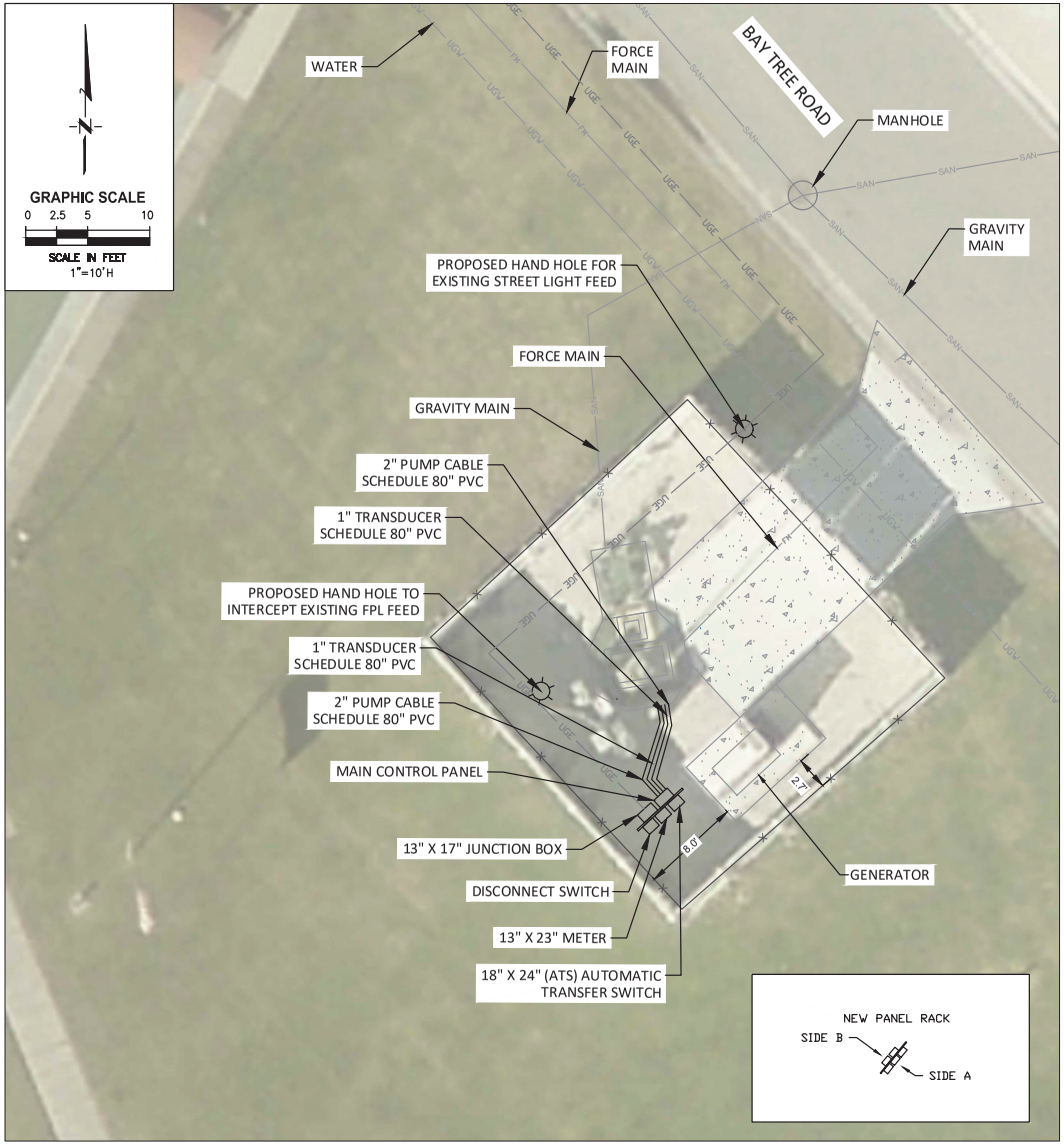
LIFT STATION 27 & 35
ELECTRICAL IMRPOVEMENTS

RIVER ISLES
LIFT STATION 27
EXISTING CONDITIONS

KIM B. CLAYBACK, PE
REG. PROF. ENGINEER #71516

DATE DEC, 2025
PROJECT NO. ######
SCALE 1"=10' H 1"=20' H
DWG. NO. C-1EC

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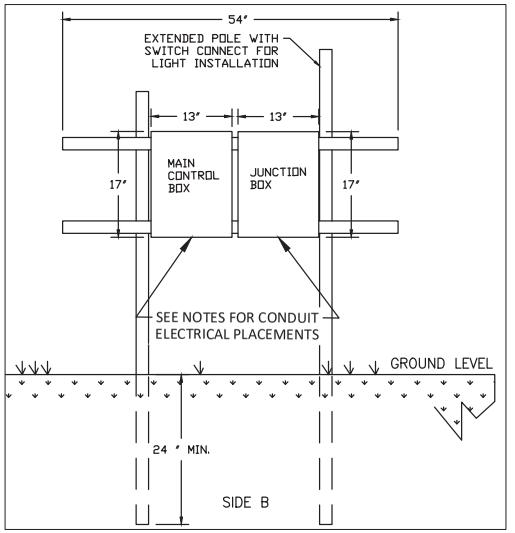
TO BE DEMOLISHED

PROPOSED FENCE

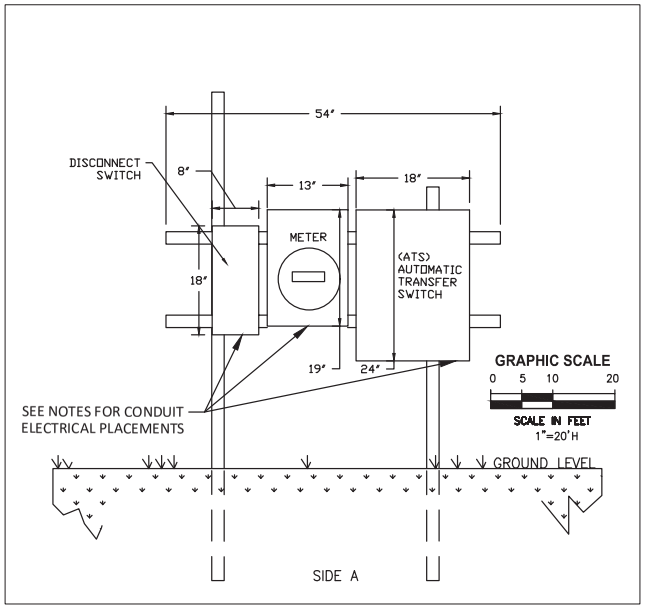
PROPOSED UGE BY FPL TO LIGHT POLE AND METER

*10LF+\- CABLES COME OUT OF THE PUMP LEAD BOX
*1" CONDUIT SCHEDULE 40 FOR UNDERGROUND
*COORDINATE WITH FPL FOR BYPASS
*RELOCATE WATER AS NECESSARY
*SALVAGE ALL RADIO & ELECTRICAL CONTROL BOX EQUIPMENT TO CHRIS WALTERS CITY OF BRADENTON
*INSTALL HOOKS FOR CONTRACTOR
*FINAL CONDUIT ROUTING AND ENTRY LOCATIONS MAY BE ADJUSTED IN THE FIELD AS NECESSARY TO ACCOMMODATE SITE CONDITIONS, SUBJECT TO APPROVAL BY CITY STAFF

GRAPHIC SCALE
0 5 10 20
SCALE IN FEET
1"=20'H



DEMOLITION COMES AFTER NEW INSTALL



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 K.B.C.,D.L.R.
DRAWN S.R.N.
CHECKED K.B.C.
KIM B. CLAYBACK, P.E.
PROJECT ENGINEER

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

LIFT STATION 27 & 35
ELECTRICAL IMRPOVEMENTS

RIVER ISLES
LIFT STATION 27
PROPOSED CONDITIONS

KIM B. CLAYBACK, PE
REG. PROF. ENGINEER #71516

DATE DEC, 2025
PROJECT NO. ######
SCALE 1"=10' H 1"=20' H
DWG. NO. C-2PC

Filename: P:\ENGINEERING\INTERNAL PROJECTS\LIFT STATIONS\LS 27 & 35 LIFT STATION ELECTRICAL IMPROVEMENTS\27 & 35 ELECTRICAL IMPROV.-BID SET 5.13.2025\LIFT STATION 27 & 35 ELECTRICAL IMPROVEMENTS-10.29.25.DWG
Saved on: 6/2/2026 2:24:52 PM By: S.NUNEZ Date Plotted: 6/2/2026 2:29:34 PM



N

GRAPHIC SCALE
0 2.5 5 10
SCALE IN FEET
1"=10'H

TO BE DEMOLISHED

*10LF+\- CABLES COME OUT OF THE PUMP LEAD BOX
*1" CONDUIT SCHEDULE 40 FOR UNDERGROUND
*COORDINATE WITH FPL FOR BYPASS
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*SALVAGE ALL RADIO & ELECTRICAL CONTROL BOX EQUIPMENT TO CHRIS WALTERS CITY OF BRADENTON
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DEMOLITION COMES AFTER NEW INSTALL

[redacted]
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DATE	REVISIONS	BY

DESIGNED K.B.C.,D.L.R.
DRAWN S.R.N.
CHECKED K.B.C.
KIM B. CLAYBACK, P.E.
PROJECT ENGINEER

bradenton
The Friendly City
Public Works and Utilities

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

LIFT STATION 27 & 35
ELECTRICAL IMRPOVEMENTS

CARLTON INLET DRIVE
LIFT STATION 35
EXISTING CONDITIONS

KIM B. CLAYBACK, PE
REG. PROF. ENGINEER #71516

DATE DEC, 2025
PROJECT NO. ######
SCALE 1"=10' H
DWG. NO. C-3EC

Filename: P:\ENGINEERING\INTERNAL PROJECTS\LIFT STATIONS\LS 27 & 35 LIFT STATION ELECTRICAL IMPROVEMENTS\27 & 35 ELECTRICAL IMPROV.-BID SET 5.13.2025\LIFT STATION 27 & 35 ELECTRICAL IMPROVEMENTS-10.29.25.DWG
Saved on: 6/2/2026 2:24:52 PM By: S.NUNEZ Date Plotted: 6/2/2026 2:52:18 PM



N

GRAPHIC SCALE
0 2.5 5 10
SCALE IN FEET
1"=10'H

*10LF+\- CABLES COME OUT OF THE PUMP LEAD BOX
*1" CONDUIT SCHEDULE 40 FOR UNDERGROUND
*COORDINATE WITH FPL FOR BYPASS
*RELOCATE WATER AS NECESSARY
*SALVAGE ALL RADIO & ELECTRICAL CONTROL BOX EQUIPMENT TO CHRIS WALTERS CITY OF BRADENTON
*INSTALL HOOKS FOR CONTRACTOR

DEMOLITION COMES AFTER NEW INSTALL

Filename: P:\ENGINEERING\INTERNAL PROJECTS\LIFT STATIONS\LS 27 & 35 LIFT STATION ELECTRICAL IMPROVEMENTS\27 & 35 ELECTRICAL IMPROV.-BID SET 5.13.2025\LIFT STATION 27 & 35 ELECTRICAL IMPROVEMENTS-10.29.25.DWG
Saved on: 6/2/2026 2:24:52 PM By: S.NUNEZ Date Plotted: 6/2/2026 3:02:05 PM

[redacted]
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DATE	REVISIONS	BY

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DRAWN S.R.N.
CHECKED K.B.C.
KIM B. CLAYBACK, P.E.
PROJECT ENGINEER

bradenton The Friendly City Public Works and Utilities

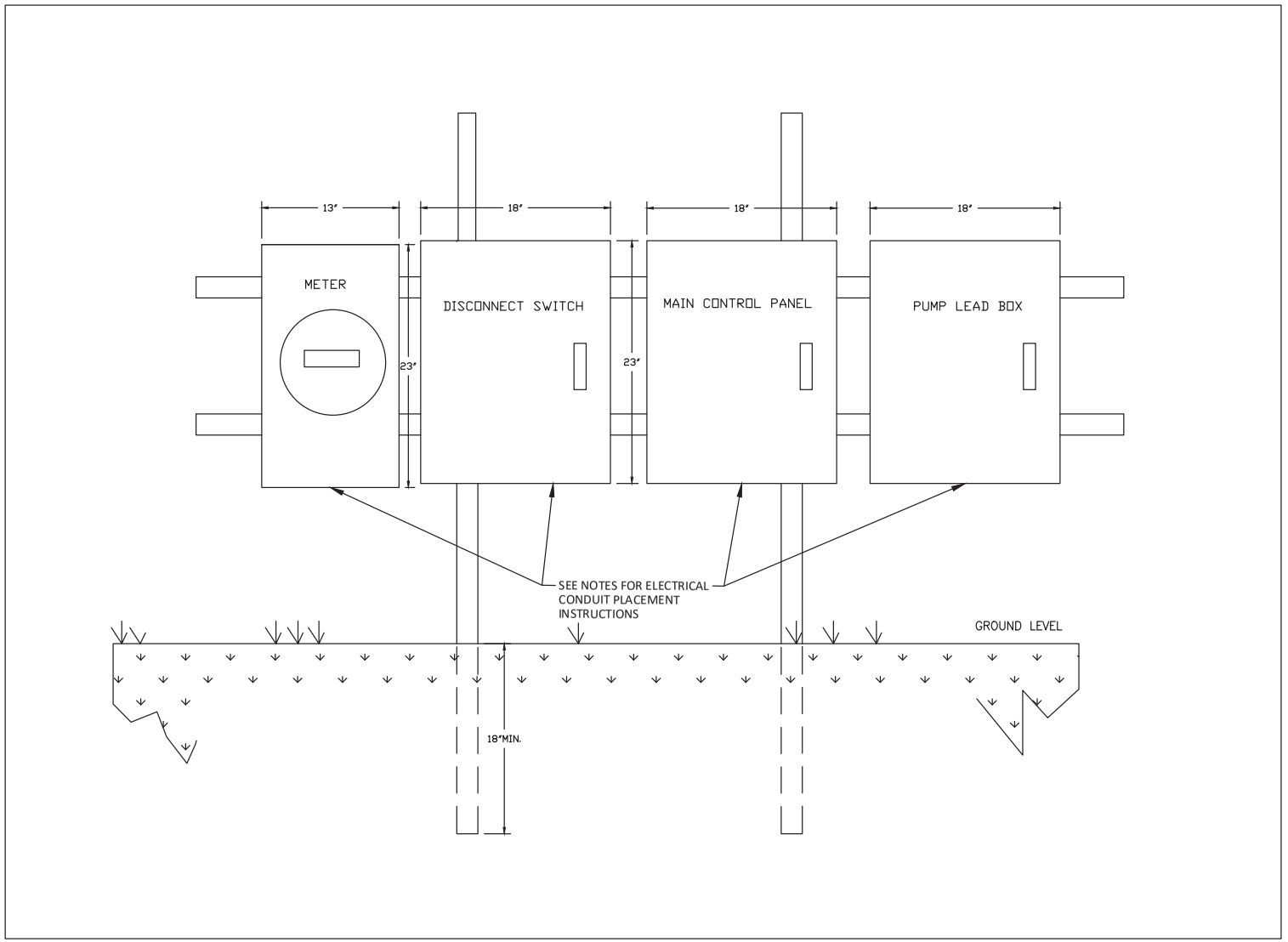
CITY OF BRADENTON
PUBLIC WORKS DEPARTMENT
888 13TH AVENUE EAST BRADENTON, FLORIDA 34208 (941) 708-6300

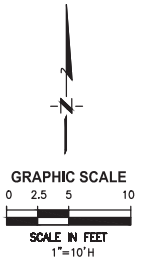
LIFT STATION 27 & 35
ELECTRICAL IMRPOVEMENTS

CARLTON INLET DRIVE
LIFT STATION 35
PROPOSED CONDITIONS 1

KIM B. CLAYBACK, PE
REG. PROF. ENGINEER #71516

DATE DEC, 2025
SCALE 1"=10' H
PROJECT NO. ######
DWG. NO. C-4PC





*10LF+\- CABLES COME OUT OF THE PUMP LEAD BOX
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Sunshine811
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DATE	REVISIONS	BY

DESIGNED K.B.C.,D.L.R.
DRAWN S.R.N.
CHECKED K.B.C.
KIM B. CLAYBACK, P.E.
PROJECT ENGINEER

bradenton
The Friendly City
Public Works and Utilities

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

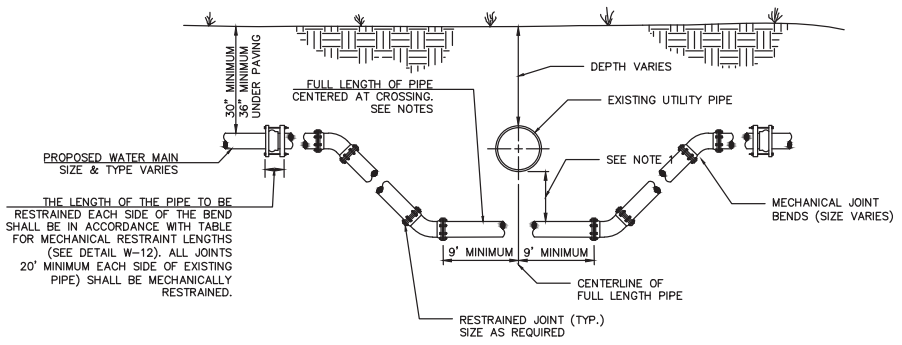
LIFT STATION 27 & 35
ELECTRICAL IMRPOVEMENTS

CARLTON INLET DRIVE
LIFT STATION 35
PROPOSED CONDITIONS 2

KIM B. CLAYBACK, PE
REG. PROF. ENGINEER #71516

DATE DEC, 2025
SCALE 1"=10' H
PROJECT NO. ######
DWG. NO. C-5PC

Filename: P:\ENGINEERING\INTERNAL PROJECTS\LIFT STATIONS\LS 27 & 35 LIFT STATION ELECTRICAL IMPROVEMENTS\27 & 35 ELECTRICAL IMPROV.-BID SET 5.13.2025\LIFT STATION 27 & 35 ELECTRICAL IMPROVEMENTS-10.29.25.DWG
Saved on: 6/2/2026 2:24:52 PM By: S.JUNEZ Date Plotted: 6/2/2026 2:25:46 PM

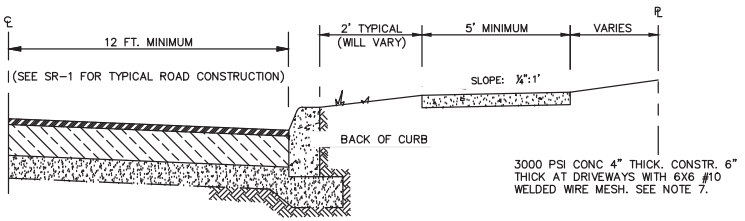


VERTICAL SEPARATION REQUIREMENTS UNDER EXISTING UTILITIES 1

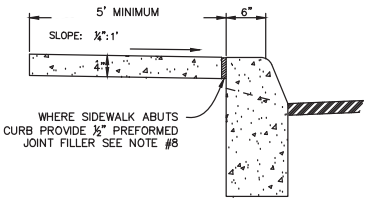
REV.	DATE	DESCRIPTION	BY
1	JAN., 2017	CHANGED DRAWING NUMBER	SIBE

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

WATER DISTRIBUTION	DATE
WATER MAIN	3/16
VERTICAL SEPARATION UNDER EXIST. UTILITIES	SHEET NO. W-2



PRIMARY SIDEWALK LOCATION



ALTERNATE SIDEWALK LOCATION

NOTES:

1. PROVIDE TOOLED JOINTS AT DISTANCES MATCHING THE WIDTH. ALSO PLACE EXPANSION JOINTS AT DRIVEWAYS.
2. IF SOME PHYSICAL OBSTRUCTION EXISTS WHICH PREVENTS THE PLACING OF SIDEWALKS AS SHOWN, CONTACT THE ENGINEERING DIVISION FOR ALTERNATE LOCATION.
3. WOODEN AND OTHER SPACERS WILL NOT BE PERMITTED IN SIDEWALKS O DRIVEWAYS.
4. NO COATINGS OF ANY KIND WILL BE PERMITTED ON CONCRETE SIDEWALKS OR DRIVEWAYS WITHOUT SPECIFIC APPROVAL OF THE CITY ENGINEER.
5. ALL CONCRETE SHALL BE 3000 PSI MIN. @ 28 DAYS, WITH FIBER MESH REINFORCING.
6. CONCRETE SURFACE TO BE LIGHT BROOM FINISH.
7. CONCRETE DRIVEWAY CONSTRUCTION SHALL BE 6" THICK W 6X6/10X10 WELDED WIRE MESH REINFORCEMENT.
8. EXPANSION JOINT: EXPANSION JOINTS BETWEEN THE SIDEWALKS AND THE CURB OR DRIVEWAY OR AT FIXED OBJECTS AND SIDEWALK INTERSECTIONS SHALL BE 1/2". MATERIAL SHALL MEET THE REQUIREMENTS OF AASHTO M153 OR AASHTO M213. FOR LONG POURS, AND EXPANSION JOINT SHALL BE PLACED AT INTERVALS NOT TO EXCEED 120'.

TYPICAL SIDEWALK RESTORATION 2

REV.	DATE	DESCRIPTION	BY
1	JAN., 2017	CHANGED DRAWING NUMBER	SIBE

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

STREETS AND ROADS	DATE 7/13
TYPICAL SIDEWALK CONSTRUCTION	SHEET NO. SR-16

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 K.B.C.,D.L.R.
DRAWN S.R.N.
CHECKED K.B.C.
KIM B. CLAYBACK, P.E.
PROJECT ENGINEER

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

LIFT STATION 27 & 35
ELECTRICAL IMRPOVEMENTS

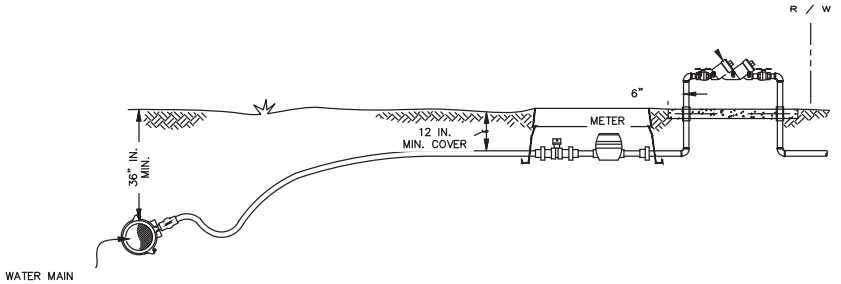
DETAILS

KIM B. CLAYBACK, PE
REG. PROF. ENGINEER #71516

DATE DEC, 2025	PROJECT NO. 40859000-563000-#####
SCALE NONE	DWG. NO. C-6

Filename: P:\ENGINEERING\INTERNAL PROJECTS\LIFT STATIONS\LS 27 & 35 LIFT STATION ELECTRICAL IMPROVEMENTS\27 & 35 ELECTRICAL IMPROV.-BID SET 5.13.2025\LIFT STATION 27 & 35 ELECTRICAL IMPROVEMENTS-10.29.25.DWG
Saved on: 6/2/2026 2:24:52 PM By: S_NUNEZ Date Plotted: 6/2/2026 3:15:10 PM

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TYPICAL WATER METER INSTALLATION (1)

NOTES:

1) METER BOX TO BE CDR STYLE BY HUBBELL POWER SYSTEMS PART NO. B10111812M AND C08111802F.
   - FLARED WALLS
   - MOUSEHOLE BOTH ENDS
   - BLUE SKID RESISTANT READER LID WITH 6"x9" CAST IRON OPENING; NO BOLTS; UNDER 90°

NOTES:

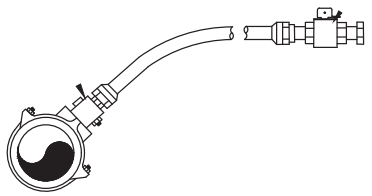
1. Backflow Device Must Be Installed Downstream Of Meter, As Close To Meter As Possible.
2. Copper Pipe Type "L" or "K" or Brass Pipe Minimum Schedule 40 Shall be Used to a Minimum Depth of 12" Below Grade.
3. The System Must Meet All Requirements of the City of Bradenton–SSBC Plumbing Code and the Backflow Prevention Code.
4. All Piping From Backflow Device to the First Atmospheric Opening or to Each Branch Valve Must be Color Coded Blue.
5. Meter and Meter Connectors Will be Provided by City of Bradenton Public Works Department.
6. For Use Where Backflow Preventer is Required With Meter.
7. Paint Entire Assembly Rust–Oleum Safety Blue.

REV.	DATE	DESCRIPTION	BY
3	JAN., 2017	ADDED APPROVED MANUFACTURES	SIBE
2	11/18/2013	CONC. SLAB AT BACKFLOW	SIBE
1	4/13/2012	METER BOX NOTE	SIBE

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

WATER DISTRIBUTION	
TYPICAL WATER METER INSTALLATION	
DATE	2/07
SHEET NO.	W-11

N.T.S. (2)



NOTES:

1–SERVICE CONNECTIONS SHALL BE 2 FT. FROM SIDE LOT LINE ON EITHER SIDE OF LOT.
2–METERS SHALL NOT BE INSTALLED IN DRIVEWAYS AND MUST BE LOCATED A MINIMUM OF TWO FOOT FROM DRIVEWAYS.
3–ALL LINES SHALL BE CHLORINATED AND HYDROSTATIC TESTED (SEE SECTION III SUB–SECTION B NUMBER 6 OF THE CITY OF BRADENTON UTILITY SPECIFICATIONS)
4–FORD BRASS SADDLE 202BSD TAPPING SADDLE WITH STAINLESS STEEL DUEL BAND AND BOLTS IS REQUIRED FOR ALL SERVICE CONNECTIONS TO MAINS.
5–DISTANCE BETWEEN SERVICE TAPS SHALL NOT BE LESS THAN 36".

REV.	DATE	DESCRIPTION	BY
2	JAN., 2017	CHANGED ALLOWABLE FITTINGS	SIBE
1	02/17/16	TAPPING SADDLE & CURB STOP	SIBE

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

WATER DISTRIBUTION	
1" SERVICE CONNECTION DETAIL TO 1" OR 3/4" METER	
DATE	1/10
SHEET NO.	W-9

Sunshine811
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DATE	REVISIONS	BY

DESIGNED K.B.C.,D.L.R.
DRAWN S.R.N.
CHECKED K.B.C.
KIM B. CLAYBACK, P.E.
PROJECT ENGINEER

bradenton
The Friendly City
Public Works and Utilities

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

LIFT STATION 27 & 35
ELECTRICAL IMRPOVEMENTS

DETAILS

KIM B. CLAYBACK, PE
REG. PROF. ENGINEER #71516

DATE	DEC, 2025
SCALE	NONE
PROJECT NO.	40859000–563000–#####
DWG. NO.	C–7

Filename: P:\ENGINEERING\INTERNAL PROJECTS\LIFT STATIONS\LS 27 & 35 LIFT STATION ELECTRICAL IMPROVEMENTS\27 & 35 ELECTRICAL IMPROV.–BID SET 5.13.2025\LIFT STATION 27 & 35 ELECTRICAL IMPROVEMENTS–10.29.25.DWG
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TRENCH NOTES

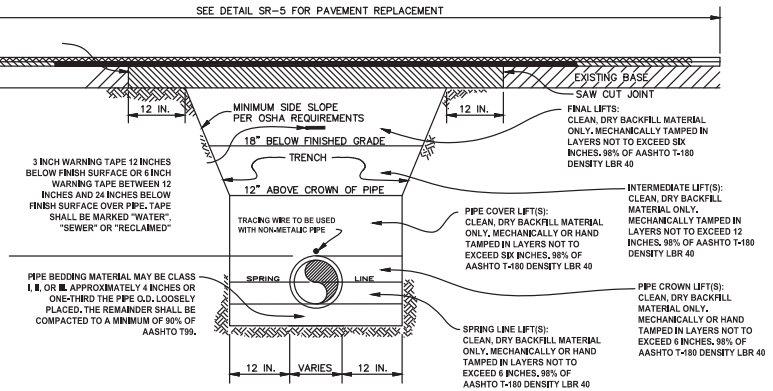
1. WHERE WATER, REUSE AND/OR SEWER MAINS CROSS WITH LESS THAN EIGHTEEN INCHES (18") VERTICAL CLEARANCE, ONE OF THE FOLLOWING METHODS OF PROTECTION SHALL BE UTILIZED:
   A) WHERE A CONFLICT ARISES WITH AN EXISTING SEWER OR REUSE MAIN, THE PROPOSED WATER MAIN SHALL BE A MINIMUM OF TWENTY FEET (20') OF CL-51 D.I.P. OR ENCASED IN CONCRETE MINIMUM SIX INCHES (6") THICK, FOR A MINIMUM DISTANCE OF TWENTY FEET (20') CENTERED ON THE POINT OF CROSSING.
   B) WHERE A CONFLICT ARISES WITH AN EXISTING WATER OR REUSE MAIN, THE PROPOSED SEWER MAIN SHALL BE ENCASED IN CONCRETE MINIMUM SIX INCHES (6") THICK, FOR A MINIMUM DISTANCE OF TWENTY FEET (20') CENTERED ON THE POINT OF CROSSING.
   C) WHERE A CONFLICT ARISES WITH PROPOSED WATER, REUSE AND/OR SEWER MAINS, THE WATER MAIN SHALL BE A MINIMUM OF TWENTY FEET (20') OF CL-51 D.I.P., OR ENCASED IN CONCRETE MINIMUM SIX INCHES (6") THICK, FOR A MINIMUM OF TWENTY FEET (20'), WHILE THE SEWER MAIN AND/OR REUSE SHALL BE ENCASED IN CONCRETE MINIMUM SIX INCHES (6") THICK, FOR A MINIMUM DISTANCE OF TWENTY FEET (20') CENTERED ON THE POINT OF CROSSING.
2. WHEN A WATER MAIN PARALLELS A WASTEWATER LINE, A HORIZONTAL SEPARATION OF AT LEAST TEN FEET (10') OUTSIDE EDGE TO OUTSIDE EDGE SHOULD BE MAINTAINED. WHEN SEPARATED BY LESS THAN 10 FEET (10') HORIZONTALLY THE WATER MAIN SHALL BE CLASS-51 D.I.P. OR ENCASED IN CONCRETE MINIMUM SIX INCHES (6") THICK AND SEWER LINES SHALL BE ENCASED IN CONCRETE MINIMUM SIX INCHES (6") THICK. JOINTS SHALL BE STAGGERED TO MAXIMIZE JOINT SEPARATION.
3. WHEN A WATER MAIN OR WASTEWATER LINE PARALLELS A REUSE MAIN, A HORIZONTAL SEPARATION OF AT LEAST FIVE FEET (5') CENTER OF PIPE TO CENTER OF PIPE, SHOULD BE MAINTAINED. IN NO CASE SHALL THE HORIZONTAL SEPARATION BE LESS THAN THREE FEET (3') FROM OUTSIDE EDGE OF PIPE TO OUTSIDE EDGE OF PIPE.
4. TRENCH SHALL BE BRACED OR SHORED IN ACCORDANCE WITH THE "FLORIDA TRENCH & SAFETY ACT".
5. WIDTH OF TRENCH BOTTOM SHALL BE OUTSIDE DIAMETER OF PIPE PLUS TWELVE INCHES (12") EACH SIDE, REQUIRED.
6. CONTRACTOR SHALL PLACE METALLIC BURIAL IDENTIFICATION TAPE DIRECTLY ABOVE WATER MAIN IN CONFORMANCE WITH CITY CODE.
7. ALL WELL POINT HOLES SHALL BE FILLED WITH COARSE SAND OR OTHER SATISFACTORY GRANULAR MATERIAL AT TIME WELL POINTS ARE PULLED.
8. DISCHARGE FROM DE-WATERING OPERATION SHALL BE DISPOSED OF IN SUCH A MANNER THAT IT SHALL NOT INTERFERE WITH THE NORMAL DRAINAGE OF THE AREA IN WHICH THE WORK IS BEING PERFORMED, CREATE A PUBLIC NUISANCE OR FORM PONDING. THE OPERATIONS SHALL NOT CAUSE INJURY TO ANY PORTION OF THE WORK COMPLETED, OR IN PROGRESS, OR TO THE SURFACE OF STREETS, OR TO PRIVATE PROPERTY.
9. THE PROPOSED DE-WATERING METHOD(S) AND SCHEDULE SHALL BE COORDINATED WITH THE UTILITY AND/OR THE ENGINEER OF RECORD AND OTHER NECESSARY REGULATORY AGENCIES PRIOR TO AND/OR THE ENGINEER OF RECORD AND OTHER NECESSARY REGULATORY AGENCIES PRIOR TO CONSTRUCTION. ADDITIONALLY, WHERE PRIVATE PROPERTY SHALL BE INVOLVED, ADVANCE PERMISSION SHALL BE OBTAINED BY THE CONTRACTOR AND/OR DEVELOPER.
10. THE CONTRACTOR SHALL PROVIDE SOIL COMPACTION TESTING IN ACCORDANCE WITH THE PROJECT THE CONTRACTOR SHALL PROVIDE SOIL COMPACTION TESTING IN ACCORDANCE WITH THE PROJECT DONE IN ACCORDANCE WITH CITY OF BRADENTON PUBLIC UTILITY STANDARDS, LATEST EDITION. ALL SOIL COMPACTION TESTS RESULTS SHALL BE SUBMITTED TO THE ENGINEER OF RECORD.

REV.	DATE	DESCRIPTION	BY

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

STREETS AND ROADS
ROAD CUT REPLACEMENT
TRENCH NOTES

DATE 4/2016
SHEET NO. SR-2



DATE	DESCRIPTION	BY
12/2016	INCREASED BASE WIDTH	SBE
6/2016	MILL & RESURFACE; BEDDING	SBE
6/2010	BACKFILL AND COMPACTION	SBE

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

STREETS AND ROADS
TRENCH BACKFILL & COMPACTION

DATE 6/2010
SHEET NO. SR-3

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DATE	REVISIONS	BY

DESIGNED K.B.C.,D.L.R.
DRAWN S.R.N.
CHECKED K.B.C.
KIM B. CLAYBACK, P.E.
PROJECT ENGINEER

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

LIFT STATION 27 & 35
ELECTRICAL IMRPOVEMENTS

DETAILS

KIM B. CLAYBACK, PE
REG. PROF. ENGINEER #71516

DATE DEC, 2025
SCALE NONE
PROJECT NO. 40859000-563000-#####
DWG. NO. C-8

Filename: P:\ENGINEERING\INTERNAL PROJECTS\LIFT STATIONS\LS 27 & 35 LIFT STATION ELECTRICAL IMPROVEMENTS\27 & 35 ELECTRICAL IMPROV.-BID SET 5.13.2025\LIFT STATION 27 & 35 ELECTRICAL IMPROVEMENTS-10.29.25.DWG
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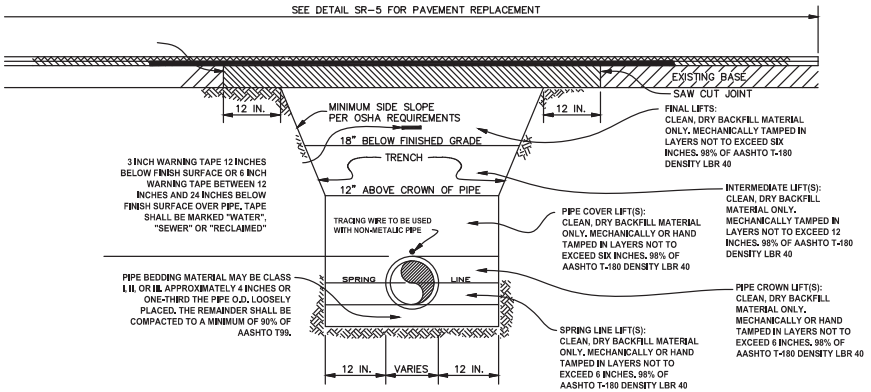
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   A) WHERE A CONFLICT ARISES WITH AN EXISTING SEWER OR REUSE MAIN, THE PROPOSED WATER MAIN SHALL BE A MINIMUM OF TWENTY FEET (20') OF CL–51 D.I.P. OR ENCASED IN CONCRETE MINIMUM SIX INCHES (6") THICK, FOR A MINIMUM DISTANCE OF TWENTY FEET (20') CENTERED ON THE POINT OF CROSSING.
   B) WHERE A CONFLICT ARISES WITH AN EXISTING WATER OR REUSE MAIN, THE PROPOSED SEWER MAIN SHALL BE ENCASED IN CONCRETE MINIMUM SIX INCHES (6") THICK, FOR A MINIMUM DISTANCE OF TWENTY FEET (20') CENTERED ON THE POINT OF CROSSING.
   C) WHERE A CONFLICT ARISES WITH PROPOSED WATER, REUSE AND/OR SEWER MAINS, THE WATER MAIN SHALL BE A MINIMUM OF TWENTY FEET (20') OF CL–51 D.I.P., OR ENCASED IN CONCRETE MINIMUM SIX INCHES (6") THICK, FOR A MINIMUM OF TWENTY FEET (20'), WHILE THE SEWER MAIN AND/OR REUSE SHALL BE ENCASED IN CONCRETE MINIMUM SIX INCHES (6") THICK, FOR A MINIMUM DISTANCE OF TWENTY FEET (20') CENTERED ON THE POINT OF CROSSING.
2. WHEN A WATER MAIN PARALLELS A WASTEWATER LINE, A HORIZONTAL SEPARATION OF AT LEAST TEN FEET (10') OUTSIDE EDGE TO OUTSIDE EDGE SHOULD BE MAINTAINED. WHEN SEPARATED BY LESS THAN 10 FEET (10') HORIZONTALLY THE WATER MAIN SHALL BE CLASS–51 D.I.P. OR ENCASED IN CONCRETE MINIMUM SIX INCHES (6") THICK AND SEWER LINES SHALL BE ENCASED IN CONCRETE MINIMUM SIX INCHES (6") THICK. JOINTS SHALL BE STAGGERED TO MAXIMIZE JOINT SEPARATION.
3. WHEN A WATER MAIN OR WASTEWATER LINE PARALLELS A REUSE MAIN, A HORIZONTAL SEPARATION OF AT LEAST FIVE FEET (5') CENTER OF PIPE TO CENTER OF PIPE, SHOULD BE MAINTAINED. IN NO CASE SHALL THE HORIZONTAL SEPARATION BE LESS THAN THREE FEET (3') FROM OUTSIDE EDGE OF PIPE TO OUTSIDE EDGE OF PIPE.
4. TRENCH SHALL BE BRACED OR SHORED IN ACCORDANCE WITH THE "FLORIDA TRENCH & SAFETY ACT".
5. WIDTH OF TRENCH BOTTOM SHALL BE OUTSIDE DIAMETER OF PIPE PLUS TWELVE INCHES (12") EACH SIDE, REQUIRED.
6. CONTRACTOR SHALL PLACE METALLIC BURIAL IDENTIFICATION TAPE DIRECTLY ABOVE WATER MAIN IN CONFORMANCE WITH CITY CODE.
7. ALL WELL POINT HOLES SHALL BE FILLED WITH COARSE SAND OR OTHER SATISFACTORY GRANULAR MATERIAL AT TIME WELL POINTS ARE PULLED.
8. DISCHARGE FROM DE–WATERING OPERATION SHALL BE DISPOSED OF IN SUCH A MANNER THAT IT SHALL NOT INTERFERE WITH THE NORMAL DRAINAGE OF THE AREA IN WHICH THE WORK IS BEING PERFORMED, CREATE A PUBLIC NUISANCE OR FORM PONDING. THE OPERATIONS SHALL NOT CAUSE INJURY TO ANY PORTION OF THE WORK COMPLETED, OR IN PROGRESS, OR TO THE SURFACE OF STREETS, OR TO PRIVATE PROPERTY.
9. THE PROPOSED DE–WATERING METHOD(S) AND SCHEDULE SHALL BE COORDINATED WITH THE UTILITY AND/OR THE ENGINEER OF RECORD AND OTHER NECESSARY REGULATORY AGENCIES PRIOR TO AND/OR THE ENGINEER OF RECORD AND OTHER NECESSARY REGULATORY AGENCIES PRIOR TO CONSTRUCTION. ADDITIONALLY, WHERE PRIVATE PROPERTY SHALL BE INVOLVED, ADVANCE PERMISSION SHALL BE OBTAINED BY THE CONTRACTOR AND/OR DEVELOPER.
10. THE CONTRACTOR SHALL PROVIDE SOIL COMPACTION TESTING IN ACCORDANCE WITH THE PROJECT THE CONTRACTOR SHALL PROVIDE SOIL COMPACTION TESTING IN ACCORDANCE WITH THE PROJECT DONE IN ACCORDANCE WITH CITY OF BRADENTON PUBLIC UTILITY STANDARDS, LATEST EDITION. ALL SOIL COMPACTION TESTS RESULTS SHALL BE SUBMITTED TO THE ENGINEER OF RECORD.

REV.	DATE	DESCRIPTION	BY

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

STREETS AND ROADS
ROAD CUT REPLACEMENT
TRENCH NOTES

DATE 4/2016
SHEET NO. SR-2



DATE	DESCRIPTION	BY
12/2016	INCREASED BASE WIDTH	SIBE
6/2016	MILL & RESURFACE; BEDDING	SIBE
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

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 K.B.C.,D.L.R.
DRAWN S.R.N.
CHECKED K.B.C.
KIM B. CLAYBACK, P.E.
PROJECT ENGINEER

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

LIFT STATION 27 & 35
ELECTRICAL IMRPOVEMENTS

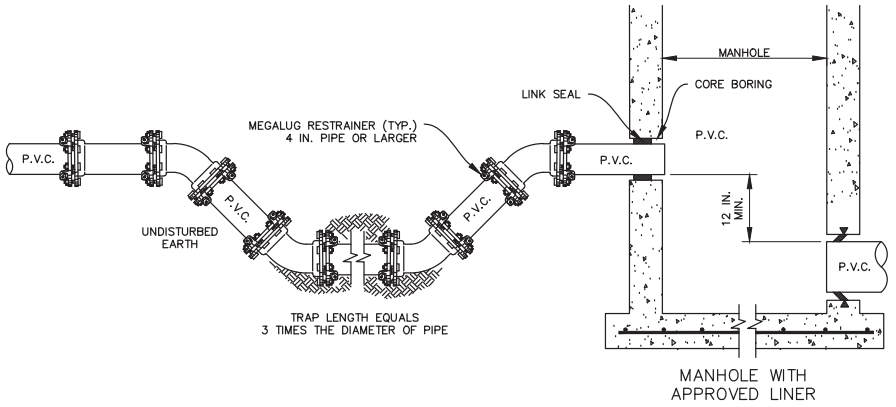
DETAILS

KIM B. CLAYBACK, PE
REG. PROF. ENGINEER #71516

DATE DEC, 2025
SCALE NONE
PROJECT NO. 40859000-563000-#####
DWG. NO. C-9

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

Filename: P:\ENGINEERING\INTERNAL PROJECTS\LIFT STATIONS\LS 27 & 35 LIFT STATION ELECTRICAL IMPROVEMENTS\27 & 35 ELECTRICAL IMPROV.-BID SET 5.13.2025\LIFT STATION 27 & 35 ELECTRICAL IMPROVEMENTS-10.29.25.DWG
Saved on: 6/2/2026 2:24:52 PM By: S_NUNEZ Date Plotted: 6/2/2026 3:17:08 PM



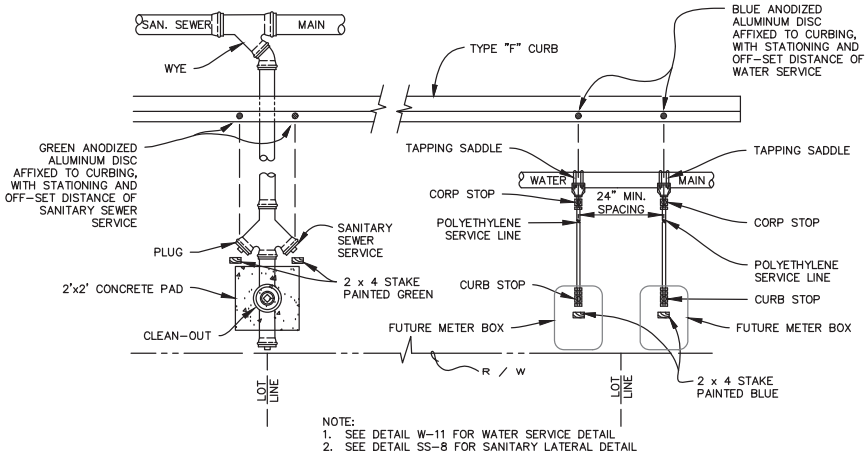
FORCE MAIN CONNECTION TO MANHOLE

REV.	DATE	DESCRIPTION	BY
2	JAN., 2017	REMOVED CONC. RETAIN BLOCK	SIBE
1	7/2013	REMOVED ALL REFERENCE TO D.I.	SIBE

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

SANITARY SEWER
FORCE MAIN CONNECTION TO MANHOLE

DATE 2/07
SHEET NO. SS-6



NOTE:
1. SEE DETAIL W-11 FOR WATER SERVICE DETAIL
2. SEE DETAIL SS-8 FOR SANITARY LATERAL DETAIL

WATER & SANITARY SEWER SERVICES-MISC. DETAILS

REV.	DATE	DESCRIPTION	BY
1	05/15/25	C.O. PAD & FUTURE METER BOX	SIBE

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

WATER DISTRIBUTION
WATER & SANITARY
SERVICE DETAILS

DATE 2/07
SHEET NO. W-10

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Check positive response codes before you dig!

DATE	REVISIONS	BY

DESIGNED K.B.C.,D.L.R.
DRAWN S.R.N.
CHECKED K.B.C.
KIM B. CLAYBACK, P.E.
PROJECT ENGINEER

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

LIFT STATION 27 & 35
ELECTRICAL IMRPOVEMENTS

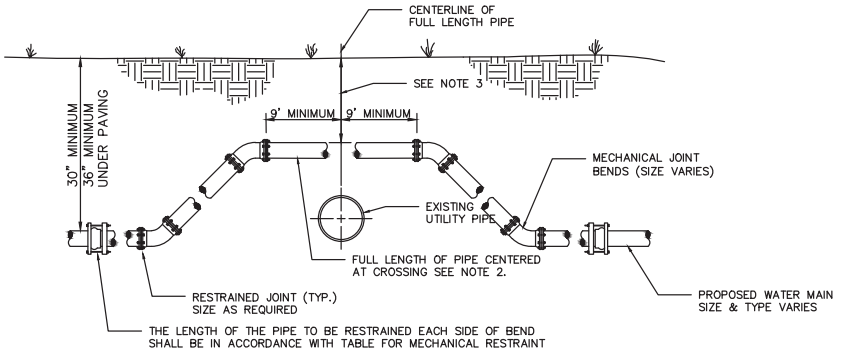
DETAILS

KIM B. CLAYBACK, PE
REG. PROF. ENGINEER #71516

DATE DEC, 2025
SCALE NONE
PROJECT NO. 40859000-563000-#####
DWG. NO. C-10

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Filename: P:\ENGINEERING\INTERNAL PROJECTS\LIFT STATIONS\LS 27 & 35 LIFT STATION ELECTRICAL IMPROVEMENTS\27 & 35 ELECTRICAL IMPROV.-BID SET 5.13.2025\LIFT STATION 27 & 35 ELECTRICAL IMPROVEMENTS-10.29.25.DWG
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VERTICAL SEPARATION REQUIREMENTS OVER EXISTING UTILITIES

3

REV.	DATE	DESCRIPTION	BY

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

WATER DISTRIBUTION	DATE
WATER MAIN	3/16
VERTICAL SEPARATION OVER EXIST. UTILITIES	SHEET NO. W-3

N.T.S.

4

MINIMUM LENGTH (FT) TO BE RESTRAINED ON EACH SIDE OF FITTING(S)

PVC PIPE	PIPE SIZE 4"	6"	8"	10"	12"	16"	20"	24"	30"
HORIZONTAL 90° BEND	20	28	36	46	50	69	75	76	89
HORIZONTAL 45° BEND	8	10	14	18	20	26	32	33	36
HORIZONTAL 22 1/2° BEND	4	5	6	8	9	11	13	15	16
HORIZONTAL 11 1/4° BEND	2	2	3	4	4	6	7	7	9
PLUG OR BRANCH OF TEE	60	70	90	110	120	160	195	200	235
VERTICAL OFF SET S 45° BENDS Lu (FT.)	20	28	36	46	52	67	80	81	97
VERTICAL OFF SET S 45° BEND S Li (FT.)	3	4	5	6	8	10	13	14	16

NOTES:

1.) THIS SCHEDULE SHALL BE UTILIZED ON ALL WATER, SEWER FORCE MAIN OR RECLAIMED WATER SYSTEMS. ALL FITTINGS SHALL BE RESTRAINED TO LENGTHS INDICATED ON THE ABOVE SCHEDULE, AT A MINIMUM, UNLESS OTHERWISE INDICATED.

2.) VERTICAL OFFSETS: ARE APPROX. 3 FEET COVER ON TOP AND APPROX. 8 FEET COVER ON BOTTOM. PER THE DETAILS, Lu IS THE RESTRAINED LENGTH FOR THE UPPER (TOP) LEVEL. Li IS THE RESTRAINED LENGTH FOR THE LOWER (DEEPER) LEVEL. ASSUME 45 DEGREE BENDS.

3.) WHERE TWO OR MORE FITTINGS ARE TOGETHER, USE FITTING WHICH YIELDS THE GREATEST LENGTH OF RESTRAINED PIPE.

4.) TEES: TOTAL LENGTH BETWEEN FIRST JOINTS OR RESTRAINED LENGTH ON EITHER SIDE OF TEE (RUN) SHALL BE A TOTAL DISTANCE OF 30 FEET (MIN) SEE SCHEDULE ABOVE FOR RESTRAINT LENGTH ON TEE "BRANCH" LINE.

5.) HDPE TO PVC TRANSITIONS: THE PVC PIPE SIDE SHALL BE RESTRAINED 35 FEET (MIN.)

6.) THE INSTALLATION OF BELL HARNESS RESTRAINTS AT PVC JOINTS (DR-18 & 25 PIPE) SHALL BE COMPLETED PER THE MANUFACTURERS RECOMMENDATION, WHICH INCLUDES NOT OVER TIGHTENING THE PARALLEL RODS/NUTS. THESE NUTS SHOULD ONLY BE SNUG TIGHT. THE HOME MARKS ON THE PIPE SHOULD ALWAYS BE VISIBLE AFTER THE RESTRAINT IS INSTALLED. OVERHOMING THE JOINT MAY CAUSE A FAILURE AT THE BELL RESULTING IN A SERVICE OUTAGE.

7.) LENGTHS SHOWN IN THE TABLE HAVE BEEN CALCULATED WITH THE FOLLOWING ASSUMPTIONS:

WORKING PRESSURE:	150 P.S.I.
SOIL DESIGNATION:	GM OR SM
SAFETY FACTOR:	1.5
TRENCH TYPE:	3
DEPTH OF COVER:	30 INCHES FOR 20" AND SMALLER PIPE SIZE 36 INCHES FOR 24" AND LARGER PIPE SIZE

TEES (SEE NOTE 4)

RUN SIZE	BRANCH SIZE	LENGTH FT
4"	4"	F.O.
6"	6"	10
	4" OR LESS	F.O.
8"	8"	30
	6" OR LESS	F.O.
10"	10"	40
	8"	14
	6" OR LESS	F.O.
12"	12"	65
	10"	35
	8" OR LESS	F.O.
16"	16"	100
	12"	40
	10" OR LESS	F.O.
20"	20"	130
	16"	80
	12" OR LESS	F.O.
24"	24"	130
	20"	80
	16"	40
	12" OR LESS	F.O.
30"	30"	140
	24"	80
	20"	50
	16" OR LESS	F.O.

F.O.= Fitting Only

REDUCERS

SIZE	LENGTH FT
6x4	35
8x6	35
8x4	65
10x8	35
10x6	65
12x10	35
12x8	65
16x12	65
16x10	95
20x18	35
20x16	65
20x12	120
24x20	65
24x16	95
24x16	120
30x24	80
30x20	150

THE FOLLOWING JOINTS MUST BE RESTRAINED IN ALL APPLICATIONS:

1. BEND - INLET AND OUTLET
2. TEES
3. OFFSETS - INLET AND OUTLET
4. CAPS
5. PLUGS
6. ENTIRE HYDRANT RUNOUTS SHALL BE RESTRAINED

NOTE:
THRUST RESTRAINT AT FITTINGS AND VALVES SHALL BE EBBA IRON MEGALUG RESTRAINERS. THRUST RESTRAINT BETWEEN PIPE JOINTS SHALL BE EBBA IRON SERIES 1500 RESTRAINERS.

FIGURES BASED ON 30' OF COVER DEPTH.

REV.	DATE	DESCRIPTION	BY

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

WATER DISTRIBUTION	DATE
THRUST RESTRAINING	2/07
CHART	SHEET NO. W-12

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Check positive response codes before you dig!

DATE	REVISIONS	BY

DESIGNED K.B.C.,D.L.R.
DRAWN S.R.N.
CHECKED K.B.C.
KIM B. CLAYBACK, P.E.
PROJECT ENGINEER

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

LIFT STATION 27 & 35
ELECTRICAL IMRPOVEMENTS

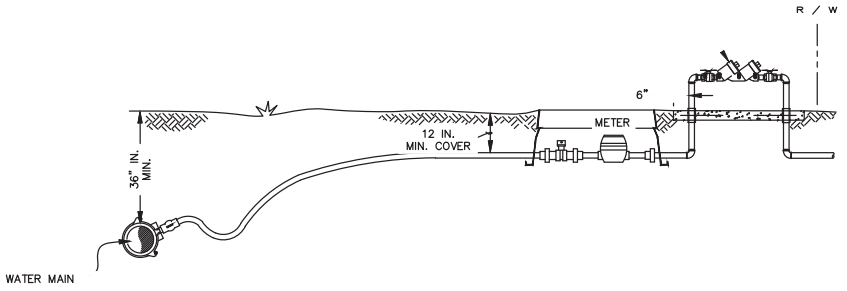
DETAILS

KIM B. CLAYBACK, PE
REG. PROF. ENGINEER #71516

DATE	PROJECT NO.
DEC, 2025	40859000-563000-#####
SCALE	DWG. NO.
NONE	C-11

Filename: P:\ENGINEERING\INTERNAL PROJECTS\LIFT STATIONS\LS 27 & 35 LIFT STATION ELECTRICAL IMPROVEMENTS\27 & 35 ELECTRICAL IMPROV.-BID SET 5.13.2025\LIFT STATION 27 & 35 ELECTRICAL IMPROVEMENTS-10.29.25.DWG
Saved on: 6/2/2026 2:24:52 PM By: S_NUNEZ Date Plotted: 6/2/2026 3:18:23 PM

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TYPICAL WATER METER INSTALLATION (1)

NOTES:

1) METER BOX TO BE CDR STYLE BY HUBBELL POWER SYSTEMS PART NO. B10111812M AND C08111802F.
   - FLARED WALLS
   - MOUSEHOLE BOTH ENDS
   - BLUE SKID RESISTANT READER LID WITH 6"x9" CAST IRON OPENING; NO BOLTS; UNDER 90°

NOTES:

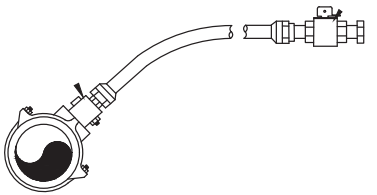
1. Backflow Device Must Be Installed Downstream Of Meter, As Close To Meter As Possible.
2. Copper Pipe Type "L" or "K" or Brass Pipe Minimum Schedule 40 Shall be Used to a Minimum Depth of 12" Below Grade.
3. The System Must Meet All Requirements of the City of Bradenton–SSBC Plumbing Code and the Backflow Prevention Code.
4. All Piping From Backflow Device to the First Atmospheric Opening or to Each Branch Valve Must be Color Coded Blue.
5. Meter and Meter Connectors Will be Provided by City of Bradenton Public Works Department.
6. For Use Where Backflow Preventer is Required With Meter.
7. Paint Entire Assembly Rust–Oleum Safety Blue.

REV.	DATE	DESCRIPTION	BY
3	JAN., 2017	ADDED APPROVED MANUFACTURES	SIBE
2	11/18/2013	CONC. SLAB AT BACKFLOW	SIBE
1	4/12/2012	METER BOX NOTE	SIBE

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

WATER DISTRIBUTION
TYPICAL WATER
METER INSTALLATION

DATE 2/07
SHEET NO. W-11



N.T.S. (2)

NOTES:

1–SERVICE CONNECTIONS SHALL BE 2 FT. FROM SIDE LOT LINE ON EITHER SIDE OF LOT.
2–METERS SHALL NOT BE INSTALLED IN DRIVEWAYS AND MUST BE LOCATED A MINIMUM OF TWO FOOT FROM DRIVEWAYS.
3–ALL LINES SHALL BE CHLORINATED AND HYDROSTATIC TESTED (SEE SECTION III SUB–SECTION B NUMBER 6 OF THE CITY OF BRADENTON UTILITY SPECIFICATIONS)
4–FORD BRASS SADDLE 202BSD TAPPING SADDLE WITH STAINLESS STEEL DUEL BAND AND BOLTS IS REQUIRED FOR ALL SERVICE CONNECTIONS TO MAINS.
5–DISTANCE BETWEEN SERVICE TAPS SHALL NOT BE LESS THAN 36".

REV.	DATE	DESCRIPTION	BY
2	JAN., 2017	CHANGED ALLOWABLE FITTINGS	SIBE
1	02/17/16	TAPPING SADDLE & CURB STOP	SIBE

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

WATER DISTRIBUTION
1" SERVICE
CONNECTION DETAIL TO
1" OR 3/4" METER

DATE 1/10
SHEET NO. W-9

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 K.B.C.,D.L.R.
DRAWN S.R.N.
CHECKED K.B.C.
KIM B. CLAYBACK, P.E.
PROJECT ENGINEER

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

LIFT STATION 27 & 35
ELECTRICAL IMRPOVEMENTS

DETAILS

KIM B. CLAYBACK, PE
REG. PROF. ENGINEER #71516

DATE DEC, 2025
SCALE NONE
PROJECT NO. 40859000-563000-#####
DWG. NO. C-12

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Saved on: 6/2/2026 2:24:52 PM By: S_NUNEZ Date Plotted: 6/2/2026 3:19:24 PM

TRENCH NOTES

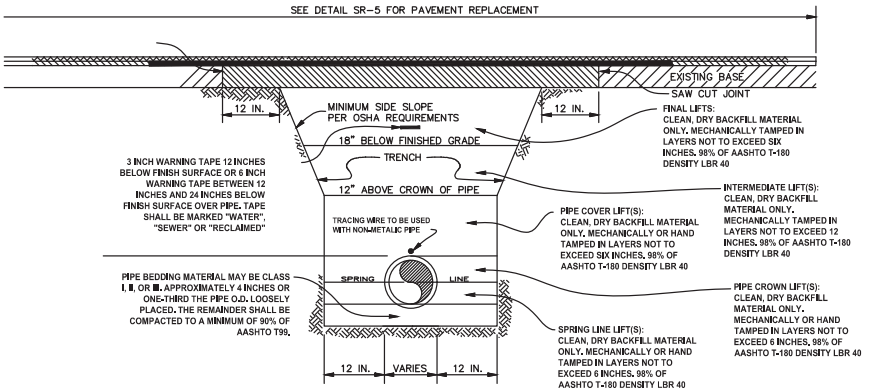
1. WHERE WATER, REUSE AND/OR SEWER MAINS CROSS WITH LESS THAN EIGHTEEN INCHES (18") VERTICAL CLEARANCE, ONE OF THE FOLLOWING METHODS OF PROTECTION SHALL BE UTILIZED:
   A) WHERE A CONFLICT ARISES WITH AN EXISTING SEWER OR REUSE MAIN, THE PROPOSED WATER MAIN SHALL BE A MINIMUM OF TWENTY FEET (20') OF CL-51 D.I.P. OR ENCASED IN CONCRETE MINIMUM SIX INCHES (6") THICK, FOR A MINIMUM DISTANCE OF TWENTY FEET (20') CENTERED ON THE POINT OF CROSSING.
   B) WHERE A CONFLICT ARISES WITH AN EXISTING WATER OR REUSE MAIN, THE PROPOSED SEWER MAIN SHALL BE ENCASED IN CONCRETE MINIMUM SIX INCHES (6") THICK, FOR A MINIMUM DISTANCE OF TWENTY FEET (20') CENTERED ON THE POINT OF CROSSING.
   C) WHERE A CONFLICT ARISES WITH PROPOSED WATER, REUSE AND/OR SEWER MAINS, THE WATER MAIN SHALL BE A MINIMUM OF TWENTY FEET (20') OF CL-51 D.I.P., OR ENCASED IN CONCRETE MINIMUM SIX INCHES (6") THICK, FOR A MINIMUM OF TWENTY FEET (20'), WHILE THE SEWER MAIN AND/OR REUSE SHALL BE ENCASED IN CONCRETE MINIMUM SIX INCHES (6") THICK, FOR A MINIMUM DISTANCE OF TWENTY FEET (20') CENTERED ON THE POINT OF CROSSING.
2. WHEN A WATER MAIN PARALLELS A WASTEWATER LINE, A HORIZONTAL SEPARATION OF AT LEAST TEN FEET (10') OUTSIDE EDGE TO OUTSIDE EDGE SHOULD BE MAINTAINED. WHEN SEPARATED BY LESS THAN 10 FEET (10') HORIZONTALLY THE WATER MAIN SHALL BE CLASS-51 D.I.P. OR ENCASED IN CONCRETE MINIMUM SIX INCHES (6") THICK AND SEWER LINES SHALL BE ENCASED IN CONCRETE MINIMUM SIX INCHES (6") THICK. JOINTS SHALL BE STAGGERED TO MAXIMIZE JOINT SEPARATION.
3. WHEN A WATER MAIN OR WASTEWATER LINE PARALLELS A REUSE MAIN, A HORIZONTAL SEPARATION OF AT LEAST FIVE FEET (5') CENTER OF PIPE TO CENTER OF PIPE, SHOULD BE MAINTAINED. IN NO CASE SHALL THE HORIZONTAL SEPARATION BE LESS THAN THREE FEET (3') FROM OUTSIDE EDGE OF PIPE TO OUTSIDE EDGE OF PIPE.
4. TRENCH SHALL BE BRACED OR SHORED IN ACCORDANCE WITH THE "FLORIDA TRENCH & SAFETY ACT".
5. WIDTH OF TRENCH BOTTOM SHALL BE OUTSIDE DIAMETER OF PIPE PLUS TWELVE INCHES (12") EACH SIDE, REQUIRED.
6. CONTRACTOR SHALL PLACE METALLIC BURIAL IDENTIFICATION TAPE DIRECTLY ABOVE WATER MAIN IN CONFORMANCE WITH CITY CODE.
7. ALL WELL POINT HOLES SHALL BE FILLED WITH COARSE SAND OR OTHER SATISFACTORY GRANULAR MATERIAL AT TIME WELL POINTS ARE PULLED.
8. DISCHARGE FROM DE-WATERING OPERATION SHALL BE DISPOSED OF IN SUCH A MANNER THAT IT SHALL NOT INTERFERE WITH THE NORMAL DRAINAGE OF THE AREA IN WHICH THE WORK IS BEING PERFORMED, CREATE A PUBLIC NUISANCE OR FORM PONDING. THE OPERATIONS SHALL NOT CAUSE INJURY TO ANY PORTION OF THE WORK COMPLETED, OR IN PROGRESS, OR TO THE SURFACE OF STREETS, OR TO PRIVATE PROPERTY.
9. THE PROPOSED DE-WATERING METHOD(S) AND SCHEDULE SHALL BE COORDINATED WITH THE UTILITY AND/OR THE ENGINEER OF RECORD AND OTHER NECESSARY REGULATORY AGENCIES PRIOR TO AND/OR THE ENGINEER OF RECORD AND OTHER NECESSARY REGULATORY AGENCIES PRIOR TO CONSTRUCTION. ADDITIONALLY, WHERE PRIVATE PROPERTY SHALL BE INVOLVED, ADVANCE PERMISSION SHALL BE OBTAINED BY THE CONTRACTOR AND/OR DEVELOPER.
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REV.	DATE	DESCRIPTION	BY

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

STREETS AND ROADS
ROAD CUT REPLACEMENT
TRENCH NOTES

DATE 4/2016
SHEET NO. SR-2



DATE	DESCRIPTION	BY
12/2016	INCREASED BASE WIDTH	SIBE
6/2016	MILL & RESURFACE; BEDDING	SIBE
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

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DRAWN S.R.N.
CHECKED K.B.C.
KIM B. CLAYBACK, P.E.
PROJECT ENGINEER

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

LIFT STATION 27 & 35
ELECTRICAL IMRPOVEMENTS

DETAILS

KIM B. CLAYBACK, PE
REG. PROF. ENGINEER #71516

DATE DEC, 2025
SCALE NONE
PROJECT NO. 40859000-563000-#####
DWG. NO. C-13

Filename: P:\ENGINEERING\INTERNAL PROJECTS\LIFT STATIONS\LS 27 & 35 LIFT STATION ELECTRICAL IMPROVEMENTS\27 & 35 ELECTRICAL IMPROV.-BID SET 5.13.2025\LIFT STATION 27 & 35 ELECTRICAL IMPROVEMENTS-10.29.25.DWG
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TRENCH NOTES

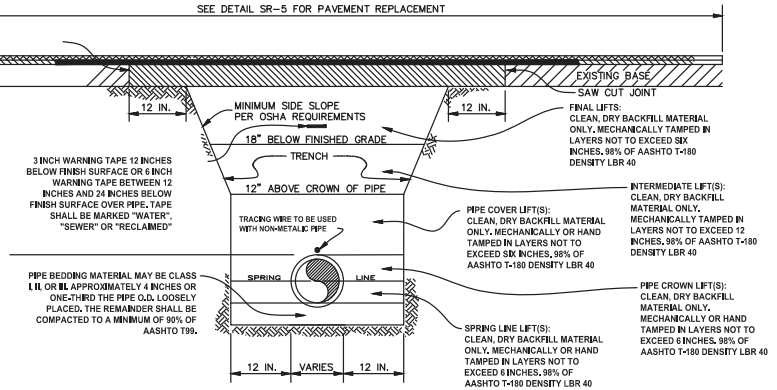
1. WHERE WATER, REUSE AND/OR SEWER MAINS CROSS WITH LESS THAN EIGHTEEN INCHES (18") VERTICAL CLEARANCE, ONE OF THE FOLLOWING METHODS OF PROTECTION SHALL BE UTILIZED:
   A) WHERE A CONFLICT ARISES WITH AN EXISTING SEWER OR REUSE MAIN, THE PROPOSED WATER MAIN SHALL BE A MINIMUM OF TWENTY FEET (20') OF CL-51 D.I.P. OR ENCASED IN CONCRETE MINIMUM SIX INCHES (6") THICK, FOR A MINIMUM DISTANCE OF TWENTY FEET (20') CENTERED ON THE POINT OF CROSSING.
   B) WHERE A CONFLICT ARISES WITH AN EXISTING WATER OR REUSE MAIN, THE PROPOSED SEWER MAIN SHALL BE ENCASED IN CONCRETE MINIMUM SIX INCHES (6") THICK, FOR A MINIMUM DISTANCE OF TWENTY FEET (20') CENTERED ON THE POINT OF CROSSING.
   C) WHERE A CONFLICT ARISES WITH PROPOSED WATER, REUSE AND/OR SEWER MAINS, THE WATER MAIN SHALL BE A MINIMUM OF TWENTY FEET (20') OF CL-51 D.I.P., OR ENCASED IN CONCRETE MINIMUM SIX INCHES (6") THICK, FOR A MINIMUM OF TWENTY FEET (20'), WHILE THE SEWER MAIN AND/OR REUSE SHALL BE ENCASED IN CONCRETE MINIMUM SIX INCHES (6") THICK, FOR A MINIMUM DISTANCE OF TWENTY FEET (20') CENTERED ON THE POINT OF CROSSING.
2. WHEN A WATER MAIN PARALLELS A WASTEWATER LINE, A HORIZONTAL SEPARATION OF AT LEAST TEN FEET (10') OUTSIDE EDGE TO OUTSIDE EDGE SHOULD BE MAINTAINED. WHEN SEPARATED BY LESS THAN 10 FEET (10') HORIZONTALLY THE WATER MAIN SHALL BE CLASS-51 D.I.P. OR ENCASED IN CONCRETE MINIMUM SIX INCHES (6") THICK AND SEWER LINES SHALL BE ENCASED IN CONCRETE MINIMUM SIX INCHES (6") THICK. JOINTS SHALL BE STAGGERED TO MAXIMIZE JOINT SEPARATION.
3. WHEN A WATER MAIN OR WASTEWATER LINE PARALLELS A REUSE MAIN, A HORIZONTAL SEPARATION OF AT LEAST FIVE FEET (5') CENTER OF PIPE TO CENTER OF PIPE, SHOULD BE MAINTAINED. IN NO CASE SHALL THE HORIZONTAL SEPARATION BE LESS THAN THREE FEET (3') FROM OUTSIDE EDGE OF PIPE TO OUTSIDE EDGE OF PIPE.
4. TRENCH SHALL BE BRACED OR SHORED IN ACCORDANCE WITH THE "FLORIDA TRENCH & SAFETY ACT".
5. WIDTH OF TRENCH BOTTOM SHALL BE OUTSIDE DIAMETER OF PIPE PLUS TWELVE INCHES (12") EACH SIDE, REQUIRED.
6. CONTRACTOR SHALL PLACE METALLIC BURIAL IDENTIFICATION TAPE DIRECTLY ABOVE WATER MAIN IN CONFORMANCE WITH CITY CODE.
7. ALL WELL POINT HOLES SHALL BE FILLED WITH COARSE SAND OR OTHER SATISFACTORY GRANULAR MATERIAL AT TIME WELL POINTS ARE PULLED.
8. DISCHARGE FROM DE-WATERING OPERATION SHALL BE DISPOSED OF IN SUCH A MANNER THAT IT SHALL NOT INTERFERE WITH THE NORMAL DRAINAGE OF THE AREA IN WHICH THE WORK IS BEING PERFORMED, CREATE A PUBLIC NUISANCE OR FORM PONDING. THE OPERATIONS SHALL NOT CAUSE INJURY TO ANY PORTION OF THE WORK COMPLETED, OR IN PROGRESS, OR TO THE SURFACE OF STREETS, OR TO PRIVATE PROPERTY.
9. THE PROPOSED DE-WATERING METHOD(S) AND SCHEDULE SHALL BE COORDINATED WITH THE UTILITY AND/OR THE ENGINEER OF RECORD AND OTHER NECESSARY REGULATORY AGENCIES PRIOR TO AND/OR THE ENGINEER OF RECORD AND OTHER NECESSARY REGULATORY AGENCIES PRIOR TO CONSTRUCTION. ADDITIONALLY, WHERE PRIVATE PROPERTY SHALL BE INVOLVED, ADVANCE PERMISSION SHALL BE OBTAINED BY THE CONTRACTOR AND/OR DEVELOPER.
10. THE CONTRACTOR SHALL PROVIDE SOIL COMPACTION TESTING IN ACCORDANCE WITH THE PROJECT THE CONTRACTOR SHALL PROVIDE SOIL COMPACTION TESTING IN ACCORDANCE WITH THE PROJECT DONE IN ACCORDANCE WITH CITY OF BRADENTON PUBLIC UTILITY STANDARDS, LATEST EDITION. ALL SOIL COMPACTION TESTS RESULTS SHALL BE SUBMITTED TO THE ENGINEER OF RECORD.

REV.	DATE	DESCRIPTION	BY

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

STREETS AND ROADS
ROAD CUT REPLACEMENT
TRENCH NOTES

DATE 4/2016
SHEET NO. SR-2



DATE	DESCRIPTION	BY
12/2016	INCREASED BASE WIDTH	SIBE
6/2016	MILL & RESURFACE; BEDDING	SIBE
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

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 K.B.C.,D.L.R.
DRAWN S.R.N.
CHECKED K.B.C.
KIM B. CLAYBACK, P.E.
PROJECT ENGINEER

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

LIFT STATION 27 & 35
ELECTRICAL IMRPOVEMENTS

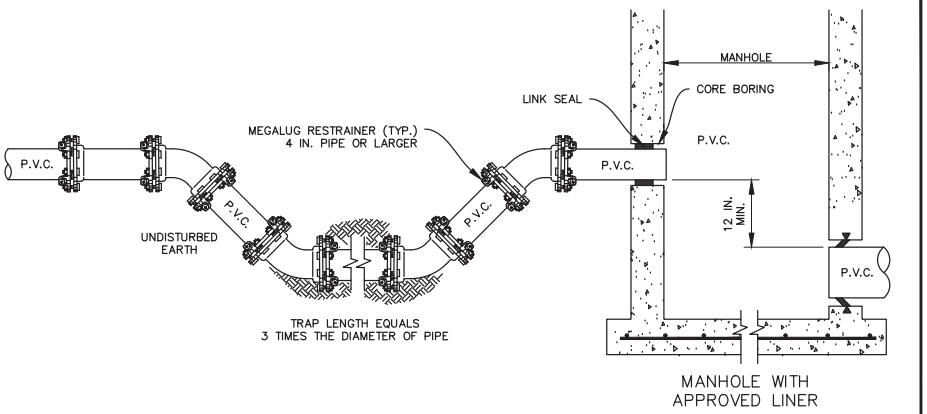
DETAILS

KIM B. CLAYBACK, PE
REG. PROF. ENGINEER #71516

DATE DEC, 2025
SCALE NONE
PROJECT NO. 40859000-563000-#####
DWG. NO. C-14

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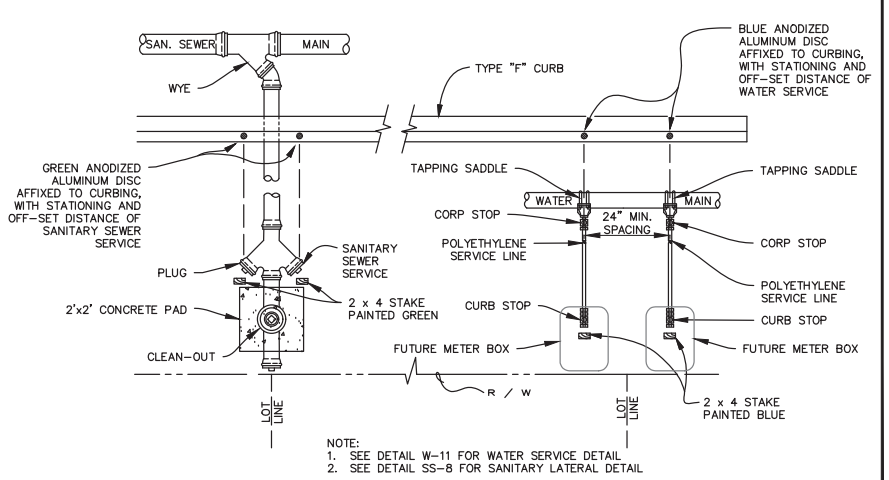


FORCE MAIN CONNECTION TO MANHOLE

REV.	DATE	DESCRIPTION	BY
2	JAN., 2017	REMOVED CONC. RETAIN BLOCK	SIBE
1	7/2013	REMOVED ALL REFERENCE TO D.I.	SIBE

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

SANITARY SEWER | DATE 2/07
FORCE MAIN CONNECTION TO MANHOLE | SHEET NO. SS-6



NOTE:
1. SEE DETAIL W-11 FOR WATER SERVICE DETAIL
2. SEE DETAIL SS-8 FOR SANITARY LATERAL DETAIL

WATER & SANITARY SEWER SERVICES-MISC. DETAILS

REV.	DATE	DESCRIPTION	BY
1	05/15/25	C.O. PAD & FUTURE METER BOX	SIBE

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

WATER DISTRIBUTION
WATER & SANITARY
SERVICE DETAILS
DATE 2/07
SHEET NO. W-10

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 K.B.C.,D.L.R.
DRAWN S.R.N.
CHECKED K.B.C.
KIM B. CLAYBACK, P.E.
PROJECT ENGINEER

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

LIFT STATION 27 & 35
ELECTRICAL IMRPOVEMENTS

DETAILS

KIM B. CLAYBACK, PE
REG. PROF. ENGINEER #71516

DATE DEC, 2025
SCALE NONE
PROJECT NO. 40859000-563000-#####
DWG. NO. C-15

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AGENDA ITEM NO. 6.x

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: July 22, 2026

SUBMITTED BY: Kim Clayback, Public Works & Utilities

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Work Assignment for Water Model Update and Capacity Planning

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City is planning for resiliency and redundancy for the potable water system. The first step in this planning process is to have an appropriate model to guide decision making, capital planning, and prioritization for the next decade and beyond. The model will help identify deficiencies and allow for different scenarios to build cost effective solutions.

FINANCIAL IMPACT:
Project budget approved for FY2026 in GL (40254110-534000).

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the work assignment for Water Model Update and Capacity Planning.

ATTACHMENTS:
Work Assignment for Water Model Update and Capacity Planning

PROFESSIONAL SERVICES WORK ASSIGNMENT COVER SHEET

CONTRACT NO.
BETWEEN
NAME OF FIRM: Jones Edmunds
and
CITY OF BRADENTON

CITY WORK ASSIGNMENT NO. UT01

WORK ASSIGNMENT TITLE: Water Model Update and Capacity Planning

The following documents are required and are attached and incorporated as part of this Work Assignment:

1. DIRECT SELECT FORM, IF APPLICABLE
2. SCOPE OF SERVICES
3. WORK ASSIGNMENT SCHEDULE
4. PROJECT BUDGET
5. ~~LOCAL SUB-CONSULTANT USAGE, IF APPLICABLE~~

NEGOTIATED FEE: $271,500

CONSULTANT'S PROJECT MANAGER:
NAME: Jim McLellan TITLE: Chief Engineer

EMAIL: jmclellan@jonesedmunds.com PHONE: 352 574-3763

CITY'S PROJECT MANAGER:
NAME: Kim Clayback TITLE: Sr Engineer &Strategic Planner, PWU

EMAIL: kim.clayback@bradentonFL.gov PHONE: 941 290-9355

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.

Upon execution below by all parties this Work Assignment shall be deemed to be an integral part of the above Contract.

CONSULTANT PROJECT MANAGER: Jim McLellan
(PRINT NAME)

SIGNATURE: Date 7/10/2026

CITY PROJECT MANAGER: Kim Clayback
(PRINT NAME)

SIGNATURE: Kim B Clayback, PE Digitally signed by Kim B Clayback, PE Date: 2026.07.20 09:22:22 -04'00' Date

CITY:
(PRINT NAME)

SIGNATURE: Date

Direct Select Form

Request Date	Contract No.	Cost Estimate
07.07.26	RFQ 26-16NT	$271,500

Requested By:	**Division / Department:**
Kim Clayback	Public Works/Executive

Administrative Agent (*If different from Requestor*)**:**

Library Category:	**Vendor Name:**
Professional Services Utilities	Jones Edmunds

Work Assignment Title: Water Model Update and Capacity Planning

Description of Requested Services:

The proposed improvements to the potable water system required to support growth, redevelopments, and rehabilitation is estimated to be greater than $80M over the next 20 years. The water model provides a tool for assessment. programmed rehabilitation, prioritization, and alternatives analysis to evaluate and project needs.

The Scope for the project includes updating the existing model originally developed in 2013 to the 2026 conditions, calibrate the model using fire flow data, conduct a capacity analysis for future system needs related to reliability, redundancy, and development, create a programmatic approach to distribution improvements, and provide ROM cost estimates for future system upgrades.
.

Justification: (*Select all that apply and explain below*)	☑ Past experience with project ☐ Continuation of previous work assignment ☐ Unique qualifications ☑ Other

Comments / Explanation of Direct Select:

Jones Edmunds completed the last full update to the water model in 2013. Since 2013, they have assisted the City with Jones Edmunds completed the last full update to the water model in 2013. Since 2013, they have assisted the City with several water distribution system design and construction projects that used the existing model for localized evaluation and system designs. Most recently, they used the model to evaluate and size the high service pump station supplemental water mains. As the original developer of the model and using it most recently for a project this year, Jones Edmunds is positioned to move forward with the update quickly in a cost-effective manner that would take others time to get up to speed. The results of the model are needed for the planned project submittals through the FDEP SAHM Disaster Relief program in the spring of 2027 The timeline for the water model update lines up with the time needed for the FDEP submittals.

Requestor: Kim Clayback	**Signature:** Kim B Clayback, PE — Digitally signed by Kim B Clayback, PE Date: 2026.07.13 08:14:10 -04'00'	**Date:**
Department Director: Irvin B. Lee, P.E.	**Signature:** Irvin Lee — Digitally signed by Irvin Lee Date: 2026.07.13 10:26:52 -04'00'	**Date:** 7-13-26
Purchasing Manager: Erin Jones	**Signature:** Erin Jones — Digitally signed by Erin Jones Date: 2026.07.14 10:00:44 -04'00'	**Date:** 7/14/2026

July 10, 2026

Kim Clayback, PE
Engineering Manager
Public Works & Utilities
888 13th Avenue East
Bradenton, Florida 34208

RE: City of Bradenton
Updated Water Model and Water System Capital Improvements Program
Jones Edmunds Opportunity No.: 95310-124-26

Dear Ms. Clayback:

Jones Edmunds is pleased to submit this proposal to assist the City of Bradenton with updating the existing WaterGEMS© model of the City's water distribution system. We completed the last full update to the water model in 2013. Since 2013, Jones Edmunds has assisted the City with several water system projects that used the existing model for localized evaluations and system designs. Most recently, we used the model to evaluate and size the high-service pump station (HSPS) supplemental water mains. However, since 2013 the overall distribution system has been significantly expanded and upgraded, and demands on the system are expected to increase due to redevelopment in the City' core downtown area. Accordingly, the City desires to update the water model so it can be used to properly plan for and design water system improvements and develop an updated capital improvements program (CIP). To assist the City with these updates, our services will be provided in accordance with our Professional Continuing Services Agreement date April 22, 2026.

I. BACKGROUND

The City's water distribution system was constructed in the 1930s and has gone through multiple expansions over the years. In its early years, cast iron (CI) piping was the material of choice for the water distribution system. That was the case up until the early 1960s. Unfortunately, CI water mains are susceptible to corrosion as they age, especially when CI mains are unlined (having no internal corrosion protection). That is the case in the City of Bradenton where a significant percentage of the water system is CI pipe.

Corrosion of the unlined CI mains generally leads to increased maintenance issues (water main breaks, color complaints, etc.), reduced hydraulic capacity in the water system (lower pressures and fire flows available at customer connections and hydrants), and reduced water quality (lower chlorine residuals in the distribution system).

In 2013, Jones Edmunds assisted the City of Bradenton with updating your WaterGEMS© hydraulic model of the City's water distribution system. The City provided Jones Edmunds with 18 years of pipe break records and information needed to update the water model. The model was updated and calibrated and model simulations were performed. Based on the

results of that modeling effort, a comprehensive distribution improvement plan was developed for replacing CI water mains throughout the water distribution system.

Since 2013, the City has undertaken an aggressive annual water main replacement program to replace CI, galvanized steel, and asbestos cement water mains throughout some older segments of the water distribution system. At the same time, a significant amount of new development has occurred in the City, including several large residential developments in the City's east portion. Additionally, the City is experiencing a significant amount of vertical redevelopment within the City core that has increased water demands, especially for fire flow protection. Furthermore, the City has identified several areas throughout the City where fire flow issues have arisen, and these can be further evaluated and recommendations developed for addressing these areas.

Based on all these issues and a continued emphasis on vertical redevelopment in the City core, an updated water model is essential for the City to continue to upgrade the distribution system and properly plan for and design water system improvements.

This Scope of Services is to assist the City with updating its Master Water Plan through 2045 via the following primary activities:

- Update and calibrate the 2013 model to 2026 conditions, including adding the two existing transmission mains from the City's water treatment plant (WTP) to the HSPS.
- Create future 2045 condition scenarios.
- Conduct capacity assessments and alternatives for adding a third transmission main from the WTP.
- Develop a programmatic approach to assess repair and replacement (R&R).
- Develop necessary capacity and R&R improvements and prioritize projects into CIP and R&R Plans.

II. SCOPE OF WORK

TASK 1 – KICKOFF MEETING, DATA COLLECTION AND REVIEW, WORKSHOPS, AND PROJECT MANAGEMENT

1.1 – KICKOFF MEETING AND DATA NEEDS REVIEW

Jones Edmunds will hold a Kickoff Meeting with the City to review the task order objectives, City expectations, project approach, scope of services, deliverables, and schedule. The deliverables discussion will include the outline of the Water Model Update Report. The City will review the parts of the distribution system that will need to be updated.

1.2 – DATA COLLECTION AND REVIEW

Following the Kickoff Meeting, Jones Edmunds will hold an Operations staff workshop at a location of the City's choice in Bradenton to discuss known problematic areas, critical valves, data needs, supervisory control and data acquisition (SCADA) availability, and criteria for the criticality assessment. Field visits will follow as necessary to further discuss items identified by the Operations staff.

Jones Edmunds will collect data related to updated population projections and recent local construction costs. We will provide the draft Report chapter summarizing the data collection and review for the City's review and comment. The draft Report chapter will include proposed unit prices for developing rough order of magnitude cost estimates in subsequent tasks. We will prepare for and conduct an online meeting with the City to review the City's comments on the draft Report chapter. Jones Edmunds will provide a final chapter based on the City's comments under Task 2.

1.3 – Project Management

Jones Edmunds will be involved in project management with the City throughout the project. Project management will include planning, coordinating, communication, accounting, and general reporting.

1.4 – Review Workshops

Jones Edmunds will hold monthly workshops with the City to review project status, model elements, and recommendations. The workshops will allow the City to review the project between deliverables, streamlining the deliverable review process.

Task 1 Deliverables:

- Kickoff Meeting agenda and discussion summary in electronic format.
- Meeting minutes.
- Draft data collection and review chapter in electronic format.
- Project status reports and invoices.

Task 2 – Field Data Collection and Facilities Assessment

2.1 – Field Data Collection

Jones Edmunds and City staff will perform field data collection to support the data needs for developing the hydraulic water model. The field data collection and testing will require up to 4 days and include a combination of pump and limited hydrant testing. We assume that the testing will be performed during normal business hours – Monday through Friday – and that the City will provide staff to support Jones Edmunds field staff with the data collection.

2.2 – Pump Testing

Pump tests will be performed on the high-service pumps at the HSPS and at the WTP based on the available time during the 4-day testing period. The pumps will be tested for flow and pressure by closing a main valve at the pump discharge to generate a pump curve. The tests will be performed with calibrated equipment installed in the facilities and provided by the City, including a flow meter and a pressure gauge of adequate range. Restrictions for the location of the equipment are:

- The flow meter installation shall comply with the manufacturer's recommendations for clearances upstream and downstream.
- The isolation valve shall be downstream of the flow meter and the pressure gauge.
- The isolation valve shall be in the main pump discharge without an upstream flow diversion.

Jones Edmunds will collaborate with the City to obtain pump curves from the manufacturers if needed. The results obtained from the field tests will be compared with the pump performance curves on record and used in the current version of the water model. Performance curves for the WTP high-service pumps will be added to the model to allow for evaluation of alternatives for a third transmission main into the City from the WTP.

2.3 – Hydrant Flow and Pressure Testing

We understand that as part of its ISO Certification process, the City has tested approximately 90 percent of the hydrants within the distribution system. The data from that testing program will be provided to Jones Edmunds for model calibration of the water distribution system.

As noted previously, limited hydrant testing may be conducted if critical hydrants exist for which data were not collected as part of the ISO Certification. Such hydrant testing will be used for model calibration of the water distribution system. Jones Edmunds will prepare a Field Testing Plan identifying the proposed locations for hydrant testing. Hydrant testing will be a combination of testing for pressure and flow and friction-coefficient testing on selected locations of the distribution mains. The Field Testing Plan will identify the test locations, equipment needs, and testing protocols.

The City will be responsible for installing the testing equipment, operating all valves and hydrants, and providing any temporary traffic control. Jones Edmunds will work with the City to record the data during each test.

2.4 – Facilities Assessment

Data received, collected, and reviewed in the previous tasks will be used in developing a Facilities Assessment, which will include evaluating the hydraulic capacities of the WTP for supply, storage, and pumping capacities. The capacities of these facilities will be compared against the current and projected water demands to the required permit requirements and other local, state, and federal regulations from the Florida Department of Environmental Protection (FDEP), the Florida Administrative Code (FAC) Chapter 62-555, and the US Environmental Protection Agency (EPA).

During the site visits performed during the Kickoff and Field Data Collection tasks, Jones Edmunds will visually assess the facilities and provide recommendations in the Report to improve the resiliency and reliability of the City's water treatment and distribution system. Input from City staff on the operational performance of the system will be noted, and improvements to the system to expand its reliability will be recommended.

Jones Edmunds will also include recommendations in the Report for additional studies or projects that may need to be completed by the City such as the 5-year update for the Risk and Resilience Assessment and Emergency Response Plans required by EPA's America's Water Infrastructure Act (AWIA) of 2018.

2.5 – Data Collection and Facility Assessment Report Chapters

Jones Edmunds will develop draft Report chapters for Data Collection and Facility Assessment. The draft Report chapters will be submitted to the City for review and comments. Following the City's review of the draft, Jones Edmunds will conduct a review

meeting with the City to receive comments. Based on the comments received, the chapters will be updated in the final version of the Modeling Report.

Task 2 Deliverables:

- Field data collection Report chapter in electronic (pdf) format summarizing the findings and pump data collected in the field.
- Pump station test summary sheets in Excel and PDF formats.
- An Excel spreadsheet sorting the data from low to high pressure/flow that will be used in subsequent tasks to identify areas with low pressures/flows and the feed pipe sizes.

Key Assumption:

- SCADA data from all pumping and storage facilities will be provided for the duration of the field-testing period.

TASK 3 – MODEL UPDATES AND CAPACITY EVALUATIONS

3.1 – CALIBRATE THE 2013 DISTRIBUTION SYSTEM MODEL TO 2026 CONDITIONS

Jones Edmunds will update the City's WaterGEMS© model representing 2013 conditions to 2026 conditions. The updates will include:

- Updated demand data based on adjusted population projections.
- Increased distribution area (residential and commercial developments) completed since 2013.
- System pipeline improvements implemented since 2013.
- Updating the HSPS pump performance curves.
- Input the two existing transmission mains from the WTP to the HSPS.
- Input pump performance curve information for the high service pumps at the WTP.
- Calibrate system pressures and demands to simulate fire flow tests within an accuracy of 10 percent.

Jones Edmunds will summarize the updates for a draft Report chapter for the City's review and comment. We will also attend an online meeting with the City to review the updates.

Once the City has provided comments on the updates, Jones Edmunds will perform a maximum daily demand simulation using the demand multipliers in the current WaterGEMS© model. We will identify parts of the system where water mains have velocities greater than 6.5 feet per second (fps), fire flow availability less than 1,000 gallons per minute (gpm), distribution pressures less than 20 pounds per square inch (psi), high-service pumping deficiencies, and inadequate storage. Jones Edmunds will also evaluate the pump runtime SCADA data for the high-service pumps provided by the City and compare the data to the modeled output. We will summarize the model simulation and provide a draft Report chapter for the City's review and comment.

Jones Edmunds will provide a complete list of water assets used in the water model that includes pipe length, pipe size, number of hydrants, blow-offs, valves, and other assets

listed in the models. We will create a baseline water model and calibrate the model to the existing operating conditions. The model will be calibrated within the following criteria:

- Hydraulic grade lines (HGLs) predicted by the model will be within 5 to 10 feet (2.2 to 4.3 psi) of those recorded in the field by SCADA or the field data collected.
- Water level fluctuations in tanks predicted by the model will be within 3 to 6 feet of those recorded in the field by SCADA.

Jones Edmunds will use the model to assess system performance for the planning periods. Three additional scenarios will be developed for each planning year to evaluate future conditions using the projected water demand, including:

- Annual Average Daily Demand (AADD) scenario.
- Maximum Daily Demand with Fire Flow Analysis (MDD+FF) scenario.
- Maximum Daily Demand inclusive of Peak Hour Demand (MDD/PHD) scenario.

Jones Edmunds will develop draft system deficiency figures for review by the City. conduct a workshop with the City to review the figures, summarize the noted system deficiencies, and show selected model runs. During the workshop, we will suggest potential improvements and operational alternatives to the City to address the noted deficiencies. The outcome of the workshops will include a shortlist of alternatives to be further evaluated.

3.3 – Create Future 2045 Condition Scenarios

Based on the Task 2 model representing 2026, Jones Edmunds will create a child scenario to simulate 2045 future conditions. The model will include updated demand data based on current population projections and expected future redevelopment within the City's downtown core. Jones Edmunds will summarize the updates and provide a draft Report chapter for the City's review and comment.

Once the City has provided comments on the updates, Jones Edmunds will perform an MDD simulation using the demand multipliers in the current WaterGEMS© model. We will identify parts of the system where water mains have velocities greater than 6.5 fps, fire flow availability less than 1,000 gpm, distribution pressures less than 20 psi, well deficiencies, high-service pumping deficiencies, and inadequate storage. Jones Edmunds will summarize the model simulation and provide a draft Report chapter for the City's review and comment.

3.4 – Results Review Meeting

Jones Edmunds will prepare for and attend a results review meeting in person with the City. We will provide an agenda in advance of the meeting and draft minutes within 1 week after the meeting. Jones Edmunds will prepare and distribute final minutes after incorporating the City's comments.

Task 3 Deliverables:

- Final model conversion chapter in electronic format.
- Draft chapter for the 2026 conditions model evaluation.
- Draft chapter for the 2045 conditions model evaluation.
- Meeting agenda and minutes.

Task 4 – Recommend R&R Program

4.1 – Review Current R&R Program

Jones Edmunds will conduct two workshops with City staff associated with current R&R activities. City staff will include City construction, repair, and resurfacing staff, including other staff actively involved in project identification and planning. The workshops will determine how the R&R Program currently operates, how priorities are set, what elements have been successful, and what existing priorities and problem areas are currently identified. The City will provide Jones Edmunds with available data on your current R&R activities. Jones Edmunds will summarize the current R&R Program in a draft Report chapter.

4.2 – Determine Probability and Consequence of Failure

Jones Edmunds will develop a list of criteria for quantifying the probability and consequence of failure for the assets in the distribution system and provide to the City to review. Once the City's comments have been incorporated into a final list, Jones Edmunds will identify critical assets, including valves, distribution mains, transmission mains, HSPS, and elevated and ground storage tanks and add the attributes within the City's geographic information system (GIS) asset database.

4.3 – Recommend Revisions to the R&R Program

Jones Edmunds will recommend revisions to the City's current R&R Program based on the data gathered in this task, the City's input, and our experience with similar programs. Jones Edmunds will provide the recommendations to the City as a draft Report chapter for review and comment. We will review the comments with the City and incorporate the City's comments.

Task 4 Deliverables:

- Final capacity evaluation chapters in electronic format.
- Draft R&R chapter.
- Workshop agenda and minutes.

Task 5 – Recommended Improvements and 20-Year CIP Plan

This task breaks down the various types of improvements and CIP projects that will be targeted in this project. Each project or plan will capture the latest capital costs available. Jones Edmunds will review the City's work orders, and the City Operations staff will be involved in creating specific recommendations. Jones Edmunds will also consider planned stormwater, wastewater, and road improvement projects to target cost-effective plans.

5.1 – Capacity Improvements

Jones Edmunds will develop conceptual capacity improvements based on the results from Task 3. The improvements will focus on projects included in the City's Water Facilities Plan

currently being prepared for FDEP State Revolving Fund (SRF) requirements. We expect that the project will include:

- Water main improvements to address areas of fire flow concern.
- A possible redundant water main crossing the Braden River.
- A third water transmission main from the WTP.

For the third transmission main, we will evaluate following alternatives:

- A new main from the WTP to the HSPS.
- A new main from the WTP to State Road 70, then east to Caruso Road, and then north to Morgan Johnson Road to a new water booster station on the City-owned parcel on the west side of Morgan Johnson as means to increase supply to the area east of the Braden River.

The last alternative will be compared to the model results for a redundant water main crossing the Braden River, as noted above.

Each improvement review will include a brief description, a plan-view figure showing the general locations of recommendations, and a rough order of magnitude cost estimate (ASTM E2516 *Standard Classification for Cost Estimate Classification System* Class 4). Jones Edmunds will summarize the capacity improvements and provide to the City as a draft Report chapter for review and comment. This deliverable will include the final Report chapter from Task 4 that incorporates the City's comments. Jones Edmunds will provide a final Report chapter on the capacity improvements based on the City's comments under Task 6.

5.2 – Operational-Strategy-Related Improvements

Jones Edmunds will develop conceptual operational-strategy-related improvements based on the results from Task 3. Known operational problems include:

- Fire flow issues in at least five neighborhoods within the distribution system.
- A valving plan to isolate areas.
- Areas with higher water age.

Each improvement review will include a brief description, a plan-view figure showing the general locations of recommendations, and a rough order of magnitude cost estimate. Jones Edmunds will summarize the operational-strategy-related improvements and provide the City a draft Report chapter for review and comment. We will provide a final chapter on operational-strategy-related improvements based on the City's comments under Task 6.

5.3 – R&R Improvements

Jones Edmunds will develop conceptual R&R improvements based on the results from Task 4. Known R&R issues include:

- Continuation of the City's water main replacement program.

Jones Edmunds will present the R&R improvements in list and figure formats, including rough order of magnitude cost estimates. We will summarize the R&R improvements and provide to the City a draft Report chapter for review and comment. Jones Edmunds will provide a final chapter on R&R improvements based on the City's comments under Task 6.

5.4 – Recommended Improvements Review Meeting

Jones Edmunds will prepare for and attend a meeting in person with the City to review the recommended improvements. In addition to reviewing the recommended improvements, the City and Jones Edmunds will discuss prioritizing the recommended improvements to develop the 20-year CIP Plan. We will provide an agenda in advance of the meeting and draft minutes within 1 week after the meeting. Jones Edmunds will prepare and distribute final minutes after incorporating the City's comments.

5.5 – 20-Year CIP

Jones Edmunds will develop a draft CIP Plan based on Tasks 5.1 through 5.4 in the form of a draft Report chapter for review and comment by the City. We will provide a final subchapter on the CIP Plan based on the City's comments under Task 6.

Task 4 Deliverables:

- Final chapter of the R&R Program.
- Draft chapter for capacity improvements.
- Draft chapter for operation-strategy-related improvements.
- Draft chapter for R&R improvements.
- Draft chapter for the 20-Year CIP.
- Meeting agenda and minutes.

Task 6 – Final Report and Recommendations

Jones Edmunds will provide a draft final Report to the City, including a concluding summary and recommendations chapter. The deliverable will include final chapters from Task 5. We will prepare for and conduct an online meeting with the City to review the City's comments on the draft final Report. Jones Edmunds will incorporate the City's comments into and deliver the final Report.

Task 6 Deliverables:

- Draft Final Report.
- Final Report.

III. PROJECT ASSUMPTIONS

- The City will provide SCADA data and any other data deemed necessary for updating the 2013 model scenario to 2026 conditions.
- The City will provide review comments within 2 weeks of receiving drafts provided by Jones Edmunds.
- Jones Edmunds will create new diurnal patterns using SCADA and flow data from 2025/2026 for the WaterGEMS© models.

- Jones Edmunds will provide report chapters electronically. Jones Edmunds will also provide a signed-and-sealed hard copy of the final Report.
- Jones Edmunds assumes that changes to the 2013 existing conditions scenario will be limited to population projection updates, changes in the as-built distribution system since the time of the last model updates, new distribution areas, and updated HSPS pump calibrations.

V. SCHEDULE

The schedule for providing the services described in the above Scope of Work is below.

Task	Estimated Cost	Expected Schedule (Months after Notice-to-Proceed)
1 – Kickoff Meeting, Data Collection and Review, Workshops, and Project Management	$35,060	1.5
2 – Field Data Collection and Facilities Assessment	$42,270	3
3 – Model Updates and Capacity Evaluations	$54,700	4
4 – Recommend R&R Program	$44,200	6
5 – Recommended Improvements and 20-Year CIP Plan	$50,560	7
6 – Final Report and Recommendations	$44,260	10
Not-to-Exceed Project Total	**$271,500**	**10**

VI. COMPENSATION AND PAYMENT

The compensation to be paid to Jones Edmunds for providing the services described in this Scope of Services shall be the *standard labor rates by category* included in our current Contract for each employee performing work on the project, times their *direct hours* for labor and an *actual cost* basis for reimbursable costs. The total compensation paid to Jones Edmunds under this Task Order shall not exceed **$271,500** without a written Change Order approved by the City.

Jones Edmunds will submit invoices to the City's Project Manager for work performed during each calendar month. Invoicing will be in the approved City format accompanied by a brief description of the work effort completed during the billing period. Monthly invoices will be prepared for work to which labor costs apply plus a separate listing for reimbursable costs. Reimbursable costs will be itemized and supporting documentation provided. Compensation will only be paid for work that is acceptable to the City.

If the City terminates a task or tasks for any reason other than Jones Edmunds' unsatisfactory performance, Jones Edmunds will be compensated for the work performed up to the date of termination. If the City terminates a task or tasks, or the entire contract, due to Jones Edmunds' unsatisfactory performance, the City will only compensate Jones Edmunds for work that is acceptable to the City.

If you have any questions, please do not hesitate to contact us at (813) 258-0703, tfriedrich@jonesedmunds.com or jmclellan@jonesedmunds.com. As always, we appreciate this opportunity to provide continuing professional services to the City, and we look forward to collaborating with you on this important project.

Sincerely,

Thomas W. Friedrich, PE, BCEE
Senior Consultant/Vice President
324 S. Hyde Park Avenue, Suite 250
Tampa, Florida 33606

Jim McLellan, PE
Chief Engineer

FEE ESTIMATE
City of Bradenton
Water Model Update
JONES EDMUNDS OPPORTUNITY # 95310-124-26

7/10/2026

TASK	Project Officer	Project Manager	Sr. CADD Designer	Chief Engineer	Engineer Intern	GIS Systems	GIS Analyst	Project Eng Hyd. Modeler	Sr. Technical Editor	Sr. Account or Marketing	Admin Asst	Labor Hours	COSTS Labor Fee	COSTS Expenses	COSTS Subconsultant	TOTALS
Jones Edmunds Standard Rates 2023	$325.00	$235.00	$180.00	$310.00	$160.00	$130.00	$160.00	$235.00	$180.00	$130.00	$100.00					
Task 1																
Kickoff Meeting, Data Collection and Review, Workshops, and Project Management	**4**	**40**		**16**	**40**			**40**		**20**		160	$34,060	1000	$0	$35,060
Task 2																
Field Data Collection and Facilities Assessment	**4**	**40**	**24**	**8**	**60**		**20**	**40**	**4**		**8**	208	$41,220	$1,500		$42,720
Task 3																
Model Updates and Capacity Evaluations	**4**	**40**		**16**	**120**	**4**	**20**	**60**	**4**		**8**	276	$54,200	$500		$54,700
Task 4																
Recommend R&R Program	**4**	**40**	**24**	**16**	**80**			**40**	**4**		**8**	216	$43,700	$500		$44,200
Task 5																
Recommended Improvements and 20-Year CIP	**8**	**40**	**8**	**16**	**120**	**2**	**8**	**40**	**4**		**8**	254	$50,060	$500	$0	$50,560
Task 6																
Final Report and Recommendations	**8**	**40**	**24**	**16**	**60**	**2**	**8**	**40**	**8**		**8**	214	$44,060	$200		$44,260
															TOTAL	**$271,500**

AGENDA ITEM NO. 6.y

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: July 22, 2026

SUBMITTED BY: Erin Jones, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Agreement for Construction Manager at Risk (CMAR) Services for a New Public Works and Utilities Complex Phase I with Willis A. Smith Construction, Inc.

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
On February 4, 2026, City of Bradenton advertised Request for Qualifications (RFQ) 26-021EJ to select firms to provide Construction Management at Risk Services for a New Public Works Complex. Notice of this RFQ was made through OpenGov. 22,087 vendors were notified, 1,051 vendors viewed the solicitation, and 8 vendors submitted an offer. On March 19, 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 April 9, 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. Willis A. Smith Construction, Inc. being the highest-ranking proposer, is recommended for award. Purchasing is now bringing forth the negotiated agreement.

FINANCIAL IMPACT:
Fundede by GL Account: 40859000-561000-annex.

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

SUGGESTED MOTION:
Motion to approve THE Agreement for CMAR Services for the New Public Works and Utilities Complex Phase I with Willis A. Smith Construction, Inc.

ATTACHMENTS:
Agreement with Willis A Smith Construction, Inc.

AGREEMENT FOR
CONSTRUCTION MANAGER AT RISK
PRECONSTRUCTION SERVICES FOR A NEW PUBLIC WORKS AND UTILITIES COMPLEX
PHASE I

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 **Willis A. Smith Construction, Inc.** a Florida corporation (the "Construction Manager" or "CM").

WITNESSETH

WHEREAS, the City intends to undertake the construction of a new public works and utilities complex, and Phase I consists of a new Sanitation Division facility, Fleet facility, Warehouse facility, covered storage and all of the site work. (the "Project"), which requires construction manager at risk services; and

WHEREAS, the City issued Request for Qualification (RFQ) 26-021EJ on February 4, 2026 (the "RFQ" or "Solicitation"); and

WHEREAS, the City evaluated and ranked proposals received in accordance with applicable Florida statues, City ordinances and policies, and found the CM qualified to perform the necessary services; and

WHEREAS, the City requires certain preconstruction services for the Project;

WHEREAS, the CM has reviewed the preconstruction services required pursuant to this Agreement and is qualified, willing, and able to provide and perform all such services in accordance with 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; and

NOW, THEREFORE, the City and the CM, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, do agree as follows:

I. DEFINITIONS

A. Administrative Agent: the Administrative Agent is the City's staff representative for this Agreement, and whose responsibilities are set forth in Section XIII.

B. Agreement Documents: the Agreement Documents shall include this Agreement, the Description of Work, the Preconstruction Schedule, the Preconstruction Phase Fee Schedule, the Solicitation, the General Terms and Conditions of Solicitations, and the Purchase Order(s), all of which are incorporated into this Agreement by reference.

C. Allowance: a particular line item or unit cost budget for items not finalized at the time of City's acceptance of the Guaranteed Maximum Price (GMP). An unused allowance or allowance underruns shall be reallocated to the City's Contingency (within the GMP) via execution of a change order.

D. Change Order: a written order signed by the City, the Architect/Engineer, and the Contractor authorizing a change in the Construction Documents and, if necessary, a corresponding

adjustment to the Cost of Work.

E. Construction Documents: final working drawings and specifications required to demolish existing improvements (if any) and construct the Project.

F. Cost of Work: the costs necessarily incurred by the CM in the proper performance of the Work. Such costs shall be in accordance with the Preconstruction Phase Fee Schedule attached hereto, and at rates not higher than those customarily paid at the place of the Project except with prior consent of the City.

G. Design Consultant: the Design Consultant for the Project is Sweet Sparkman Architecture & Interiors.

H. Guaranteed Maximum Price (GMP): the sum of the CM's Cost of Work and the CM's fee for the performance and completion of all the services for the Construction Phase of the Project, including but not limited to the completion of the Work in accordance with the Construction Documents.

I. Preconstruction Phase Fee Schedule: the sum to be paid for providing all Preconstruction Phase services, as set forth in this Agreement, and as contemplated in the RFQ.

J. Preconstruction Schedule: the Preconstruction Schedule shall mean the timeline prepared by the CM and approved by the City for accomplishing the Project, and which is attached hereto and incorporated herein as an Exhibit B.

K. Project Team: the term Project Team, shall include the City, the Design Consultant, and the CM.

L. Substantial Completion: the point in the progress of the Work when the Project or designated portion thereof is sufficiently complete in accordance with the Construction Documents so that the City is able to fully occupy and fully utilize the Project for its intended use with all certificates of occupancy obtained.

M. Work: this term shall mean any and all authorized and approved work, materials, supplies, tools, fixtures, labor, services, equipment, construction management and contract administration, preconstruction services for the design and Project development to be performed and provided by the CM (and its agents, employees, and subcontractors) pursuant to this Agreement, and any attachments attached hereto and incorporated herein.

II. CONSTRUCTION MANAGER'S PRECONSTRUCTION SERVICES

A. The CM agrees to diligently provide all preconstruction services for the Project and to perform the required services as described in Exhibit A, the Work, attached hereto and incorporated herein.

B. The Agreement shall commence immediately upon execution by both the City and the CM and shall continue through the completion of the Work for the Project in accordance with Exhibit B, Preconstruction Schedule, attached hereto and incorporated herein. Notwithstanding the preceding sentence, CM shall perform no work under this Agreement until receipt of a Purchase Order.

III. COMPENSATION AND PAYMENT OF CONSTRUCTION MANAGER'S PRECONSTRUCTION SERVICES

A. The City shall pay the CM for the Work performed hereunder and completed in accordance with the terms and conditions of this Agreement an amount not to exceed **One Hundred Sixty-Three Thousand Five Hundred Sixty-Five Dollars and Zero Cents ($163,565.00),** as the total agreement amount for performing the tasks as set forth in the Exhibit A, the Work, and further described in Exhibit C, the Preconstruction Phase Fee Schedule, attached hereto and incorporated herein. Said total amount to be all inclusive of costs necessary to provide all services as outlined in this Agreement.

B. CM represents and warrants that wage rates and other factual unit costs supporting the compensation relative to this Agreement shall be accurate, complete, and current at the time of entering into this Agreement. The amounts set forth in the Agreement will be adjusted to exclude any significant sums by which the Cost of Work was increased where the City determines such increase is due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such adjustments must be made within one year following completion of the Agreement.

C. The City's performance and obligations to pay under this Agreement is contingent up on an appropriation of lawfully available funds by the City Council. The City shall promptly notify the CM if the necessary appropriation is not made.

IV. METHOD OF PAYMENT

A. The City shall pay the CM in accordance with the Local Government Prompt Payment Act set forth in §218.70, et seq. F.S., upon receipt of the CM's invoice and written approval of same by the City's Administrative Agent indicating that the Work has been performed in conformity with this Agreement.

B. The CM shall submit invoices for payment to the address indicated on the purchase order for the Work pursuant to Exhibit C, the Preconstruction Phase Fee Schedule attached hereto and incorporated herein.

C. The CM's invoices shall be in a form satisfactory to the City. The CM 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 CM and the City.

B. If the City's Administrative Agent requires the CM to perform additional services related to this Agreement, then the CM shall be entitled to additional compensation based on the Preconstruction Phase 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 CM, the CM shall not be entitled to additional compensation.

VI. LIABILITY OF CONSTRUCTION MANAGER

A. The CM shall save, defend, indemnify and hold harmless the City from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the CM arising out of or in any way connected with the CM or subcontractor's performance or failure to perform under the terms of this Agreement.

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

VII. CONSTRUCTION MANAGER'S INSURANCE

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

VIII. RESPONSIBILITIES OF THE CONSTRUCTION MANAGER

A. CM accepts the relationship of trust and confidence established between CM and City by this Agreement and covenants that it is acting in a fiduciary capacity to protect the City's interests. CM covenants to furnish its best skill and judgement and to cooperate with City and the Design Consultant for the duration of the Project in accordance with the Agreement in an expedient and efficient manner.

B. The CM 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 CM under this Agreement. The CM shall, without additional compensation, correct or revise any errors or deficiencies in its reports, designs, specifications, other documents and data.

C. The CM warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the CM) 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 CM, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.

D. CM agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a CM'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.

E. Pursuant to §287.133(2)(a), 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 pubic

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 CM, supplier, subcontractor, or CM under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in §287.014 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

F. The CM 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 CM shall maintain books, records, documents, and other evidence directly pertaining to or connected with the Work under this Agreement which shall be available and accessible at the CM'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 ten (10) fiscal years (From October to September) after completion of the Project.

H. The CM shall notify the City's Administrative Agent at least three (3) days in advance of any meeting between the CM and any City Council Member, regulatory agency or private citizen relating to this Agreement.

I. The CM 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 CM 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. CM 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. DESIGN REVIEW SERVICES

A. The CM acknowledges that the Project will be completed in accordance with the established Preconstruction Schedule and shall make recommendations to the Administrative Agent and Design Consultant regarding the drawings and specifications to facilitate the construction of the Work.

B. The CM shall thoroughly familiarize itself with the Project. Where appropriate and as requested, CM shall make written recommendations with respect to the Project, foundations, selection of systems and materials and cost reducing alternatives, and shall provide assistance to the Design Consultant and the Administrative Agent in evaluating alternatives and their long-term cost effects, as the Administrative Agent deems appropriate. The CM shall call to the attention of the Administrative Agent and Design Consultant any known or perceived defects in the design, drawings and specifications or other documents that CM notes, as soon as practicable after such defect is noted.

C. Any design error or omissions noted by the CM during this review shall be reported promptly

to the Design Consultant and the Administrative Agent, but it is recognized that the CM's review is made in the CM's capacity as a contractor and not as a licensed design professional. The recommendations and advice of the CM concerning design alternatives shall be subject to the review and approval of the City.

D. The CM shall review the Construction Documents and make recommendations in writing to the Administrative Agent with respect to dividing the Work in such a manner as will permit the CM to take bids and award separate construction Trade Contracts. It shall make such divisions in a manner acceptable to the Administrative Agent, taking into consideration all factors such as natural and practical lines of severability, sequencing, effectiveness, access and availability constraints, total time for completion, construction market conditions, availability of labor and materials, community relations, availability of qualified local and minority contractor participation, and any other factors pertinent to saving time and cost.

E. The CM shall assess conditions in the construction market in an effort to identify factors that will or may affect costs and time for completing the Project. The CM shall conduct review as may be reasonably necessary to: (1) determine and report on availability of labor, material, equipment, potential bidders and possible impact of any shortages or supplies of labor or material; and (2) in light of such determination, make recommendations with respect to long lead procurement, separation of construction into bid packages, sequencing of work, use of alternative materials, equipment or methods, other economics in design or construction and other matters that will promote cost savings and completion with the Preconstruction Schedule.

X. BASIS OF GUARANTEED MAXIMUM PRICE

A. The CM shall submit to the City a proposed GMP as described herein, and in the Work.

B. The CM acknowledges and agrees that the GMP proposal will include:

1. The entire scope of work and services solicited under the RFQ and all exhibits, attachments, schedules and addenda thereto, and this Agreement and all exhibits, attachments and schedules hereto, including but not limited to the Construction Documents, and any other material documents which were used in preparation of the GMP. Notwithstanding the foregoing, if the Construction Documents fail to depict an item that is essential for operation, the CM is required to provide and install such essential item as part of the GMP. If the Construction Documents contain inconsistencies, discrepancies or omission of which the CM had knowledge of or which are reasonable inferable from the Construction Documents as necessary to complete the Work in accordance with the Construction Documents, the CM shall not be entitled to an extension of the Preconstruction Schedule or an adjustment in the GMP for such items and the CM shall nonetheless be responsible to correct and complete such items;

2. A list of all allowances and the statement of the basis;

3. A list of any material clarifications and assumptions made by the CM in the preparation of the GMP necessary to supplement the information contained in the drawings and specifications. Such list shall not include restatements of any existing

provisions of this Agreement;

4. A statement of the estimated cost (organized by trade categories) allowances, contingency, and other items including a list of any fees or other costs that comprise the GMP;
5. The date of substantial completion, upon which the proposed GMP is based; and
6. A schedule of the Construction Documents' issuance dates, upon which the proposed GMP is based.

C. The CM acknowledges that the GMP includes an amount designated as the City's (Owner's) Contingency. The City's Contingency shall be available to the CM only if the City approves a Change Order (CO) to this Agreement. In such event, the CO shall specify the portion of the City's Contingency being made available and the purpose.

D. The GMP shall be inclusive of the arrangement and supply of all job-site facilities, to include workstations equipped with telephones, desks, fax machines, and PC equipment that are reasonably necessary to enable the members of the Project Team to perform their respective duties in the management, inspection and supervision of construction of the Project. The CM shall provide a dedicated office on site for use by the Project Team.

E. The CM acknowledges that the Construction Documents may be modified by the Design Consultant, from time to time, and if presented with modified Construction Documents from the City, the CM is required to complete the Project as modified, with adjusted compensation, if deemed appropriate.

F. The GMP proposal is subject to acceptance by the City, the City's sole discretion. If the City wishes to accept the GMP proposal, the City shall prepare an amendment to this Agreement, incorporating the GMP as well as any other provisions the City deems necessary for the performance of the Construction Phase of the Project. In the event the City does not wish to accept the GMP proposal, the Administrative Agent shall so inform the CM in writing. Thereupon this Agreement shall terminate and neither party shall have any obligation to the other regarding the Construction Phase of the Project.

XI. 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 CM in connection with the Work shall be delivered to, and shall become the property of the City upon acceptance by the City. The CM 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 CM 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 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

1. GIS data shall be delivered in ESRI File Geodatabase (.gdb) format. Shapefiles (.shp) may be substituted where a File Geodatabase is not feasible.
2. All spatial data shall be projected in Florida State Plane, West Zone (NAD 83.
3. CAD drawings submitted must adhere to Owner CAD Standards. Current standards documents will be provided to the Contractor upon request.

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.

XII. PERFORMANCE OF CONSTRUCTION MANAGER'S PERSONNEL

A. The performance and completion of the required services is vitally important to the interest of the City. The CM shall assign a project manager, together with such other personnel as are necessary to assure faithful prosecution and timely delivery of services pursuant to the requirements of this Agreement. The key personnel assigned by the CM to perform the Work shall be the same as those identified in the CM's response to the RFQ. The CM shall ensure that all key personnel, support personnel, and other agents are fully qualified and capable of performing their assigned tasks. Any changes or substitution to the CM's key personnel must receive the Administrative Agent's written approval before said changes or substitution can become effective.

B. The Work to be performed by the CM shall commence upon the CM's receipt of written Notice to Proceed from the Administrative Agent. The time limits set forth in Exhibit B, the Preconstruction Schedule, shall commence to run on the date of the Purchase Order but are subject to adjustment depending upon the design schedule in the Design Consultant's Agreement. The CM shall deliver to the City a detailed preconstruction schedule with specific calendar dates in conformity with Exhibit B, the Preconstruction Schedule. This Preconstruction Schedule shall also include the specific calendar dates for the delivery or completion of all documents, reports or other data as required by this Agreement.

C. Time is of the essence in the performance of this Agreement. The CM specifically agrees that all work performed under the terms and conditions of this Agreement shall be completed within the time limits set forth in this Agreement, subject only to delays caused by Force Majeure, or as otherwise defined herein. Force Majeure shall be deemed to by any cause affective the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

D. The CM agrees to provide to the Administrative Agent monthly written progress reports concerning the status of the Project. Written progress reports will accompany each monthly invoice. The Administrative Agent may determine the format for this progress report. The City shall be entitled at all times to be advised at its request, and in writing, as to the status of work to be performed by the CM.

E. In the event unreasonable delays occur on the part of the City or regulatory agencies as to the approval of any plans, permits, reports or other documents submitted by the CM which delay the Preconstruction Schedule completion date, the Administrative Agent shall not unreasonably withhold the granting of an extension of the Preconstruction Schedule time limitation equal to the aforementioned delay.

F. In the event the Preconstruction Schedule completion date is delayed beyond the date stated in Exhibit B, the CM shall continue its efforts hereunder in full force and effect until otherwise directed by the Administrative Agent, or until twelve (12) additional months have elapsed, whichever is less.

G. Should the Project be suspended or delayed by the City for a period exceeding six (6) months, the City and the CM may negotiate fair and equitable compensation for the CM's continued service hereunder, and amend this Agreement accordingly.

XIII. OBLIGATIONS OF THE CITY

A. The City's Administrative Agent is designated to serve as the project coordinator and to do all things necessary to properly administer the terms and conditions of this Agreement. If necessary, a specific project manager ("Project Manager") will be authorized to perform the responsibilities of the Administrative Agent. The City shall designate any specific Project Manager in the Notice to Proceed. The responsibility of the Administrative Agent shall include:

1. Examining all reports, sketches, drawings, estimates, proposals, and other documents presented by the CM, and render in writing, decisions pertaining thereto within a reasonable time.

2. Transmitting instructions, receipt of information, interpretation and definition of City policies and decisions with respect to design, materials, and other matters pertinent to the Work covered by this Agreement.

3. Reviewing for approval or rejection all of the CM's documents and payment requests.

4. Determining when and if it may be in the best interest of the City to shift funding among tasks identified in the Scope of Services, providing the not-to-exceed amount of the Agreement is not exceeded. Any such determination shall be memorialized in an CO.

B. The City, shall, upon request, furnish the CM with all existing data, plans, studies and other information in the City's possession which may be useful in connection with the Work and/or the Project, all of which shall be and remain the property of the City and shall be returned to the Administrative Agent upon completion of the Work.

C. The Administrative Agent shall conduct periodic reviews of the Work of the CM necessary for the completion of the CM's services during the period of this Agreement and may make other City personnel available, where required and necessary to assist the CM. the availability and necessity of said personnel shall be determined solely within the discretion of the City.

D. The City shall not provide any services to the CM in connection with any claim brought on behalf or against the CM.

XIV. TERMINATION

A. The City shall have the right at any time upon thirty (30) calendar days' written notice to the CM to terminate this Agreement for convenience. In the event of termination pursuant to this paragraph, the City shall pay to the CM and the CM shall accept as full payment for the Work, a sum of money equal to the Work completed in any commenced but incomplete Work.

B. Any failure of the CM 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 CM 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 CM and the CM shall accept as full payment for the Work, a sum of money equal to the Work completed in any commenced but incomplete Work.

E. In the event that the CM has abandoned performance under this Agreement, then the City may terminate this Agreement upon three (3) calendar days' written notice to the CM indicating its intention to do so. Payment for work performed prior to the CM's abandonment shall be as stated in paragraph XII.D. above. CM 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 CM shall have the right to terminate this Agreement only in the event of the City failing to pay the CM'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 CM 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 CM 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 CM's work not performed in accordance with the requirements of this Agreement;
   2. The quantity of the CM's work not delivered or performed as represented in the CM's Payment Request, or otherwise;
   3. Claims made, or likely to be made, against the City or its property;

4. Damages to the City or a third party caused by the CM;
5. The CM's failure or refusal to perform any obligation under this Agreement.

XV. STOP WORK ORDER

A. The City's Administrative Agent, may at any time, by written order to the CM, require the CM to stop all or any part of the Work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the CM. Upon receipt of such as order, the CM shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The CM shall not resume work unless specifically so directed in writing by the City. Before the stop work order expires unless it is extended, the Administrative Agent shall take one of the following actions:

1. Cancel the stop work order; or
2. Terminate the Work covered by the order; or
3. Terminate the Agreement in accordance with the provisions contained in Section XII.A.

B. In the event the City determines to not direct the CM 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 CM to resume work within ninety (90) days, the CM may terminate this Agreement.

XVI. 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 CM 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.

XVII. PUBLIC RECORDS

IF THE CONSTRUCTION MANAGER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE CONSTRUCTION MANAGER'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**

XVIII. MISCELLANEOUS

A. The Agreement and attachments hereto constitute the sole and complete understanding between the parties and supersede all other agreements between them, whether oral or written with respect to the subject matter. No amendment, change order or addendum to the Agreement Documents is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

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

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

D. If the CM is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

E. The CM 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 CM 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 Work 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. Nothing contained in the Agreement Documents is intended to serve as, or shall be deemed, a waiver of sovereign immunity by the City, or by any other agency or political subdivision to which sovereign immunity may be applicable, or of any rights or limitations to liability under Section 768.28, Florida Statutes.

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. 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:

Construction Manager's Representative:		City's Administrative Agent:	
Name:	Brett Raymaker	Name:	Jean Totti
Title:	Vice President	Title:	Construction Project Administrator
Address:	5001 Lakewood Ranch Blvd., Suite 100	Address:	888 13th Ave. E
	Sarasota, FL 34204		Bradenton, FL 34208
Telephone:	941-366-3116	Telephone:	941-705-6705
E-Mail:	braymaker@willissmtih.com	E-Mail:	Jean.Totti@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

O. Any change in the City's Administrative Agent or the CM's Representative will be promptly

communicated in writing by the party making the change.

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

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

R. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:

1. Agreement and all Exhibits;
2. Solicitation; and
3. City's Purchase Order(s).

CM 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.

WILLIS A. SMITH CONSTRUCTION, INC.:

By: _____

Print Name: BRETT RAYMAKER
(Title of Authorized Representative)

Date: 6/23/2026

Title: V.P.

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
DESCRIPTION OF WORK

1. Executive Summary

A. The Construction Manager (CM) shall provide preconstruction services for Phase 1 of the City of Bradenton's Public Works Master Plan. The CM will serve as a collaborative partner to the City and Design Team throughout the preconstruction phase, delivering value-engineering expertise, cost management, constructability reviews, subcontractor outreach, and milestone estimates at three (3) defined phases: Schematic Design (SD), Design Development (DD), and Final Pricing / GMP (Guaranteed Maximum Price).

B. The total preconstruction period is anticipated to span approximately seventy-six (76) weeks across all design and City review phases, with the CM's estimating services aligned to each milestone. The CM will maintain transparent, real-time cost tracking and reporting throughout the process to ensure the project remains aligned with the City's budget objectives.

2. Scope of Preconstruction Services

The CM's preconstruction services encompass the following core disciplines and activities, executed in coordination with the City, Architect, and consultants throughout the design progression:

A. Project Planning & Schedule Management

i. Attend bi-weekly preconstruction meetings with the City and Design Team to review progress, resolve design issues, and align on upcoming milestones.
ii. Identify long-lead procurement items early in the design process to protect the construction schedule.
iii. Develop a preliminary construction schedule concurrent with the SD Estimate for City review.

B. Cost Management & Estimating

The CM will provide three formal milestone estimates aligned with the design development process. Each estimate will include detailed assumptions, clarifications, exclusions, allowances, and a unit cost summary. The estimates will be progressively more detailed as design documentation advances

i. Schematic Design Estimate (SD): Order-of-magnitude and systems-level pricing based on conceptual drawings and specifications.
ii. Design Development Estimate (DD): Assemblies-based estimate incorporating developed drawings, outline specifications, and identified project-specific conditions.
iii. Final Pricing / GMP Estimate: Subcontractor-bid-based pricing derived from completed construction documents sufficient for competitive bidding

C. Constructability & Document Reviews

i. Perform formal constructability reviews at each design milestone, providing written comments to the Design Team covering coordination conflicts, sequencing concerns, material availability, and specification clarity.
ii. Review drawings for completeness, dimensional accuracy, and compliance with applicable building codes and local requirements.
iii. Identify design elements that may present schedule risk, cost escalation, or construction complexity.

D. *Value Engineering & Cost Management*

i. Facilitate structured Value Engineering (VE) workshops with the City and Design Team to identify cost-saving alternatives without compromising the project's program, quality, or aesthetics.
ii. Maintain a running VE log documenting all ideas proposed, evaluated, accepted, or rejected, along with associated cost impacts.
iii. Provide life-cycle cost analysis for selected building systems upon request

E. *Subcontractor & Supplier Outreach*

i. Develop a project-specific bid package strategy and list of qualified subcontractors for each trade.
ii. Conduct early subcontractor market outreach to gauge interest, capacity, and preliminary pricing feedback.
iii. Identify minority, women-owned, and disadvantaged business enterprise (MBE/WBE/DBE) subcontractor opportunities in support of City diversity goals.
iv. Solicit and evaluate competitive subcontractor bids for the GMP estimate.

F. *Permitting & Regulatory Coordination*

i. Coordinate with the Architect and local authorities having jurisdiction to establish the permitting strategy and timeline.
ii. Identify opportunities for phased or early permitting (e.g., site work, foundations) to accelerate the construction start.
iii. Assist in the preparation of permit applications as required by the CM's scope.

3. Milestone Estimate Schedule & Durations

A. The three (3) milestone estimates represent the CM's primary cost deliverables during the preconstruction phase. The schedule below reflects the full design progression including City review periods at each phase. CM estimating activities occur concurrently with or immediately following the conclusion of each design phase; City review periods are tracked separately and do not extend the CM's estimating durations.

B. Total Estimated Preconstruction Activities Duration: 10 Weeks (Estimating Phase) + 10 Weeks (GMP Phase) + 58 Weeks (Design and City Review) = 78 Weeks

C. Note: Delays in design document delivery or extended City review periods will result in a corresponding adjustment to the milestone estimate schedule. The CM will notify the City in writing within three (3) business days of receiving incomplete or insufficient documents for estimating purposes.

4. Milestone Estimate Descriptions

A. *Schematic Design (SD) Estimate*

Anticipated CM Estimating Duration: 4 Weeks | Design Phase Duration: 12 Weeks | Expected Design Completion Level: 30%

i. The Schematic Design Estimate is the CM's first formal cost assessment of the project. At this stage, the design will have established the overall building massing, primary structural system concept, site development approach, and general mechanical, electrical, and plumbing (MEP) system strategies. The SD Estimate will be prepared at a systems level,

utilizing historical cost data, unit-cost benchmarking, and parametric pricing methodologies calibrated to current market conditions in the project's geographic area.

ii. The SD Estimate will include the following components:

a. Site work and utilities: rough order-of-magnitude allowances based on site survey and civil concept drawings.
b. Structural system: cost-per-square-foot pricing based on structural system type (e.g., steel, concrete, wood frame).
c. Building envelope: allowances for exterior wall assembly, roofing, glazing, and waterproofing based on architectural massing.
d. Interior construction: tenant improvement allowances and core/shell finishes based on program.
e. MEP/FP systems: systems-level allowances based on building type, occupancy, and square footage.
f. General conditions, general requirements, insurance, bonds, and CM fee.
g. Contingencies: Design contingency (10–15%), Construction contingency (5–10%), and Escalation allowance.

iii. The SD Estimate will be reconciled against the City's established project budget. Any budget gap identified at this stage will be reviewed in a formal VE workshop, and potential cost reduction strategies will be documented for the City's consideration prior to advancing the design.

B. Design Development (DD) Estimate

Anticipated CM Estimating Duration: 6 Weeks | Design Phase Duration: 14 Weeks | Expected Design Completion Level: 60%

i. The Design Development Estimate represents a significant advancement in pricing accuracy over the SD Estimate. At the DD phase, the design will have progressed to define the structural system in detail, finalize the building envelope assemblies, establish interior finish schedules, and develop the MEP/FP systems to a level sufficient for systems coordination. The CM will utilize an assemblies-based estimating methodology, incorporating outline specifications and project-specific conditions identified during the constructability review.

ii. The DD Estimate will build upon the SD Estimate and include the following refinements:

a. Structural system pricing based on preliminary structural drawings and member sizing.
b. Envelope pricing based on defined wall assemblies, window-to-wall ratios, and roofing system selection.
c. Interior pricing based on finish schedules, room data sheets, and defined partition types.
d. MEP/FP pricing based on equipment schedules, system types, and preliminary riser diagrams.
e. Site work pricing based on grading plans, utility layouts, and landscape concepts.
f. Refined general conditions based on the preliminary construction schedule.
g. Reduced design contingency (5–10%) reflecting increased design certainty.

iv. The DD Estimate will include a cost trend report comparing SD to DD pricing, with

explanations for any significant variances. A second VE workshop will be conducted if the DD Estimate exceeds the City's budget by more than an agreed-upon threshold (typically 5%).

C. Final Pricing / GMP Estimate

Anticipated CM Estimating Duration: 8 Weeks | Design Phase Duration: 16 Weeks (90% CDs) + 4 Weeks (100% CDs) | Expected Design Level: 100%

i. The Final Pricing Estimate, which forms the basis for the Guaranteed Maximum Price (GMP), is derived from competitive subcontractor bids received on complete construction documents. The CM will develop a comprehensive bid package strategy, dividing the work into logical trade bid packages to maximize market coverage and competitive tension. The CM will solicit bids from a minimum of three (3) qualified subcontractors per trade.

ii. The GMP development process will include the following steps.

a. Issuance of bid documents to pre-qualified subcontractor lists with a minimum three (3) to four (4) week bid period.
b. Pre-bid site walk and subcontractor Q&A session to ensure all bidders have equal access to project information.
c. Management of the Request for Information (RFI) process during bidding; all RFI responses issued to all bidders via addendum.
d. Receipt and evaluation of subcontractor bids; preparation of detailed bid leveling and analysis sheets.
e. Scope gap analysis to identify any portions of work not included in subcontractor bids.
f. Preparation of the formal GMP Package, including a cover letter, summary estimate, subcontractor bid tabs, list of assumptions and clarifications, allowances, and proposed construction schedule.
g. GMP reconciliation meeting with the City to review the final pricing and negotiate the GMP Amendment.

iii. Following the GMP, the Design Team will incorporate City review comments into the Final Construction Documents (4 weeks). The CM will review the issued-for-permit set to confirm alignment with the established GMP and flag any scope changes requiring a GMP amendment prior to construction commencement.

5. Project Team & Communication Protocols

A. The CM will staff the preconstruction effort with a dedicated team led by a Senior Preconstruction Manager, supported by a Project Estimator, a Scheduler, and a BIM/VDC Coordinator as appropriate to the project scope. The following communication protocols will be established at the preconstruction kickoff meeting:

i. Bi-weekly preconstruction coordination meetings (City, CM, Architect) standing agenda, distributed forty-eight (48) hours in advance.
ii. Monthly City's budget report — updated cost tracking log distributed with each meeting.
iii. Formal estimate review meetings scheduled within five (5) business days of each milestone estimate delivery.
iv. Written RFI log and document transmittal register maintained by the CM throughout the design process.
v. All formal communications transmitted via email with read receipts; verbal agreements

confirmed in writing within 24 hours.

6. City-Provided Information & Responsibilities

A. To enable the CM to deliver accurate and timely milestone estimates, the City agrees to provide the following information and decisions on the schedule established in the Master Preconstruction Schedule:

i. Executed City-Architect Agreement and Basis of Design document.
ii. Geotechnical investigation report (soil borings and recommendations) prior to the SD Estimate.
iii. Phase I and Phase II Environmental Site Assessments (as applicable).
iv. Existing conditions survey and ALTA/NSPS land title survey.
v. City's program of requirements (POR) and space planning criteria.
vi. Established project budget, including City's hard cost, soft cost, and contingency targets.
vii. Timely review and written approval of each milestone estimate within the timeframes established in the preconstruction schedule.
viii. Prompt decision-making on Value Engineering items to avoid design schedule delays.

7. Exclusions

A. The following items are expressly excluded from the CM's preconstruction services scope unless added by written amendment:

i. Design services of any kind, including architectural, engineering, or specialty consulting services.
ii. Permit application fees, impact fees, or other regulatory fees.
iii. Hazardous materials surveys, testing, or abatement design.
iv. Furniture, fixtures, and equipment (FF&E) procurement or management.
v. City-direct vendor negotiations or procurement packages.
vi. Legal, financing, or real estate advisory services.

EXHIBIT B
PRECONSTRUCTION SCHEDULE

PHASE	ACTIVITY/DELIVERABLE	DURATION	CM DELIVERABLE
Schematic Design (SD)	Schematic Design Documents from Design Team	12 Weeks	30% Construction Documents for City Review and Comment
Schematic Design (SD)	City of Bradenton Review and Comment Schematic Design	4 Weeks	Approve Schematic Design for Estimating by CM
Schematic Design (SD)	Schematic Estimate by CM	4 Weeks	Schematic Estimate Report Presentation to City
Design Development (DD)	Design Development Documents from Design Team	14 Weeks	60% Construction Documents for City Review and Comment
Design Development (DD)	City of Bradenton Review and Comment Design Development	4 Weeks	Approve Design Development for Estimating by CM
Design Development (DD)	Design Development Estimate by CM	6 Weeks	Design Development Estimate Report Presentation to City
Final Pricing/ GMP	Construction Documents from Design Team	16 Weeks	90% Construction Documents for City Review and Comment
Final Pricing/ GMP	City of Bradenton Review and Comment 90% CD's	4 Weeks	Approve 90% CD's for Final Completion
Final Pricing/ GMP	Construction Documents (Final) from Design Team	4 Weeks	100% Construction Documents for Pricing and Permitting
Final Pricing/ GMP	Subcontract Bidding, Bid Leveling and GMP Process	8 Weeks	Final GMP Package, GMP Amendment/ Contract Exhibit

EXHIBIT C
PRECONSTRUCTION PHASE FEE SCHEDULE

30% Construction Documents Estimate						
SCOPE OF SERVICES	**PERSONNEL**	**DURATION (WEEKS)**	**HOURS PER WEEK**	**TOTAL HOURS**	**HOURLY BILLING RATE**	**TOTAL**
Preconstruction and Design Kick-off Meetings	Project Executive	4	0.8	3	$169	$507
Site Visits/Utility Evaluation	Preconstruction Project Manager	4	1.0	4	$127	$508
Permit Evaluation	Preconstruction Project Manager	4	1.0	4	$127	$508
Program Scope Verification Meetings	Director of Preconstruction	4	0.5	2	$160	$320
Develop Design Phase Schedule & Milestones	Preconstruction Project Manager	4	1.0	4	$127	$508
Identify Long Lead Items and Specialty Contractors	Preconstruction Project Manager	4	1.5	6	$127	$762
Virtual Design and Construction	Preconstruction Project Manager	4	8.0	32	$127	$4,064
Quantity Take-off / Estimate	Preconstruction Project Manager	4	8.0	32	$127	$4,064
Constructability Review	Director of Preconstruction	4	4.0	16	$160	$2,560
Constructability Review	Preconstruction Project Manager	4	4.0	16	$127	$2,032
Administrative Support	Preconstruction Administrator	4	10.0	40	$70	$2,800
Value Engineering	Included	4	0.0	0	$127	$0
Issue SD Milestone Report	Included	4	0.0	0	$127	$0
			SUBTOTAL	***159***		***$18,633***

60% Construction Documents Estimate						
SCOPE OF SERVICES	**PERSONNEL**	**DURATION (WEEKS)**	**HOURS PER WEEK**	**TOTAL HOURS**	**HOURLY BILLING RATE**	**TOTAL**
Preconstruction/Design Meetings	Project Executive	6	2.0	12	$169	$2,028

EXHIBIT C
PRECONSTRUCTION PHASE FEE SCHEDULE

Document SD Review Comments	Director of Preconstruction	6	3.0	18	$160	$2,880
Site Visits	Preconstruction Project Manager	6	2.0	12	$127	$1,524
Update Design and Project Schedule	Preconstruction Project Manager	6	0.5	3	$127	$381
Develop Bidders Prequalification Listing/Select Bidders	Preconstruction Project Manager	6	1.0	6	$127	$762
Update Long Lead Item List	Preconstruction Project Manager	6	0.5	3	$127	$381
Quantity Take-off/Estimate	Preconstruction Project Manager	6	14.0	84	$127	$10,668
Quantity Take-off / Estimate	Preconstruction Project Manager	6	14.0	84	$127	$10,668
Constructability Review	Director of Preconstruction	6	1.0	6	$160	$960
Virtual Design and Construction	Preconstruction Project Manager	6	8.0	48	$127	$6,096
Constructability Review	Preconstruction Project Manager	6	8.0	48	$127	$6,096
Update Budget from SD Review	Preconstruction Project Manager	6	2.0	12	$127	$1,524
Administrative Support	Preconstruction Administrator	6	12.0	72	$70	$5,040
Subcontractor Design Assist/Scope Reviews	Preconstruction Project Manager	6	6.0	36	$127	$4,572
Value Engineering	Included	6	0.0	0	$127	$0
Issue DD Milestone Report	Included	6	0.0	0	$127	$0
			SUBTOTAL	***444***		***$53,580***

Guaranteed Maximum Price						
SCOPE OF SERVICES	**PERSONNEL**	**DURATION (WEEKS)**	**HOURS PER WEEK**	**TOTAL HOURS**	**HOURLY BILLING RATE**	**TOTAL**
Preconstruction/Design Meetings	Project Executive	8	2.0	16	$169	$2,704
Document CD 60 Review Comments	Director of Preconstruction	8	2.0	16	$160	$2,560

EXHIBIT C
PRECONSTRUCTION PHASE FEE SCHEDULE

Update Design and Project Schedule	Preconstruction Project Manager	8	1.0	8	$127	$1,016
Subcontractor Prequalification & Bid Packages	Preconstruction Project Manager	8	3.0	24	$127	$3,048
Subcontractor Prequalification & Bid Packages	Preconstruction Project Manager	8	3.0	24	$127	$3,048
Finalize Subcontractor Bidding Documents	Preconstruction Administrator	8	2.0	16	$70	$1,120
Finalize Scope Packages	Preconstruction Project Manager	8	6.0	48	$127	$6,096
Administrative Support	Preconstruction Administrator	8	12.0	96	$70	$6,720
Virtual Design and Construction	Preconstruction Project Manager	8	8.0	64	$160	$10,240
Subcontractor Scope Review/Meetings	Director of Preconstruction	8	14.0	112	$160	$17,920
Subcontractor Scope Review/Meetings	Preconstruction Project Manager	8	14.0	112	$127	$14,224
Subcontractor Scope Review/Meetings	Preconstruction Project Manager	8	14.0	112	$127	$14,224
Value Engineering	Included	8	0.0	0	$127	$0
Recommend Award of Contracts/Develop GMP Estimate	Preconstruction Project Manager	8	2.0	16	$127	$2,032
Review & Approve GMP	Director of Preconstruction	8	1.5	12	$160	$1,920
Copies, Reports & Reproduction	Preconstruction Administrator	8	8.0	64	$70	$4,480
			SUBTOTAL	***740***		***$91,352***

AGENDA ITEM NO. 6.z

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: July 22, 2026

SUBMITTED BY: Jonathan Styles, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Agreement for Water Reclamation Facility Electrical Capacity and Emergency Evaluation with McKim and Creed, Inc.

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
On March 13, 2026, a three-member evaluation committee gathered to review and score each of the proposals. Based on the ability of professional personnel, proposer's past performance and experience, and project approach. Following scoring, all four proposers were shortlisted to participate in a presentation and question and answer session on March 24, 2026. After the presentation and question and answer session with each of the firms, the Committee reconvened and awarded to the highest-ranking proposer. McKim & Creed being the highest-ranking proposer is recommended for award. Purchasing is now bringing forth the negotiated agreement.

FINANCIAL IMPACT:
Funded by GL Account: 40254110-534000.

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

SUGGESTED MOTION:
Motion to approve Agreement for Water Reclamation Facility Electrical Capacity

and Emergency Evaluation with McKim and Creed, Inc.

ATTACHMENTS:
Agreement with McKim and Creed, Inc.

AGREEMENT FOR
WATER RECLAMATION FACILITY ELECTRICAL CAPACITY AND EMERGENCY POWER EVALUATION

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 **McKim & Creed, Inc.** a Florida corporation (the "Consultant").

WITNESSETH

WHEREAS, the City required a consultant to provide electrical capacity and emergency water evaluation for the water reclamation facility; and,

WHEREAS, the City issued #26-019NT on February 4, 2026 (the "Solicitation"); 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 a contract setting forth the terms and conditions of their agreement.

NOW, THEREFORE, the City and the Consultant, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, do agree as follows:

I. AGREEMENT DOCUMENTS AND SCOPE OF CONSULTANT'S SERVICES

The Scope of Services, 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. Contract and any addenda; General Terms and Conditions;
2. Scope of Services;
3. Project Schedule;
4. Fee Schedule;
5. Purchase Order(s);
6. Solicitation; and
7. Consultant's Proposal.

The Consultant agrees to diligently provide all materials, services, and labor for Water Reclamation Facility Electrical Capacity and Emergency Power Evaluation in accordance with the Scope of Services 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 hundred Fifty-Six Thousand Six Hundred Twelve Dollars **($156,612.00)** 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 to issue no purchase orders. If a purchase order is issued, the City reserves the right to amend, reduce or cancel the purchase order in its sole discretion.

C. The City's performance and obligations to pay under this Agreement is contingent up on an appropriation of lawfully available funds by the City Council. The City shall promptly notify the Consultant if the necessary appropriation is not made.

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 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 agency, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract.

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

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 a n employee, agent or servant of the City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Consultant sole direction, supervision and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all aspects the Consultant's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. Consultant shall be solely responsible for providing benefits and insurance to its employees.

J. The Consultant understands and acknowledges that pursuant to Ch. 934, F.S., Security of Communications; Surveillance, the City DOES NOT CONSENT to the interception and/or disclosure of its oral, wire, or electronic communications. Accordingly, the Consultant warrants it will not utilize nor deploy any electronic, mechanical, or other device (including bots, Artificial Intelligence, or similar software) to record, transcribe, or monitor any such communication during any non-public, in-person or virtual meetings between itself and the City. Consultant activities contrary to this warranty may constitute a felony under Ch. 934, implicate Ch. 119, F.S., Public Records, and/or constitute a material breach of this section and/or other section(s) of this Agreement (e.g. Records Retention, Audits, Ethics, Compliance, and Civility). Only duly authorized City personnel may grant an exception to this prohibition on a case-by-case basis.

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 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:

1. GIS data shall be delivered in ESRI File Geodatabase (.gdb) format. Shapefiles (.shp) may be substituted where a File Geodatabase is not feasible.

2. All spatial data shall be projected in Florida State Plane, West Zone (NAD 83).

D. CAD drawings submitted must adhere to Owner CAD Standards. Current standards documents will be provided to the Contractor upon request.

E. 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.

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 key personnel, support personnel, and other agents as identified in Exhibit A are fully qualified and capable to perform their assigned tasks. Any changes or substitution to the Consultant's key personnel must receive the City's Administrative Agent's written approval before said changes or substitution can become effective.

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 Payment Request, or otherwise;

3. Claims made, or likely to be made, against the City or its property;

4. Damages to the City or a third party caused by the Consultant;

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

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 order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Consultant. Upon receipt of such as order, the Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period

of work stoppage. The Consultant shall not resume work unless specifically so directed in writing by the City. Before the stop work order expires unless it is extended, the Administrative Agent shall take one of the following actions:

1. Cancel the stop work order; or
2. Terminate the work covered by the order; or
3. Terminate this Agreement in accordance with the provisions contained in Section 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:

Name: Aubrey Haudricourt
Title: Senior Project Manager
Address: 1365 Hamet Ave, Clearwater FL, 33765
Telephone: 727-442-7196
E-Mail: ahaudricourt@mckimcreed.com

City's Administrative Agent:

Name: Kristofer Eccles, PE
Title: Senior Engineering Manager
Address: 888 13th Ave E.
Bradenton, FL 34208
Telephone: 941-462-1996
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.

Consultant and City acknowledge having read and understood this Agreement and hereby agree to be bound by its terms and conditions.

AGREEMENT FOR
WATER RECLAMATION FACILITY ELECTRICAL CAPACITY AND EMERGENCY POWER EVALUATION

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the date last written below.



Digitally signed by aubrey a haudricourt
Date: 2026.06.15 10:55:10-04'00'

MCKIM & CREED, INC.

By: ____Aubrey Haudricourtt_____

Print Name: _____
(Title of Authorized Representative)

Date: 6/15/2026

Title: Projectt Manager

CITY OF BRADENTON

By: _____
GENE BROWN
Mayor

Date: _____

ATTEST:

By: _____
TAMARA MELTON
City Clerk

Approved as to form:

By: _____
SCOTT E. RUDACILLE
City Attorney

EXHIBIT A
SCOPE OF SERVICES

I. Overview

A. The City of Bradenton has a wastewater plant built circa 1980. The plant has undergone several upgrades over the years and is currently undergoing expansion. The Consultant has been tasked to evaluate the electrical system for capacity, resiliency and future expansion capability and provide a report.

B. As part of the evaluation, the Utility and standby power shall be evaluated for capacity, current usage and the ability for expansion. Options for consolidation and expansion will be discussed in the report.

II. Task 1: Project Management

A. Provide project management for the duration of the project. This will include project setup, coordination, meetings, invoicing, subcontractor management and scheduling as well as QA/QC for project deliverables.

B. Conduct a project kick-off meeting with the City to review the scope and schedule of the project and establish the project goals. A meeting agenda will be provided prior to the meeting, and minutes will be prepared and distributed after the meeting.

C. Conduct monthly project status update meetings through the duration of the project to review the current project status. Progress meeting to include schedule updates to maintain positive project execution. Meeting agendas will be provided prior to the meeting, and minutes will be prepared and distributed after the meeting.

D. Coordinate and Attend Draft report workshop(s) to go through report and findings, discuss options and obtain consensus of opinion to finalize report direction. Agenda and minutes will be provided by Consultant.

E. Provide two “hardcopy” and electronic “pdf” of Final Report to City.

F. If requested provide presentation for City Council by staff. Consultant staff can attend if also requested.

G. Monthly invoicing summarizing the work completed during the invoice period.

Deliverables

1. Provide meeting agendas prior to kick-off meeting, monthly project status meetings and draft report workshop(s)
2. Provide meeting minutes after kick-off meeting, monthly project status meetings and draft report workshop(s)
3. Provide two “hardcopy” and electronic “pdf” copy of Final Report to City.
4. If requested, produce and provide presentation for City Council by staff.
5. Provide monthly invoicing summaries

III. Task 2: Information Gathering

A. Collect and review all pertinent documents which will include but not limited to:

1. Both existing and under design, plant drawings. (City to provide latest design submittals underway)
2. Utility power billing (submitted already by staff)
3. Generator O&M Manuals

4. Electrical Equipment Maintenance Records
5. Generator and electrical distribution test data
6. City Standard Procedures and Electrical specifications. (Specifications may be from prior or ongoing projects)
7. Emergency Action Plan
8. Arcflash Study (provided by others)
9. Confirmation of flood levels

B. Coordinate with Power Utility (FPL) for information gathering and discuss existing and any possible changes to existing service or Tariff Rate Schedule.

C. Perform the necessary site visits to obtain data, take measurements and assess equipment conditions.

IV. Task 3: Technical Report

A. Draft Report

1. Provide written draft report that will include equipment assessment, analysis of power usage, test data and existing and future drawings. Report will include findings and options for capacity, resiliency, reliability and options for expansion of facilities. The report will include tables, diagrams and photos necessary for conveyance of subject matter to the reader. A discussion of options will be provided with draft recommendations in a report section.

2. Other items to be included in the report:

   i. Construction cost (AACE Class 4).
   ii. Provide an assessment of existing switchgear.
   iii. Proposed reconfiguration of the electrical system with a recommendation of a power monitoring and protection system.
   iv. Electrical distribution and generator redundancy recommendations
   v. Flood level discussion

B. Final Report

1. The final report will consist of workshop discussions and final recommendations in updated report sections, with the final document signed and sealed for permit or compliancy use.

Deliverables

1. Produce a draft report within 115 days of contract execution.
2. Produce a final report within 180 days of contract execution.

V. Task 4: Engineering Technical Support and Testing

A. As-Needed Technical Support

1. Consultant will supply technical support to the City on matters pertaining to the WRF electrical and SCADA system. This is a Not To Exceed allowance and will be charged on a Time and Material basis per rate table Attachment 'A'. Expenses will be itemized without any markup.

B. Cable Testing

1. Consultant will employ the services of a NETA Testing firm to perform cable tests on a

maximum of 100 individual power (or 34 sets). Cables tested to be chosen by owner. In addition perform breaker tests on breakers with adjustable trip settings up to a maximum of 10 breakers. Breakers and cables will need to be deenergized and disconnected from source for testing. Contractor to coordinate with plant operations for the temporary shutdown of equipment. Consultant will supply under an invoiced cost plus 10% management fee. Certificate of Insurance of Contractor will also be provided. City must approve CO prior to execution of the work.

C. Testing Equipment

1. Consultant will provide Testing Equipment (Data Logger) as needed at an additional cost but will require City personnel to shut down and open equipment for sensor installation. Equipment cost per day is $66.00. Estimated time of use 30 days.

EXHIBIT B
PROJECT SCHEDULE

The project is to be completed in six (6) months from issuance of notice-to-proceed. The project deliverables are to phased as follows:

PROJECT SCHEDULE	
Description of Phase	**Duration (Calendar Days)**
Data Collection	55
Draft Report	115
Workshop	130
Final Report	180

Staff Assignment:

NAME	TITLE	EMAIL	PHONE
Eric Brown	Florida E&I Manager	ebrown@mckimcreed.com	727-224-6380
Aubrey Haudricourt	Project Manager	ahaudricourt@mckimcreed.com	813-679-7948
David Stoner	Engineer II	dstoner@mckimcreed.com	813-838-4748

EXHIBIT C
FEE SCHEDULE

TASK	DESCRIPTION		TOTAL
1.0	**Project Management**		
	Project Management, Meetings, Workshops, Invoicing		**$17,716.00**
2.0	**Information Gathering**		
	Drawing and Arcflash Review, Utility Billing, Maintenance, Generator Data Analysis. Cable Testing Coordination		**$34,906.00**
3.0	**Technical Report**		
	Draft and Final Report and Workshops, QA/QC		**$26,990.00**
		SUBTOTAL	***$79,612.00***
TASK	**SUBCONSULTANT SERVICES**		**DESCRIPTION**
4.0	**Engineering Support and Testing (Allowance)**		
4.1	As Needed Technical Support		**$25,000.00**
4.2	NETA Cable Testing	$50,000.00	**$50,000.00**
4.3	Equipment (Data Logger)	$1,980.00/ 30 days	**$2,000.00**
		Engineering Support and Testing	***$77,000.00***
	TOTAL NOT TO EXCEED AMOUNT:		**$156,612.00**

The below hourly rates shall be for any additional-as needed services for the work above the needs of the scope.

TITLE	HOURLY RATE
Principal	$348.00
Engineering Manager	$314.00
Project Manager III	$267.00
Project Manager II	$243.00
Project Manager I	$221.00
Technical Specialist III	$324.00
Technical Specialist II	$314.00
Technical Specialist I	$279.00

EXHIBIT C
FEE SCHEDULE

Project Eng IV	$255.00
Project Eng III	$238.00
Project Eng II	$203.00
Project Eng I	$179.00
Engineer Intern	$163.00
I&C Specialist III	$238.00
I&C Specialist II	$214.00
I&C Specialist I	$179.00
Programmer III	$221.00
Programmer II	$203.00
Programmer I	$169.00
Designer IV	$186.00
Designer III	$163.00
Designer II	$150.00
Designer I	$127.00
CAD Technician - Senior	$116.00
CAD Technician	$98.00
Summer Intern	$98.00
Project Administrator – Senior	$122.00
Project Administrator	$106.00
Administrative Assistant	$93.00
Construction Administrator IV	$214.00
Construction Administrator III	$192.00
Construction Administrator II	$174.00
Construction Administrator I	$145.00
Project Representative III	$169.00
Project Representative II	$145.00
Project Representative I	$127.00
Field Services Manager - Senior	$171.00
Field Services Manager	$162.00
Field Technician II	$134.00

EXHIBIT C
FEE SCHEDULE

Field Technician I	$101.00

AGENDA ITEM NO. 6.aa

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: July 22, 2026

SUBMITTED BY: Nicholas Toth, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Agreement PB-26-037NT with B&E Signal and Lightning, Inc.

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
B and E Signal and Lighting, Inc. agrees to enter into an agreement with the City of Bradenton, Florida to furnish traffic signal communications and street light installation services to the City. This Contract is in accordance with the specifications per that certain agreement dated August 4, 2025, between the City of Sarasota, Florida, and the Contractor, for the provision of traffic signal communications and street light installation services, including all amendments thereto, a copy of which is attached hereto and incorporated herein as Exhibit "A".

FINANCIAL IMPACT:
Funded by GL account 00151940 546500 (traffic signal repair & maintenance).

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

SUGGESTED MOTION:
Motion to approve Agreement PB-26-037NT with B and E Signal and Lightning, Inc.

ATTACHMENTS:

Agreement PB-26-037NT with B&E Signal and Lightning, Inc.

CITY OF BRADENTON
BRADENTON, FLORIDA

AGREEMENT PB-26-037NT BETWEEN THE CITY OF BRADENTON AND B&E SIGNAL AND LIGHTING, INC.

B&E Signal and Lighting, Inc. ("Contractor"), agrees to enter into an agreement with the City of Bradenton, Florida to furnish traffic signal communications and street light installation services to the City ("Contract"). This Contract is in accordance with the specifications per that certain agreement dated August 4, 2025, between the City of Sarasota, Florida, and the Contractor, for the provision of traffic signal communications and street light installation services, including all amendments thereto (the "Agreement"), a copy of which is attached hereto and incorporated herein as Exhibit "A", with the following modifications:

1. All references to "City of Sarasota" and the "City" shall be replaced with "City of Bradenton."
2. All references to "Sarasota County" shall be replaced with "Manatee County."
3. Article 2 shall be modified to add the following:

   Payment of all invoices issued by Contractor for Services performed pursuant to this Contract shall be remitted in accordance with Florida's Prompt Payment Act.

4. Article 6 of the Agreement shall be modified to reflect the following contact information for the City:

To City:	City of Bradenton Attn: Purchasing 101 Old Main Street Bradenton, Florida 34205
With a copy to:	Blalock Walters, P.A Attn: Scott E. Rudacille, Esquire 802 11th Street West

Bradenton, Florida 34205
srudacille@blalockwalters.com

5. Article 7, subsection (A) of the Agreement shall be modified to reflect the following contact information for the City's custodian of public records:

CITY CLERK
Phone: (941) 932-9400
Email: Cityclerk@Cityofbradenton.com
Mailing Address: 101 Old Main Street, Bradenton, FL 34205

6. Article 8 of the Agreement shall be deleted in its entirety and replaced with the following:

Contractor hereby agrees to indemnify and save and hold harmless the City (including all its employees, officers, directors and agents), 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 (i) Contractor's performance, non-performance, or material breach of any provision of this Contract or of Contractor's duties or obligations under this Contract; or (ii) Negligence, gross negligence or willful misconduct on behalf of Contractor in performing its duties and obligations under this Contract. By way of inclusion and not limitation, this indemnity shall apply to claims, fines, penalties, actions, proceedings or orders of state or federal agencies, or contingent liabilities related to services performed by or payments received for services provided by Contractor.

This Contract is authorized by Section 2-237(9) of the City of Bradenton Code of Ordinances, which provides that in lieu of issuing requests for bids of proposals, the city may utilize previous bidding procedures and bid lists for any other political subdivision of the State of Florida, the State of Florida itself, its agencies, counties, independent special districts, any municipality and any list of the United States Government and United States Federal Agencies. The utilization of such bid lists and procedures shall not require the city to contract with the lowest bidder but with the best bidder as per the provisions of its bidding requirements.

Nisa Masila, President — 06/25/2026

B&E Signal and Lighting, Inc. — Date

Gene Brown, Mayor — Date
City of Bradenton

Erin Jones — Digitally signed by Erin Jones Date: 2026.06.25 10:44:45 -04'00' — 6/25/2026

Erin Jones CPPB, NIGP-CPP, Purchasing Manager — Date
City of Bradenton

AGREEMENT FOR TRAFFIC SIGNAL COMMUNICATIONS AND STREET LIGHT INSTALLATION SERVICES

THIS AGREEMENT is made and entered into on 08/04/2025 (the "Effective Date") by and between the City of Sarasota, a Florida municipal corporation, (the "City"), 1565 1st Street, Sarasota, FL 34236, and B&E Signal and Lighting, Inc., a Florida corporation, (the "Contractor"), with offices at 8450 North Tamiami Trail, Sarasota, FL 34243 (collectively referred to as the "Parties").

WHEREAS, the City owns and operates street lighting and traffic signalization infrastructure and related communication and control systems (the "Systems") to ensure the safe and orderly transit of vehicular and pedestrian travel within City-controlled roadways; and

WHEREAS, over time, elements of the Systems require maintenance, repair, or replacement (the "Services"); and

WHEREAS, the City does not maintain the in-house capacity to effectively and efficiently perform the Services and has traditionally performed this work through the use of contracted private providers; and

WHEREAS, on March 24th 2025, the City issued ITB 25-25SP (the "ITB") for Traffic Signal Communications and Street Lights Installation Services; and

WHEREAS, the City received bids from bidders including Contractor's Bid submitted May 7th 2025 (the "Bid"); and

WHEREAS, City procurement staff determined Contractor was responsible, and that its Bid was the lowest responsive Bid; and

WHEREAS, pursuant to the terms of the ITB, the City staff has recommended the award by the City Commission of this Agreement to Contractor.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, the Parties hereto agree as follows:

ARTICLE 1: SCOPE OF SERVICE and CONTRACT DOCUMENTS. The Contractor shall provide the Services as outlined in § 1 - § 6 of the ITB's Scope of Services (incorporated herein at **Exhibit "A"**), which services are hereinafter referred to as the "**Scope of Services**."

This Agreement shall consist of the following Contract Documents:

- Any future Amendment(s) to this Agreement (incorporated by reference if occurring)
- This Agreement
- The ITB (including all addenda issued thereunder and incorporated by reference)
- Contractor's Bid (incorporated by reference)

In the event of any conflict between the Contract Documents, the earlier listed document shall take precedence over the later. Any addenda changing any term of the initial ITB shall take precedence over the ITB.

ARTICLE 2: COMPENSATION and WORK ASSIGNMENTS. The Contractor shall be compensated for its labor and materials in accordance with the unit prices set forth in Contractor's Bid Form (incorporated herein at **Exhibit "B"**).

The City's authorized representative will, from time to time, issue task orders to Contractor to perform the various Services set forth in the Scope of Services. Such task orders must be accompanied by a Notice to Proceed in the form set forth in § 30.3.2 of the ITB.

ARTICLE 3: CONFLICTS OF INTEREST AND LIMITATION OF USE OF CITY STAFF AND ASSETS. The Contractor shall not be permitted to utilize any City personnel, equipment, electronic systems or other City subcontractors to perform any work or project of any kind other than to assist in the performance of the services outlined in **Exhibit "A."** Failure to strictly adhere to this provision shall be grounds for immediate termination of this Agreement.

ARTICLE 4: TERM AND EXTENSION OF AGREEMENT. Notwithstanding the date of execution, the Initial Term of this Agreement shall become effective at 12:01 a.m. on the Effective Date, and shall expire three (3) years after the Effective Date. The Parties may agree to renew this Agreement for up to two 1-year terms (Extension Terms). Extension Terms must be agreed to in writing no later than sixty (60) days prior to the expiration of the Initial Term or the first Extension Term as the case may be.

ARTICLE 5: TERMINATION. This Agreement may be terminated by either Party for any or no reason by providing the other at least thirty (30) days written notice of termination.

ARTICLE 6: NOTICES. Notices required or permitted in this Agreement shall be deemed to have been given when received if hand delivered or when deposited in the U.S. mail, postage paid, at the address set forth in the introductory paragraph to this Agreement (and any additional address set forth below), to the following:

If to City:	City of Sarasota Attn: City Manager
If to Contractor:	B&E Signal and Lighting, Inc. Attn: Nisa Masila, President

ARTICLE 7: GENERAL TERMS.

A: PUBLIC RECORDS. The Contractor shall comply with all applicable requirements contained in the Florida Public Records Law, including but not limited to any applicable provisions in Florida Statutes § 119.0701. Pursuant to that statute, the Contractor shall:

(a) Keep and maintain public records required by the City to perform the

services provided hereunder.

(b) Upon request from the City's custodian of public records, provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the term of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the City.

(d) Upon completion of the Agreement, transfer, at no cost, to the City all public records in the possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

If the Contractor fails to comply with the requirements in this Article 7(A), the City may enforce these provisions in accordance with the terms of this Agreement. If the Contractor fails to provide the public records to the City within a reasonable time, it may be subject to penalties under Florida Statutes § 119.10.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTRACTOR SHOULD CONTACT THE CITY'S CUSTODIAN OF PUBLIC RECORDS: BY TELEPHONE (941.263.6112), E-MAIL (Arthur.Mugan@sarasotafl.gov), OR MAIL (CITY OF SARASOTA, OFFICE OF THE CITY CLERK, 1565 1ST STREET, SARASOTA, FLORIDA 34236.

B: COMPLIANCE WITH LAWS; NON-DISCRIMINATION. The performance of this Agreement shall be in compliance with all applicable local, state and federal laws and regulations. Additionally, the Contractor agrees that when performing under this Agreement it and its agents shall refrain from discriminating against any person on the grounds of race, religion, color, disability, national origin, gender, age or marital status.

C: LICENSES. The Contractor must, by the Effective Date of this Agreement, possess any licenses required to provide the Scope of Services, and shall maintain same in good standing during the full term of this Agreement.

D: RELATIONSHIP, LIABILITY AND INSURANCE. The relationship of the Contractor to City shall be that of an independent contracting entity. Nothing herein contained shall be construed as vesting or delegating to the Contractor or its officers, employees, agents, or subcontractors, any rights, interest or status as an employee of the City. The City shall not be liable to any person, firm or corporation that is employed by, contracts with, or provides goods or services to the Contractor in connection with the performance of this Agreement or for debts or claims accruing to such parties. The Contractor shall promptly pay, discharge or promptly take such action as may be necessary and reasonable to settle such debts or claims. In order to ensure it is capable of meeting its obligations under this Agreement, including its obligations to indemnify the City as provided for herein, and in light of the fact that at least some of the Scope of Services will be provided locally within the City with vehicular use occurring, Contractor agrees to maintain, throughout the term of this Agreement and for a one-year period thereafter, the insurance coverages set forth in the ITB. Proof of such insurance coverages will be provided to the City upon request.

E: NON-ASSIGNABILITY. The Contractor understands that the nature of the services to be provided under this Agreement are specialized and the City will rely heavily on the specific capabilities and experience of the Contractor and its staff. Therefore, Contractor may not assign, transfer, subcontract, or encumber this Agreement, or any right or interest in this Agreement, without the express prior written consent of the City.

F: NO WAIVER: No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach. Every right and remedy of each of the Parties shall be cumulative and either Party, in its sole discretion, may exercise any and all rights or remedies stated in this Agreement or otherwise available at law or in equity.

G: MERGER: This Agreement, together with the documents incorporated by reference, constitutes the entire agreement between the Parties and supersedes any prior understanding or agreement between the Parties, either verbal or written, respecting the same subject.

F: SCRUTINIZED COMPANIES: Pursuant to Florida Statutes § 287.135, the Contractor is not eligible to enter into, or renew, this Agreement if:

(i) The Contractor is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List (as identified in Florida Statutes § 215.473);

(ii) The Contractor engages in business operations in Cuba or Syria; or

(iii) The Contractor is on the Scrutinized Companies that Boycott Israel List (as identified in Florida Statutes § 215.4725), or is engaged in a boycott of Israel.

By entering into this Agreement, the Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, and that it is not engaged in a boycott of Israel. The Contractor acknowledges that it will execute a certification to this effect at the time it executes this Agreement.

The Contractor shall notify the City if, at any time during the term of this Agreement, it is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or that it is engaged in a boycott of Israel. Such notification shall be in writing and provided by the Contractor to the City within ten (10) days of the date of such occurrence.

In the event the City determines, using credible information available to the public, that the Contractor has submitted a false certification or that Contractor is found to have been placed on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel, the City may, in its sole discretion, terminate this Agreement and seek a civil penalty and other damages and relief against the Contractor, pursuant to Florida Statutes § 287.135. In addition, the City may pursue any and all other legal remedies against the Contractor.

G: IMMIGRATION COMPLIANCE; E-VERIFY: Contractor acknowledges that it is responsible for complying with the provisions of the Immigration Reform and Control Act of 1986, 8 U.S.C. § 1324a, et seq., and regulations relating thereto. Failure to comply with the above statutory provisions shall be considered a material breach and shall be grounds for immediate termination of this Agreement. The Contractor's employment of unauthorized aliens is a violation of § 274A(e) of the Federal Immigration and Employment Act. The Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of this Agreement, and shall require the same verification procedure of any Subcontractors authorized by the City.

Pursuant to Florida Statutes § 448.095(5), Contractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. Contractor's contract with City cannot be renewed unless, at the time of renewal, Contractor certifies in writing to the City that it has registered with and uses the E-Verify system. If Contractor enters

into a contract with a subcontractor to perform Services under this Agreement, the subcontractor must provide the Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien and Contractor shall maintain a copy of such affidavit for the duration of the contract. If Contractor develops a good faith belief that any subcontractor with which it is contracting has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) Contractor shall terminate the contract with the subcontractor. If the City develops a good faith belief that Contractor has knowingly violated Florida Statutes § 448.09(1) (making it unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States) the City shall terminate this contract. Pursuant to Florida Statutes § 448.095(5)(c)(3), termination under the above-circumstances is not a breach of contract and may not be considered as such.

H: HUMAN TRAFFICKING AFFIDAVIT: The Contractor shall provide the City with the no-coercion affidavit required by Florida Statutes § 787.06(13), in the form provided by the City's procurement staff.

I: PERSONAL IDENTIFYING INFORMATION. Pursuant to Florida Statutes § 287.138, in the event the performance of the Services would require the Contractor to possess the personal identifying information of citizens provided by the City, Contractor will be required to complete a Foreign Country of Concern Attestation.

ARTICLE 8: INDEMNIFICATION AND PRESERVATION OF IMMUNITY. To the greatest extent allowed by applicable law, the Contractor releases and shall indemnify, hold harmless, and defend each City Indemnified Party (defined as the City, and its officers, employees and agents) from and against Indemnified Loss, which is defined as claims, losses, costs, expenses, actions and causes of action, including reasonable attorney's fees at all levels, arising out or by reason of negligent actions or omissions of the Contractor, its directors, officers, employees, or agents in the carrying out of the terms and conditions of this Agreement. In no event will the Contractor be liable for loss of profits or for any consequential, special, indirect, incidental, punitive or exemplary damages or expenses.

Nothing herein shall be interpreted as a waiver by the City of its rights, including the procedural requirements and limited waiver of immunity, as set forth in Florida Statutes § 768.28, or any other statute, and the City expressly reserves these rights to the full extent allowed by law.

ARTICLE 9: APPLICABLE LAW, VENUE. The validity of this Agreement and of any of its terms and provisions, as well as the rights and duties of the parties hereunder, shall be interpreted and enforced pursuant to and in accordance with the laws of the State of Florida. Venue for any action or proceeding to enforce or interpret the terms of this Agreement shall be brought in Sarasota County, Florida. Venue for any federal court action shall be in the Tampa Division of the United States District Court for the Middle District of Florida.

ARTICLE 10: ATTORNEYS' FEES. In any action brought between the Parties to enforce or construe the terms of this Agreement, each Party shall bear its own attorneys' fees and costs, including any incurred on appeal, regardless of the resolution of the case or related appeal(s).

ARTICLE 11: AMENDMENTS. This Agreement may be modified, amended or extended only by written amendment executed by authorized representatives of both Parties.

ARTICLE 12: HEADINGS; EXECUTION. All articles and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same instrument.

ARTICLE 13: SEVERABILITY. In the event that any term of this Agreement is adjudged by a court of competent jurisdiction to be invalid, such adjudication shall not affect or nullify the remaining terms thereof, nor shall it result in the failure of the Agreement unless the court finds that the remainder of the Agreement cannot be enforced absent the stricken term.

ARTICLE 14: NO THIRD-PARTY BENEFICIARY. This Agreement is for the benefit of the Parties and their respective successors and permitted assigns. Nothing contained herein shall be deemed or construed by the Parties, or by any third party, as creating the relationship of principal and agent or of partnership or of joint venture between the Parties, it being understood and agreed that nothing contained herein, nor any acts of the Parties, shall be deemed to create any relationship between the Parties other than the relationship of independent contractors.

ARTICLE 15: AUTHORITY TO EXECUTE. Each Party hereto covenants to the other Party that it has lawful authority to enter into this Agreement and that the Party's representative executing same is authorized to do so on behalf of the Party.

The Parties hereto have caused this Agreement to be duly executed by their authorized representatives below.

Dated on 08/04/2025 by the **City of Sarasota, Florida.**

Dated on 07/02/2025 by **B&E Signal and Lighting, Inc.**

CITY OF SARASOTA, FLORIDA

By: Liz Alpert

Liz Alpert,

Mayor, City of Sarasota

ATTEST:

By: Shayla Griggs _____

Shayla Griggs

City Auditor and Clerk

Approved as to form and correctness

By: Joe Polzak _____
Joe Polzak (Aug 5, 2025 09:56:16 EDT)

City Attorney

B&E SIGNAL AND LIGHTING, INC.

By: Nisa Masila _____
Nisa Masila (Jul 2, 2025 12:10 EDT)

Nisa Masila

President

Traffic Signal Communications and Street Lights Installation Services ITB 25-25SP

1.0 SCOPE OF WORK

The Contractor shall furnish all labor, supervision, and equipment as necessary to provide complete service to install, repair, or replace traffic signalization, communication, street lighting, and street signage equipment as specified herein.

2.0 TERM

The initial term of the contract will be for three (3) years. This contract agreement may be renewed at the same terms and conditions, by mutual agreement and subject to budgetary constraints, for two (2) additional one (1) year extension periods.

3.0 SPECIFIC INSTRUCTIONS TO BIDDERS

3.1 All work shall conform to all existing City of Sarasota City Codes, Specifications, Technical and Special Provisions and Regulations including lockout/tag out procedures and Occupational Safety and Health Administration (OSHA) standards. The work must be completed with professional methods and standards of the trade.

3.2 All work performed shall be per FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System 2025, unless noted differently. All installations and equipment shall adhere to the Manual on Uniform Traffic Control Devices (MUTCD), Minimum Specifications for Traffic Control Signals and Devices (MSTCSD), NEC and National Electrical Safety Code (NESC).

3.3 Upon receipt of a purchase order or work order for a project, the Contractor shall complete the work within the prior agreed upon number of project days (which will be provided on the purchase order or work order). Project days shall commence no later than seven days after the Contractor has received the purchase order or work order. No purchase order or work order will be produced until MOT plans, shop drawings, and materials to be obtained and other pre-construction activities have been submitted and approved.

4.0 RESPONSIBILITY OF THE CONTRACTOR

4.1 The Contractor shall be responsible for any damage due to negligence on his part to any person(s) and/or property while performing work under this Contract. Any call backs to correct previous work will not be charged to the City if, in the sole opinion of the City, the call back is caused by improper work or the installation of substandard materials or parts as the Contractor’s fault. Contractor shall

immediately correct any such damage resultant due to their negligence, improper work, or use of substandard materials.

4.2 The Contractor shall have onsite at least one employee with the Florida Advanced Maintenance of Traffic (MOT) qualification. The Contractor shall also utilize only personnel with proper flagging certification for flagging operations, as recognized by Florida Department of Transportation (FDOT). Florida Advanced MOT for flagging staff shall be submitted with the bid and made available immediately upon request of the City for any employees performing the work. The Contractor shall provide vehicles and equipped for use of his work force that are properly equipped to perform the work as needed.

4.3 The Contractor, when performing non-electrical work, shall have an employee on site that is International Municipal Signal Association (IMSA) certified in Traffic Signals, Level I. Work of an electrical nature will require an IMSA Level II certified employee on site.

4.4 This employee shall also have appropriate authority to direct other employees, on location for work activities.

4.5 All equipment necessary to fulfil this contract shall be well maintained and in safe operating condition.

5.0 SUBCONTRACTOR

5.1 The Contractor shall not subcontract any work under this contract, unless prior written approval is obtained from the City.

6.0 WORK REQUIREMENTS

6.1 The Contractor shall ensure conditions on the work site always reflect good housekeeping and safety practices.

6.2 The Contractor shall provide a 60-day warranty against material and equipment failure (materials and equipment furnished by the Contractor) and a 1-year warranty on workmanship.

6.3 All work shall normally be done Monday through Friday, 7:00 am through 7:00 pm. The City reserves the right to restrict work at major and/or congested intersections to off-peak hours.

6.4 Contractor will be responsible for any damage done to existing functioning equipment. Damaged equipment will be replaced at the Contractor's expense.

6.5 The Contractor will notify the City a minimum of three business days prior to any work being performed. The City's Traffic Operations Signal Technician will inspect and approve completed work.

6.6 The Contractor shall be responsible for the Maintenance of Traffic (MOT) at all locations. The Contractor shall use appropriate traffic control plans as per FDOT Roadway and Traffic Design Standards. The Contractor shall provide an employee with Florida Advanced MOT Qualification to oversee and direct MOT activities. MOT responsibilities, including all necessary devices, personnel, and plans, shall be considered incidental to the work and included in bid prices.

6.7 The Contractor is responsible for restoring work area back to pre-work construction conditions, including but not limited to sod replacement, grade, sidewalks, curbing, etc., Proper disposal will include the Contractor removing all items from the job site area and properly disposing of them.

7.0 BID FORM

All Bidders shall complete the Bid Form, as prepared for all line items costing related to the services required for Year 1-3 of the Initial Contract Period. All rates/amounts shall be "fully loaded" and shall account for overhead, profit, miscellaneous expenses, and travel. Contractor shall be paid for all specified and scheduled services based on these approved rates/amounts. Any other required services, not specified herein, shall be paid at the mutually agreed upon rate/amount as negotiated with the City Project Manager. All pricing is FOB Destination, Sarasota, FL. Award shall be made to the lowest Responsible and Responsible Bidder based on the calculated Total Annual Cost for Initial Contract Period.

Only Fillout Cells Highlighted in Yellow

Traffic Signal Communications & Street Light Installation 25-25SP Bid Form

*******Bidders Must Provide Prices for Each Item For Their Bid To Be Considered Responsive *******

All work performed per FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System 2024, unless noted differently. All installations and equipment shall adhere to Manual on Uniform Traffic Control Devices (MUTCD), Minimum Specifications For Traffic Control Signals and Devices (MSTCSD), NEC and National Electrical Safety Code (NESC).

Bid Item Description							Year 1			Year 2			Year 3		
Item #	Activity F/I = Furnish & Install I/O = Install Only M/E = Modify Existing		Description	FDOT Line Item	Title	Unit of Measure	Unit Bid Price	Estimated Quantity	Extended Bid Price	Unit Bid Price	Estimated Quantity	Extended Bid Price	Unit Bid Price	Estimated Quantity	Extended Bid Price
1	F/I	install	Loop Type B 6'X 6' Round	660-001	N/A	EA	$ 655.00	10	$ 6,550.00	$ 720.50	10	$ 7,205.00	$ 792.55	10	$ 7,925.50
2	F/I	install	Loop Type F 6' X 10'	660-001	N/A	EA	$ 655.00	10	$ 6,550.00	$ 720.50	10	$ 7,205.00	$ 792.55	10	$ 7,925.50
3	F/I	install	Loop Type F 6' X 20'	660-001	N/A	EA	$ 1,199.00	50	$ 59,950.00	$ 1,318.90	50	$ 65,945.00	$ 1,450.79	50	$ 72,539.50
4	F/I	install	Loop Type F 6' X 30'	660-001	N/A	EA	$ 1,299.00	5	$ 6,495.00	$ 1,428.90	5	$ 7,144.50	$ 1,571.79	5	$ 7,858.95
5	F/I	install	Loop Type F 6' X 40'	660-001	N/A	EA	$ 1,747.00	10	$ 17,470.00	$ 1,921.70	10	$ 19,217.00	$ 2,113.87	10	$ 21,138.70
6	F/I	install	Loop Lead In Cable (In Conduit)	660-001	Removal of existing cable shall be considered included.	LF	$ 3.00	2,000	$ 6,000.00	$ 3.30	2,000	$ 6,600.00	$ 3.63	2,000	$ 7,260.00
7	F/I	install	Loop Lead In Cable (In Pavement)	660-001	Removal of existing cable shall be considered included.	LF	$ 2.00	1,000	$ 2,000.00	$ 2.20	1,000	$ 2,200.00	$ 2.42	1,000	$ 2,420.00
8	F/I	install or repair	Non Metallic Flexible Conduit 1"	630	Removal of existing conduit and cable(s) shall be considered included, additional info FDOT Standard Specification Section 630 Conduit.	LF	$ 2.10	500	$ 1,050.00	$ 2.31	500	$ 1,155.00	$ 2.54	500	$ 1,270.50
9	F/I	install or repair	Schedule 80 Conduit by Directional Boring- up to and including 3"	630	Removal of existing conduit and cable(s) shall be considered included, additional info FDOT Standard Specification Section 630 Conduit.	LF	$ 18.00	500	$ 9,000.00	$ 19.80	500	$ 9,900.00	$ 21.78	500	$ 10,890.00
10	F/I	install or repair	Schedule 80 Conduit by Directional Boring- over 3" up to 6"	630	Removal of existing conduit and cable(s) shall be considered included, additional info FDOT Standard Specification Section 630 Conduit.	LF	$ 22.00	500	$ 11,000.00	$ 24.20	500	$ 12,100.00	$ 26.62	500	$ 13,310.00
11	F/I	install or repair	Schedule 80 Conduit by Directional Boring - over 6"	630	Removal of existing conduit and cable(s) shall be considered included, additional info FDOT Standard Specification Section 630 Conduit	LF	$ 38.00	500	$ 19,000.00	$ 41.80	500	$ 20,900.00	$ 45.98	500	$ 22,990.00
12	F/I	install or repair	Schedule 80 Conduit by Trenching up to and including 3"	630	Removal of existing conduit and cable(s) shall be considered included, additional info FDOT Standard Specification Section 630 Conduit.	LF	$ 5.00	500	$ 2,500.00	$ 5.50	500	$ 2,750.00	$ 6.05	500	$ 3,025.00
13	F/I	install or repair	Schedule 80 Conduit by Trenching over 3" up to and including 6"	630	Removal of existing conduit and cable(s) shall be considered included, additional info FDOT Standard Specification Section 630 Conduit.	LF	$ 7.00	500	$ 3,500.00	$ 7.70	500	$ 3,850.00	$ 8.47	500	$ 4,235.00
14	F/I	install or repair	Schedule 80 Conduit by Trenching over 6"	630	Removal of existing conduit and cable(s) shall be considered included, additional info FDOT Standard Specification Section 630 Conduit.	LF	$ 9.00	500	$ 4,500.00	$ 9.90	500	$ 4,950.00	$ 10.89	500	$ 5,445.00
15	F/I	install or repair	Schedule 80 Conduit by Hand digging up to and including 3"	630	Removal of existing conduit and cable(s) shall be considered included, additional info FDOT Standard Specification Section 630 Conduit.	LF	$ 9.00	500	$ 4,500.00	$ 9.90	500	$ 4,950.00	$ 10.89	500	$ 5,445.00
16	F/I	install or repair	Schedule 80 Conduit by Hand digging over 3" up to and including 6"	630	Removal of existing conduit and cable(s) shall be considered included, additional info FDOT Standard Specification Section 630 Conduit	LF	$ 15.00	500	$ 7,500.00	$ 16.50	500	$ 8,250.00	$ 18.15	500	$ 9,075.00
17	F/I	install or repair	Schedule 80 Conduit by Hand digging over 6"	630	Removal of existing conduit and cable(s) shall be considered included, additional info FDOT Standard Specification Section 630 Conduit.	LF	$ 17.00	500	$ 8,500.00	$ 18.70	500	$ 9,350.00	$ 20.57	500	$ 10,285.00
18	F/I	install or repair	Rigid Conduit Aboveground up to 3"	630	Removal of existing conduit and cable(s) shall be considered included, additional info FDOT Standard Specification Section 630 Conduit.	LF	$ 15.00	500	$ 7,500.00	$ 16.50	500	$ 8,250.00	$ 18.15	500	$ 9,075.00
19	I/O	install and/or remove	Sensors In Road/Pavement	N/A	Install per manufacturer specifications. upon removing or installing sensor the road surface/pavement is to be restored to original grade. All installation specs to be provide by the City of Sarasota.	EA	$ 275.00	15	$ 4,125.00	$ 302.50	15	$ 4,537.50	$ 332.75	15	$ 4,991.25
20	I/O	install or remove	Aluminum Pole Nominal size 12" x 30'via direct burial method, Use Pea rock as Backfill installed 5' Deep in ground	N/A	Return any poles removed to City of Sarasota	EA	$ 1,750.00	3	$ 5,250.00	$ 1,925.00	3	$ 5,775.00	$ 2,117.50	3	$ 6,352.50
21	I/O	install	Signal Cable All Sizes	632	Removal of existing cable shall be considered included, additional info FDOT Standard Specification Section 632 Signal Cable. Any cable removed shall be Returned to the City of Sarasota.	LF	$ 4.25	1,000	$ 4,250.00	$ 4.68	1,000	$ 4,675.00	$ 5.14	1,000	$ 5,142.50
22	I/O	install	Power Service Wire Wire type and size to meet NEC based on service size typically #4 THHN copper.	NEC & NESC	Removal of existing cable shall be considered included, any cable removed shall be returned to the City of Sarasota. Additional info FDOT Standard Specification Section 639 Electrical Power Service Assemblies.	LF	$ 3.75	1,000	$ 3,750.00	$ 4.13	1,000	$ 4,125.00	$ 4.54	1,000	$ 4,537.50

23	I/O	install	Overhead Power Service Wire #4 aluminum duplex	NEC & NESC	Removal of existing cable shall be considered included, any cable removed shall be returned to the City of Sarasota. Additional info FDOT Standard Specification Section 639 Electrical Power Service Assemblies.	LF	$ 4.75	1,000	$ 4,750.00	$ 5.23	1,000	$ 5,225.00	$ 5.75	1,000	$ 5,747.50
24	I/O	install	Street Light Pole over 20' (repair and reinstall complete assembly)	715-002	City of Sarasota wiring preference to be provided to Contractor prior to work being performed varies from Index #715-001.	EA	$ 1,675.00	20	$ 33,500.00	$ 1,842.50	20	$ 36,850.00	$ 2,026.75	20	$ 40,535.00
25	I/O	install	Street Light Pole under 20' (repair and reinstall complete assembly)	N/A	Typically decorative poles / City of Sarasota wiring preference to be provided to Contractor prior to work being performed varies slightly from Index #715-001.	EA	$ 1,275.00	20	$ 25,500.00	$ 1,402.50	20	$ 28,050.00	$ 1,542.75	20	$ 30,855.00
26	M/E	repair	Street Light Outage (defective Lamp, Ballast, Fuse(s), Wire and/or Fixture)	N/A	N/A	HR	$ 268.00	150	$ 40,200.00	$ 294.80	150	$ 44,220.00	$ 324.28	150	$ 48,642.00
27	I/O	install	Luminaire mounted on signal pole	17745	N/A	EA	$ 377.00	4	$ 1,508.00	$ 414.70	4	$ 1,658.80	$ 456.17	4	$ 1,824.68
28	M/E	remove	Luminaire mounted on signal pole	N/A	N/A	EA	$ 275.00	4	$ 1,100.00	$ 302.50	4	$ 1,210.00	$ 332.75	4	$ 1,331.00
29	I/O	install	Luminaire or Street Light on stand alone pole	715-002	Luminaire installed as standard aluminum street light pole includes concrete base.	EA	$ 375.00	4	$ 1,500.00	$ 412.50	4	$ 1,650.00	$ 453.75	4	$ 1,815.00
30	F/I	install	Street Light or Sign Pole Base Concrete 30" X 6'	715-002	N/A	EA	$ 1,675.00	20	$ 33,500.00	$ 1,842.50	20	$ 36,850.00	$ 2,026.75	20	$ 40,535.00
31	M/E	remove	Street Light or Sign Pole Base concrete 30" X 6'	N/A	N/A	EA	$ 750.00	10	$ 7,500.00	$ 825.00	10	$ 8,250.00	$ 907.50	10	$ 9,075.00
32	F/I	remove and install	Signal Cable & Span Wire Diagonal span	634-001	Section 634 of FDOT Standard Specifications. removal of existing equipment shall be included.	EA	$ 5,138.00	1	$ 5,138.00	$ 5,651.80	1	$ 5,651.80	$ 6,216.98	1	$ 6,216.98
33	F/I	remove and install	Signal Cable & Span Wire Box span	634-001	Section 634 of FDOT Standard Specifications. removal of existing equipment shall be included.	EA	$ 7,775.00	1	$ 7,775.00	$ 8,552.50	1	$ 8,552.50	$ 9,407.75	1	$ 9,407.75
34	F/I	remove and install	Signal Cable & Span Wire Perpendicular Span	634-001	Section 634 of FDOT Standard Specifications. removal of existing equipment shall be included.	EA	$ 7,775.00	1	$ 7,775.00	$ 8,552.50	1	$ 8,552.50	$ 9,407.75	1	$ 9,407.75
35	M/E	repair	Span Wire, Diagonal tighten wire to restore proper clearance of signal equipment	634-001	Section 634 of FDOT Standard Specifications. replacement of hardware shall be considered included.	EA	$ 2,398.00	1	$ 2,398.00	$ 2,637.80	1	$ 2,637.80	$ 2,901.58	1	$ 2,901.58
36	M/E	repair	Span Wire, Box tighten wire to restore proper clearance of signal equipment	634-001	Section 634 of FDOT Standard Specifications. replacement of hardware shall be considered included.	EA	$ 3,768.00	1	$ 3,768.00	$ 4,144.80	1	$ 4,144.80	$ 4,559.28	1	$ 4,559.28
37	M/E	repair	Span Wire, Perpendicular tighten wire to restore proper clearance of signal equipment	634-001	Section 634 of FDOT Standard Specifications. replacement of hardware shall be considered incidental	EA	$ 3,768.00	1	$ 3,768.00	$ 4,144.80	1	$ 4,144.80	$ 4,559.28	1	$ 4,559.28
38	F/I	remove and install	Wooden Utility Pole Change Out with straight thru utilities	N/A	Removal of existing cable and hardware shall be considered included.	EA	$ 1,028.00	1	$ 1,028.00	$ 1,130.80	1	$ 1,130.80	$ 1,243.88	1	$ 1,243.88
39	F/I	remove and install	Wooden Utility Pole Change Out - Dead end with down guy wire.	N/A	Removal of existing cable and hardware shall be considered included.	EA	$ 1,028.00	1	$ 1,028.00	$ 1,130.80	1	$ 1,130.80	$ 1,243.88	1	$ 1,243.88
40	F/I	install	Down Guy Wire	N/A	Removal of existing equipment shall be considered included.	EA	$ 475.00	2	$ 950.00	$ 522.50	2	$ 1,045.00	$ 574.75	2	$ 1,149.50
41	F/I	install	Electric Power Service Underground	639-002	Power service shall not be attached to signal cabinet. Power service shall include vertical conduit and wire an_y horizontal conduit and wire shall be under a separate line item. Wire is #22 and conduit could be #9, #12 and/or #15. Additional info FDOT Standard Specification Section 639 Electrical Power Service Assemblies.	EA	$ 1,747.00	2	$ 3,494.00	$ 1,921.70	2	$ 3,843.40	$ 2,113.87	2	$ 4,227.74
42	R&R	remove and install	Electric Power Service Underground	639-002	Power service shall not be attached to signal cab_inet. Power service shall include vertical conduit and wire any hori_ontal conduit and wire shall be under a separate line item. Wire listed under item # 22 and items 9 18 are for the conduit. Additional info FDOT Standard Specification Section 639 Electrical Power Service Assemblies.	EA	$ 2,158.00	2	$ 4,316.00	$ 2,373.80	2	$ 4,747.60	$ 2,611.18	2	$ 5,222.36
43	F/I	install	Electric Power Service Aerial with 25' type 2 Concrete Pole	639-002	Power service shall not be attached to signal cab_inet. Power service shall include vertical conduit and wire any ho_ horizontal conduit and wire shall be under a separate line item. Wire listed under item # 23 and items 9 21 are for conduit. Additional info FDOT Standard Specification Section 639 Electrical Power Service Assemblies.	EA	$ 3,275.00	2	$ 6,550.00	$ 3,602.50	2	$ 7,205.00	$ 3,962.75	2	$ 7,925.50
44	R&R	remove and install	Electric Power Service Aerial with 25' type 2 Concrete Pole	639-002	Power service shall not be attached to signal ca_binet. Power service shall include vertical conduit and wire any ho_ horizontal conduit and wire shall be under a separate line item. Wire listed under item # 23 and items 9 21 are for conduit. Additional info FDOT Standard Specification Section 639 Electrical Power Service Assemblies.	EA	$ 4,675.00	2	$ 9,350.00	$ 5,142.50	2	$ 10,285.00	$ 5,656.75	2	$ 11,313.50
45	F/I	install	Electrical Service Wire No. 6 AWG stranded copper	NEC & NESC	Removal of existing cable shall be considered included, any cable removed shall be Returned to the City of Sarasota. Additional info FDOT Standard Specification Section 639 Electrical Power Service Assemblies.	LF	$ 3.25	100	$ 325.00	$ 3.58	100	$ 357.50	$ 3.93	100	$ 393.25
46	M/E	remove and install	Relocate Traffic Utility Service Cable from Old Pole to New	N/A	Minor hardware nuts bolts brackets to be supplied by contractor.	EA	$ 1,028.00	20	$ 20,560.00	$ 1,130.80	20	$ 22,616.00	$ 1,243.88	20	$ 24,877.60
47	F/I	install	Electrical Riser attach to existing utility pole	639-001	Riser height near power lines to be in compliance with Florida Power and Light standards	EA	$ 788.00	20	$ 15,760.00	$ 866.80	20	$ 17,336.00	$ 953.48	20	$ 19,069.60
48	M/E	repair	Electrical Riser reattach or relocate	639-001	Riser height near power lines to be in compliance with Florida Power and Light standards.	EA	$ 788.00	20	$ 15,760.00	$ 866.80	20	$ 17,336.00	$ 953.48	20	$ 19,069.60
49	F/I	install	Service Point	639-001	Service Point for street lighting.	EA	$ 11,988.00	2	$ 23,976.00	$ 13,186.80	2	$ 26,373.60	$ 14,505.48	2	$ 29,010.96
50	F/I	install	Pull Box and Lid Quazite smaller than 20" x 33"	635-001	Removal of existing box shall be considered included, contractor to dispose of any damaged boxes properly. Any disturbed dirt shall be returned to the pre work grade construction condition and be compatible with surrounding ground areas.	EA	$ 875.00	20	$ 17,500.00	$ 962.50	20	$ 19,250.00	$ 1,058.75	20	$ 21,175.00

51	I/O	install	Pull Box and Lid Quazite smaller than 20" x 33"	635-001	Removal of existing box shall be consider-ed included, contractor to dispose of any damaged boxes properly removing from the job site and disposing of them. Any disturbed dirt shall be returned to the pre work grade construction condition and be compatible with surrounding ground areas.	EA	$ 295.00	20	$ 5,900.00	$ 324.50	20	$ 6,490.00	$ 356.95	20	$ 7,139.00
52	M/E	remove and install	Pull Box and Lid (relocate or raise as specified per WO) smaller than 20" x 33"	635-001	Any disturbed dirt shall be returned to the pre work grade construction condition and be compatible with surrounding ground areas.	EA	$ 788.00	10	$ 7,880.00	$ 866.80	10	$ 8,668.00	$ 953.48	10	$ 9,534.80
53	M/E	remove	Splice Box or Pull Box and Lid Quazite larger than 20" X 33"	635-001	Contractor to dispose of any damaged boxes properly. Any disturbed dirt shall be returned to the pre work grade construction condition and be compatible with surrounding ground areas.	EA	$ 375.00	1	$ 375.00	$ 412.50	1	$ 412.50	$ 453.75	1	$ 453.75
54	F/I	install	Splice Box or Pull Box and Lid Quazite larger than 20" X 33"	635-001	Contractor to dispose of any damaged boxes properly. Any disturbed dirt shall be returned to grade of the pre work construction condition and be compatible with surrounding ground areas.	EA	$ 975.00	1	$ 975.00	$ 1,072.50	1	$ 1,072.50	$ 1,179.75	1	$ 1,179.75
55	M/E	remove and install	Splice Box or Pull Box and Lid (relocate or raise as specified per WO) - larger than 20" X 33"	635-001	Any disturbed dirt shall be returned to grade of the pre work construction condition and be compatible with surrounding ground areas.	EA	$ 1,175.00	1	$ 1,175.00	$ 1,292.50	1	$ 1,292.50	$ 1,421.75	1	$ 1,421.75
56	F/I	install	Ground Rod 10' Copper	620	Section 620 of FDOT Standard specifications.	EA	$ 295.00	4	$ 1,180.00	$ 324.50	4	$ 1,298.00	$ 356.95	4	$ 1,427.80
57	I/O	install and/or remove	Video Camera (relocate existing equipment or install new)	682 659-020	All old brackets and cable shall be removed / any unused equipment shall be Returned to the City of Sarasota.	EA	$ 675.00	30	$ 20,250.00	$ 742.50	30	$ 22,275.00	$ 816.75	30	$ 24,502.50
58	I/O	remove and install	Vehicle Signal Head (relocate) 3 or 5 section w/backplate.	650	Removal of existing equipment shall be considered included additional info Section 650 FDOT Standard Specifications for Road and Bridge Construction & MUTCD 4D.	EA	$ 895.00	12	$ 10,740.00	$ 984.50	12	$ 11,814.00	$ 1,082.95	12	$ 12,995.40
59	F/I	install	Vehicle Signal Head 3 or 5 section w/backplate	650	Removal of existing equipment shall be considered included additional info Section A650 FDOT Standard Specifications for Road and Bridge Construction & MUTCD 4D.	EA	$ 1,856.00	10	$ 18,560.00	$ 2,041.60	10	$ 20,416.00	$ 2,245.76	10	$ 22,457.60
60	I/O	install	Vehicle Signal Head - Relamp (per indication)	N/A	Removal of existing equipment and upgrading a unit from standard lamp to LED shall be considered included contractor to dispose of any bad lamps properly additional info Section 650 of FDOT Standard Specifications for Road and Bridge Construction.	EA	$ 325.00	50	$ 16,250.00	$ 357.50	50	$ 17,875.00	$ 393.25	50	$ 19,662.50
61	I/O	install	Internally Illuminated Sign on Signal mast arm	700-050	Removal of any existing sign(s) shall be considered included additional info Section 700 of FDOT Standard Specifications for Road and Bridge Construction	EA	$ 975.00	50	$ 48,750.00	$ 1,072.50	50	$ 53,625.00	$ 1,179.75	50	$ 58,987.50
62	M/E	repair	Internally Illuminated Sign on Signal mast arm	N/A	Contractor to dispose of properly any bad lamps, ballasts or non functioning or unusable materials.	EA	$ 750.00	20	$ 15,000.00	$ 825.00	20	$ 16,500.00	$ 907.50	20	$ 18,150.00
63	I/O	install	Backplates 3 section	N/A	Removal of existing equipment and disposal to be included.	EA	$ 275.00	50	$ 13,750.00	$ 302.50	50	$ 15,125.00	$ 332.75	50	$ 16,637.50
64	I/O	install	Backplates 5 section	N/A	Removal of existing equipment and disposal to be included.	EA	$ 375.00	10	$ 3,750.00	$ 412.50	10	$ 4,125.00	$ 453.75	10	$ 4,537.50
65	I/O	install	Signal Pole and Mast Arm (single)	649-031	All signal cables shall be continuous run from cabinet to signal head no terminal block in signal pole base.	EA	$ 9,115.00	2	$ 18,230.00	$ 10,026.50	2	$ 20,053.00	$ 11,029.15	2	$ 22,058.30
66	I/O	install	Signal Pole and Mast Arm (double)	649-031	All signal cables shall be continuous run from cabinet to signal head no terminal block in signal pole base	EA	$ 11,815.00	2	$ 23,630.00	$ 12,996.50	2	$ 25,993.00	$ 14,296.15	2	$ 28,592.30
67	I/O	install	Signal Mast Arm (single)	649-031	All signal cables shall be continuous run from cabinet to signal head no terminal block in signal pole base.	EA	$ 6,415.00	4	$ 25,660.00	$ 7,056.50	4	$ 28,226.00	$ 7,762.15	4	$ 31,048.60
68	M/E	remove	Signal Pole and Mast Arm (single)	N/A	Return all equipment removed to the City of Sarasota.	EA	$ 9,115.00	4	$ 36,460.00	$ 10,026.50	4	$ 40,106.00	$ 11,029.15	4	$ 44,116.60
69	M/E	remove	Signal Pole and Mast Arm (double)	N/A	Return all equipment removed to the City of Sarasota.	EA	$ 11,815.00	4	$ 47,260.00	$ 12,996.50	4	$ 51,986.00	$ 14,296.15	4	$ 57,184.60
70	M/E	remove	Signal Mast Arm (single)	N/A	Return all equipment removed to the City of Sarasota.	EA	$ 6,415.00	4	$ 25,660.00	$ 7,056.50	4	$ 28,226.00	$ 7,762.15	4	$ 31,048.60
71	I/O	install or remove	Pedestrian Pole Assembly complete (single)	653-001 665-001	Countdown signal, aluminum pole and transformer bases approved to City of Sarasota standards. Follow recommended spacing in MUTCD Section 4E.09.	EA	$ 1,015.00	30	$ 30,450.00	$ 1,116.50	30	$ 33,495.00	$ 1,228.15	30	$ 36,844.50
72	I/O	install or remove	Pedestrian Pole Assembly complete (double)	653-001 665-001	Countdown signal, aluminum pole and transformer base as approved to City of Sarasota standards.	EA	$ 1,185.00	20	$ 23,700.00	$ 1,303.50	20	$ 26,070.00	$ 1,433.85	20	$ 28,677.00
73	F/I	install	Pedestrian Detection Station Pole complete	665-001	Follow recommended spacing in MUTCD Section 4E.09.	EA	$ 375.00	10	$ 3,750.00	$ 412.50	10	$ 4,125.00	$ 453.75	10	$ 4,537.50
74	I/O	remove and install	Signal Cabinet Change Out (all other Types excluding Type 6)	676-010	Prior to removal of old cabinet label all wires all wiring in new cabinet shall be neatly labeled and bound as approved to City of Sarasota standards.	EA	$ 6,415.00	5	$ 32,075.00	$ 7,056.50	5	$ 35,282.50	$ 7,762.15	5	$ 38,810.75
75	I/O	remove and install	Signal Cabinet Change Out (Type 6)	676-010	Prior to removal of old cabinet label all wires all wiring in new cabinet shall be neatly labeled and bound as approved to City of Sarasota standards.	EA	$ 8,475.00	5	$ 42,375.00	$ 9,322.50	5	$ 46,612.50	$ 10,254.75	5	$ 51,273.75
76	F/I	remove and install	Signal Cabinet Concrete Base (replace)	676-010	Contractor to remove and dispose of old base material and to restore landscape free of debris and to the pre work grade construction condition and be compatible with surrounding ground areas.	EA	$ 2,675.00	10	$ 26,750.00	$ 2,942.50	10	$ 29,425.00	$ 3,236.75	10	$ 32,367.50
77	N/A	N/A	Knockdowns/Emergencies		Contractor to be available within 2 hrs.	HR	$ 87.00	500	$ 43,500.00	$ 95.70	500	$ 47,850.00	$ 105.27	500	$ 52,635.00
78	N/A	N/A	Design of Traffic Signal	50-A	N/A	HR	$ 375.00	1	$ 375.00	$ 412.50	1	$ 412.50	$ 453.75	1	$ 453.75
79	N/A	N/A	Normal Standby/Backup Coverage Technician & Truck		Contractor to be available within 10 days.	HR	$ 129.00	100	$ 12,900.00	$ 141.90	100	$ 14,190.00	$ 156.09	100	$ 15,609.00
80	I/O	install or remove	Pedestrian pathway lighting	NEC & NESC	Bollard, in ground or other pathway lighting. Removal of any existing equipment shall be considered included. Return all equipment removed to the City of Sarasota.	EA	$ 129.00	100	$ 12,900.00	$ 141.90	100	$ 14,190.00	$ 156.09	100	$ 15,609.00
81	M/E	repair	Pedestrian pathway lighting	NEC & NESC	Bollard, in ground or other pathway lighting.	EA	$ 129.00	100	$ 12,900.00	$ 141.90	100	$ 14,190.00	$ 156.09	100	$ 15,609.00
82	F&I	install	FO cable underground 12 fibers	633	N/A	LF	$ 4.00	1,000	$ 4,000.00	$ 4.40	1,000	$ 4,400.00	$ 4.84	1,000	$ 4,840.00
83	F&I	install	FO cable underground 48 fibers	633	N/A	LF	$ 6.00	1,000	$ 6,000.00	$ 6.60	1,000	$ 6,600.00	$ 7.26	1,000	$ 7,260.00
84	F&I	install	FO cable underground 12 fibers splice enclosure w/ tray	633	N/A	EA	$ 1,519.00	1	$ 1,519.00	$ 1,670.90	1	$ 1,670.90	$ 1,837.99	1	$ 1,837.99
85	F&I	install	FO cable underground 48 fibers splice enclosure w/ tray	633	N/A	EA	$ 1,856.00	1	$ 1,856.00	$ 2,041.60	1	$ 2,041.60	$ 2,245.76	1	$ 2,245.76
86	M/E	repair	FO cable underground 12 fibers splice	633	N/A	EA	$ 648.00	1	$ 648.00	$ 712.80	1	$ 712.80	$ 784.08	1	$ 784.08

87	M/E	repair	FO cable underground 48 fibers splice	633	N/A	EA	$ 2,592.00	1	$ 2,592.00	$ 2,851.20	1	$ 2,851.20	$ 3,136.32	1	$ 3,136.32
88	F&I	install	FO connection install termination	633	N/A	EA	$ 54.00	250	$ 13,500.00	$ 59.40	250	$ 14,850.00	$ 65.34	250	$ 16,335.00
89	F&I	install	FO connection hardware splice tray 12 count	633	N/A	EA	$ 575.00	1	$ 575.00	$ 632.50	1	$ 632.50	$ 695.75	1	$ 695.75
90	F&I	install	FO connection hardware splice tray 48 count	633	N/A	EA	$ 878.00	1	$ 878.00	$ 965.80	1	$ 965.80	$ 1,062.38	1	$ 1,062.38
91	F&I	install	FO connection hardware buffer tube fan out kit	633	N/A	EA	$ 473.00	25	$ 11,825.00	$ 520.30	25	$ 13,007.50	$ 572.33	25	$ 14,308.25
92	F&I	install	FO connection hardware patch panel field terminal 12 position	633	N/A	EA	$ 1,816.00	1	$ 1,816.00	$ 1,997.60	1	$ 1,997.60	$ 2,197.36	1	$ 2,197.36
93	F&I	install	FO connection hardware patch panel field terminal 48 position	633	N/A	EA	$ 2,365.00	1	$ 2,365.00	$ 2,601.50	1	$ 2,601.50	$ 2,861.65	1	$ 2,861.65
94	F&I	install	FO connection hardware connector panel	633	N/A	EA	$ 335.00	1	$ 335.00	$ 368.50	1	$ 368.50	$ 405.35	1	$ 405.35
95	F&I	install	ITS pull box for FO cable 24X36 cover size	635	N/A	EA	$ 1,275.00	10	$ 12,750.00	$ 1,402.50	10	$ 14,025.00	$ 1,542.75	10	$ 15,427.50
96	F&I	install	FO cable underground 96 fibers	633	N/A	FT	$ 6.45	1,000	$ 6,450.00	$ 7.10	1,000	$ 7,095.00	$ 7.80	1,000	$ 7,804.50
97	F&I	install	FO cable underground 96 fibers splice enclosure w/ tray	633	N/A	EA	$ 2,125.00	1	$ 2,125.00	$ 2,337.50	1	$ 2,337.50	$ 2,571.25	1	$ 2,571.25
98	M/E	repair	FO cable underground 96 fibers splice	633	N/A	EA	$ 2,365.00	1	$ 2,365.00	$ 2,601.50	1	$ 2,601.50	$ 2,861.65	1	$ 2,861.65
99	F&I	install	FO connection hardware splice tray 96 count	633	N/A	EA	$ 2,365.00	1	$ 2,365.00	$ 2,601.50	1	$ 2,601.50	$ 2,861.65	1	$ 2,861.65
100	F&I	install	FO connection hardware patch panel field terminal 96 position	633	N/A	EA	$ 3,760.00	1	$ 3,760.00	$ 4,136.00	1	$ 4,136.00	$ 4,549.60	1	$ 4,549.60
101	F&I	install	System Auxiliaries, Uninterruptable Power supply	N/A	N/A	EA	$ 9,115.00	10	$ 91,150.00	$ 10,026.50	10	$ 100,265.00	$ 11,029.15	10	$ 110,291.50
102	F&I	install	Concrete sidewalk 4"	522	N/A	SY	$ 110.00	50	$ 5,500.00	$ 121.00	50	$ 6,050.00	$ 133.10	50	$ 6,655.00
103	F&I	install	Concrete sidewalk 6"	522	N/A	SY	$ 129.00	10	$ 1,290.00	$ 141.90	10	$ 1,419.00	$ 156.09	10	$ 1,560.90
104	N/A	N/A	MOT	102	N/A	LS	$ 975.00	20	$ 19,500.00	$ 1,072.50	20	$ 21,450.00	$ 1,179.75	20	$ 23,595.00
105	N/A	N/A	Mobilization	101	N/A	LS	$ 1,125.00	20	$ 22,500.00	$ 1,237.50	20	$ 24,750.00	$ 1,361.25	20	$ 27,225.00
106	N/A	N/A	Clearing and Grubbing	110	N/A	LS	$ 2,025.00	10	$ 20,250.00	$ 2,227.50	10	$ 22,275.00	$ 2,450.25	10	$ 24,502.50
107	N/A	N/A	Off Duty Officer	102	N/A	MH	$ 85.00	100	$ 8,500.00	$ 93.50	100	$ 9,350.00	$ 102.85	100	$ 10,285.00
108	F&I	install	Loop Window	660-001	To include flexible conduit and pullbox installation if required.	EA	$ 110.00	20	$ 2,200.00	$ 121.00	20	$ 2,420.00	$ 133.10	20	$ 2,662.00
109	M/E	repair	Conduit Repair	N/A	To include excavation, pullback of existing conductors, repair of conduit per NEC and reinstallation of conductors.	EA	$ 375.00	10	$ 3,750.00	$ 412.50	10	$ 4,125.00	$ 453.75	10	$ 4,537.50
110	N/A	N/A	Traffic signal Tech	N/A	N/A	HR	$ 85.00	100	$ 8,500.00	$ 93.50	100	$ 9,350.00	$ 102.85	100	$ 10,285.00
111	N/A	N/A	Forman	N/A	N/A	HR	$ 65.00	100	$ 6,500.00	$ 71.50	100	$ 7,150.00	$ 78.65	100	$ 7,865.00
112	N/A	N/A	Laborer	N/A	N/A	HR	$ 45.00	100	$ 4,500.00	$ 49.50	100	$ 4,950.00	$ 54.45	100	$ 5,445.00
113	N/A	N/A	Bucket or Auger truck	N/A	N/A	HR	$ 95.00	100	$ 9,500.00	$ 104.50	100	$ 10,450.00	$ 114.95	100	$ 11,495.00
114	N/A	N/A	Trencher / Air compressor	N/A	N/A	HR	$ 45.00	50	$ 2,250.00	$ 49.50	50	$ 2,475.00	$ 54.45	50	$ 2,722.50
115	F&I	install	Mast arm Astro bracket	N/A	Removal and disposal of the old bracket should be considered included if applicable.	EA	$ 645.00	100	$ 64,500.00	$ 709.50	100	$ 70,950.00	$ 780.45	100	$ 78,045.00
116	I/O	install	Mast arm Astro bracket	N/A	Removal and disposal of the old bracket should be considered included if applicable.	EA	$ 375.00	100	$ 37,500.00	$ 412.50	100	$ 41,250.00	$ 453.75	100	$ 45,375.00
117	F&I	install	Span wire disconnect w / hanger	634-001	Removal and disposal of the old disconnect and hanger should be considered included if applicable.	EA	$ 1,275.00	20	$ 25,500.00	$ 1,402.50	20	$ 28,050.00	$ 1,542.75	20	$ 30,855.00
118	I/o	install	Span wire disconnect w / hanger	634-001	Removal and disposal of the old disconnect and hanger should be considered included if applicable.	EA	$ 575.00	20	$ 11,500.00	$ 632.50	20	$ 12,650.00	$ 695.75	20	$ 13,915.00
119	F&I	install	Signal Cable all sizes	632	Removal of existing cable shall be considered included, any cable removed shall be Returned to the City of Sarasota.	FT	$ 4.00	1,000	$ 4,000.00	$ 4.40	1,000	$ 4,400.00	$ 4.84	1,000	$ 4,840.00
120	N/A	N/A	Electrician	N/A	N/A	HR	$ 75.00	100	$ 7,500.00	$ 82.50	100	$ 8,250.00	$ 90.75	100	$ 9,075.00
121	F&I	install	Twisted pair copper comm cable	633	N/A	FT	$ 3.75	1,000	$ 3,750.00	$ 4.13	1,000	$ 4,125.00	$ 4.54	1,000	$ 4,537.50
122	N/A	N/A	Pickup truck	N/A	N/A	HR	$ 75.00	100	$ 7,500.00	$ 82.50	100	$ 8,250.00	$ 90.75	100	$ 9,075.00
123	I/O	install	Solar flashing beacon	700-120	N/A	EA	$ 1,780.00	2	$ 3,560.00	$ 1,958.00	2	$ 3,916.00	$ 2,153.80	2	$ 4,307.60
124	F&I	install	Pavers Architectural Sidewalk	526	N/A	SY	$ 270.00	10	$ 2,700.00	$ 297.00	10	$ 2,970.00	$ 326.70	10	$ 3,267.00
125	I/O	install	Fiber Optic Conn, Install Splice	633	N/A	EA	$ 65.00	50	$ 3,250.00	$ 71.50	50	$ 3,575.00	$ 78.65	50	$ 3,932.50
126	F&I	install	Fiber Optic Conn, Hard, Patch Panel w/pigtails	633	N/A	EA	$ 375.00	1	$ 375.00	$ 412.50	1	$ 412.50	$ 453.75	1	$ 453.75
127	M/E	remove	Twisted pair cable	633	N/A	LF	$ 1.00	1,000	$ 1,000.00	$ 1.10	1,000	$ 1,100.00	$ 1.21	1,000	$ 1,210.00
128	F&I	install	Junction Box, Mounted	635	N/A	EA	$ 645.00	5	$ 3,225.00	$ 709.50	5	$ 3,547.50	$ 780.45	5	$ 3,902.25
129	F&I	install	Managed Field Ethernet Switch (Fiber)	684	N/A	EA	$ 2,905.00	3	$ 8,715.00	$ 3,195.50	3	$ 9,586.50	$ 3,515.05	3	$ 10,545.15
130	M/E	remove	Managed Field Ethernet Switch	684	N/A	EA	$ 200.00	3	$ 600.00	$ 220.00	3	$ 660.00	$ 242.00	3	$ 726.00
131	F&I	install	Traffic Signal Mast Arm Assembly Foundation	649-031	Install foundations in compliance with FDOT Standard Specifications Section 649.	EA	$ 42,345.00	12	$ 508,140.00	$ 46,579.50	12	$ 558,954.00	$ 51,237.45	12	$ 614,849.40
132	I/O	install	Lightguard flashing crosswalk	N/A	To include removal of existing if applicable.	EA	$ 2,025.00	1	$ 2,025.00	$ 2,227.50	1	$ 2,227.50	$ 2,450.25	1	$ 2,450.25
133	F/I	install	City standard street light pole over 20' (furnish and install complete assembly)	N/A	To include removal of old pole if applicable.	EA	$ 6,598.00	20	$ 131,960.00	$ 7,257.80	20	$ 145,156.00	$ 7,983.58	20	$ 159,671.60
134	F/I	install	City standard street light pole under 20' (furnish and install complete assembly)	N/A	To include removal of old pole if applicable.	EA	$ 6,038.00	20	$ 120,760.00	$ 6,641.80	20	$ 132,836.00	$ 7,305.98	20	$ 146,119.60
135	F/I	install	Sun Valley 12ft 480v LED pole and fixture	NEC &NESC	To include removal of old pole if applicable. Must be installed with fuse holders and fuses(rated for the appropriate voltage) at each pole.	EA	$ 5,915.00	20	$ 118,300.00	$ 6,506.50	20	$ 130,130.00	$ 7,157.15	20	$ 143,143.00
136	F/I	install	Beacon products 480v LED pole and fixture	NEC &NESC	To include removal of old pole if applicable. Must be installed with fuse holders and fuses(rated for the appropriate voltage) at each pole.	EA	$ 6,075.00	20	$ 121,500.00	$ 6,682.50	20	$ 133,650.00	$ 7,350.75	20	$ 147,015.00

137	F/I	install	F type curb	300	Includes construction of concrete curb and/or curb and gutter, and all forming, contraction joint forming, expansion joint construction, steel reinforcement, finishing, and backfilling and compaction. Length to be measured along the face of the curb. Removal of existing curb is included in the cost of the new curb.	LF	$ 65.00	500	$ 32,500.00	$ 71.50	500	$ 35,750.00	$ 78.65	500	$ 39,325.00
138	F/I	install	D type curb	300	udes construction of concrete curb and/or curb and gutter, and all for contraction joint forming, expansion joint construction, steel reinforcement, finishing, and backfilling and compaction. Length to be measured along the face of the curb. Removal of existing curb is included in the cost of the new curb	LF	$ 65.00	500	$ 32,500.00	$ 71.50	500	$ 35,750.00	$ 78.65	500	$ 39,325.00
139	F/I	install	Detectable Warning	304	Detectable Warning applied to walking surfaces (new and existing sidewalk)	SF	$ 65.00	100	$ 6,500.00	$ 71.50	100	$ 7,150.00	$ 78.65	100	$ 7,865.00
140	M/E	Modify	Traffic Signal Cabinet	676-010	N/A	EA	$ 3,645.00	10	$ 36,450.00	$ 4,009.50	10	$ 40,095.00	$ 4,410.45	10	$ 44,104.50
141	F/I	Install	Locate Tracer Wire	630	Minimum of #12 AWG	FT	$ 2.00	5,000	$ 10,000.00	$ 2.20	5,000	$ 11,000.00	$ 2.42	5,000	$ 12,100.00
142	F/I	Install	FO Patch Cable 1 meter		N/A	EA	$ 45.00	50	$ 2,250.00	$ 49.50	50	$ 2,475.00	$ 54.45	50	$ 2,722.50
143	F/I	Install	Temporary Signalization	102	N/A	ED	$ 345.00	100	$ 34,500.00	$ 379.50	100	$ 37,950.00	$ 417.45	100	$ 41,745.00
144	F/I	Install	Pole Cable Distribution System, Conventional	715-001	N/A	EA	$ 615.00	50	$ 30,750.00	$ 676.50	50	$ 33,825.00	$ 744.15	50	$ 37,207.50
145	F/I	Install	Sediment Barrier	104	Includes installation and removal.	LF	$ 87.00	1,000	$ 87,000.00	$ 95.70	1,000	$ 95,700.00	$ 105.27	1,000	$ 105,270.00
146	F/I	Install	Inlet Protection System	104	Includes installation and removal.	EA	$ 196.00	50	$ 9,800.00	$ 215.60	50	$ 10,780.00	$ 237.16	50	$ 11,858.00
147	F/I	Install	Sod	570	N/A	SY	$ 25.00	50	$ 1,250.00	$ 27.50	50	$ 1,375.00	$ 30.25	50	$ 1,512.50
148	F/I	Install	Thermoplastic 12" Standard Solid	711	N/A	LF	$ 45.00	500	$ 22,500.00	$ 49.50	500	$ 24,750.00	$ 54.45	500	$ 27,225.00
149	F/I	Install	Thermoplastic 24" Standard Solid	711	N/A	LF	$ 65.00	200	$ 13,000.00	$ 71.50	200	$ 14,300.00	$ 78.65	200	$ 15,730.00
150	M/E	Remove	Thermoplastic	711	N/A	SF	$ 57.00	500	$ 28,500.00	$ 62.70	500	$ 31,350.00	$ 68.97	500	$ 34,485.00
151	F/I	Install	Pole Top Luminaire, Existing Pole	715	Removal of existing luminaire to be included.	EA	$ 1,135.00	50	$ 56,750.00	$ 1,248.50	50	$ 62,425.00	$ 1,373.35	50	$ 68,667.50
152	F/I	Install	Cobra Head Luminaire, Existing pole	715	Removal of existing luminaire to be included.	EA	$ 1,135.00	50	$ 56,750.00	$ 1,248.50	50	$ 62,425.00	$ 1,373.35	50	$ 68,667.50
153	F/I	Install	ITS Pull Splice Box, 30"X60" or 36" Round	635	N/A	EA	$ 2,677.00	10	$ 26,770.00	$ 2,944.70	10	$ 29,447.00	$ 3,239.17	10	$ 32,391.70
154	F/I	Install	MULTI-CONDUCTOR COMMUNICATION CABLE, F&I, 1 METER	633	F&I 1 meter multiconductor comm cable (ethernet patch cable)	EA	$ 675.00	30	$ 20,250.00	$ 742.50	30	$ 22,275.00	$ 816.75	30	$ 24,502.50
155	F/I	Install	ELECTRICAL SERVICE - TRANSFORMER, F&I 5-10KVA	639	F&I Electrical power service transformer from 5KVA to 10KVA. Typical would be 240/480vac to 120/240vac.	EA	$ 9,675.00	2	$ 19,350.00	$ 10,642.50	2	$ 21,285.00	$ 11,706.75	2	$ 23,413.50
156	F/I	Install	LIGHTING CONDUCTORS, F&I, INSULATED, NO.4 - 2	715	F&I THHN copper lighting conductors from AWG 4 to AWG 2.	FT	$ 3.75	1,000	$ 3,750.00	$ 4.13	1,000	$ 4,125.00	$ 4.54	1,000	$ 4,537.50
157	M/E	Remove	LUMINAIRE, REMOVE	715	Remove and dispose of existing luminaire.	EA	$ 375.00	50	$ 18,750.00	$ 412.50	50	$ 20,625.00	$ 453.75	50	$ 22,687.50
158	F/I	Install	ATC traffic signal cabinet	670	Furnish and install a fully loaded ATC compliant traffic signal cabinet including the side mounted UPS cabinet with 4 batteries.	EA	$ 38,975.00	5	$ 194,875.00	$ 42,872.50	5	$ 214,362.50	$ 47,159.75	5	$ 235,798.75
159	F/I	Install	NEMA TS-2 traffic signal cabinet	670	Furnish and install a fully loaded NEMA TS-2 compliant traffic signal cabinet including the side mounted UPS cabinet with 4 batteries.	EA	$ 40,428.00	5	$ 202,140.00	$ 44,470.80	5	$ 222,354.00	$ 48,917.88	5	$ 244,589.40
160	F/I	Install	Traffic Signal UPS Assembly	685	Furnish and install a side mounted UPS cabinet with 4 batteries.	EA	$ 8,625.00	5	$ 43,125.00	$ 9,487.50	5	$ 47,437.50	$ 10,436.25	5	$ 52,181.25
161	F/I	Install	Traffic Signal Accessible Pedestrian Detection System	665	Furnish and install Accessible Pedestrian Detection System. System must be capable of being monitored remotely through Traffic Signal Network	EA	$ 2,625.00	5	$ 13,125.00	$ 2,887.50	5	$ 14,437.50	$ 3,176.25	5	$ 15,881.25
								Total Year 1	$ 3,558,936.00		Total Year 2	$ 3,914,829.60		Total Year 3	$ 4,306,312.56

******The quantities designated in this form are estimated only based upon prior history and will be used solely for the purpose of evaluation of Bids. The estimated quantities in no way represent a guarantee by the City of quantities to be ordered under any resulting agreement.******

Lump Sum For Initial Contract Term: Year One (1), Two (2), and Three (3)	**$ 11,780,078.16**

All rates and amounts shall be fully loaded and shall account for overhead, profit, miscellaneous expenses and travel. Contractor Shall be paid for all specified and scheduled services based on these approved rates/amounts. Any other required services not specified herein, shall be paid at the mutually agreed upon rate/amount as negotiated with the City Project Manager. All pricing is FOB Destination, Sarasota FL. Award shall be made to the Lowest Responsive and Responsible Bidder based on the calculated lump sum for initial contract period.

Terms & Conditions : The undersigned as Bidder, Herby declares that no person other persons than the under signed are interested in this proposal as Principal, and that this bid is made without collusion with others: and that we have carefully read and examined the specifications, and with full knowledge of as conditions under witch the service herein is contemplated must be furnished. Here by propose and agree to furnish this service according to the requirements set out in the specifications for said service for the Price as listed on this Bid Form.

"By typing my name below, I acknowledge that my name serves as my signature on this document and that I intend to be legally bound by the terms and conditions contained herein as if I had handwritten my signature".

Nisa Masila, President
Authorized Bidder Signature

B&E Signal and Lighting Inc
Company Name

Exhibit A

AGENDA ITEM NO. 6.ab

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: July 22, 2026

SUBMITTED BY: Marcus Kerber, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Agreements for Engineering Continuing Services for Environmental Testing with NOVA Engineering and Environmental, Inc, Terracon Consultants, Inc and Tetra Tech, Inc.

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
On March 5, 2026, City of Bradenton advertised Request for Qualifications (RFQ) 26-020MK to select firms for Continuing Engineering Services for Environmental Testing. Notice of this RFQ was made through OpenGov, 22,194 vendors were notified, 1,106 vendors viewed the solicitation, and 12 vendors submitted an offer. On April 16, 2026, a three-member evaluation committee gathered to review and score each of the proposals. Based on the ability of professional personnel, proposer's past performance and experience, and project approach. Following scoring, four proposers were shortlisted to participate in a presentation and question and answer session on April 28, 2026. After the presentations and question and answer sessions with each of the firms, the Committee reconvened, deemed all firms qualified to perform the services and rank the proposers for a Library rotation. A Notice of Recommended Award (NORA) for Terracon Consultants, Inc., Tetra Tech, Inc., and NOVA Engineering and Environmental, LLC was approved on April 30, 2026.

Purchasing is now bringing forward the resulting contracts.

FINANCIAL IMPACT:
Funding encumbered a the time of work assignment issuance.

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

SUGGESTED MOTION:
Motion to approve Agreements for Engineering Continuing Services with Environmental Testing with NOVA Engineering and Environmental, Inc., Terracon Consultants, Inc., and Tetra Tech, Inc.

ATTACHMENTS:
Agreement with NOVA Engineering and Environmental, Inc.
Agreement with Terracon Consultants, Inc.
Agreement with Tetra Tech, Inc.

AGREEMENT FOR
ENGINEERING CONTINUING SERVICES – ENVIRONMENTAL TESTING

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 **NOVA Engineering and Environmental, Inc.**, a Florida corporation (the "Consultant").

WITNESSETH

WHEREAS, the City required a consultant to provide Engineering Continuing Services for Environmental Testing; and

WHEREAS, the City issued Request for Qualifications (RFQ) 26-020MK on March 5, 2026 (the "Solicitation"); and

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

WHEREAS, the Consultant has reviewed the services required pursuant to this Agreement and is qualified, willing, and able to provide and perform all such services in accordance with its terms; and

WHEREAS, the parties desire to enter into a contract setting forth the terms and conditions of their agreement.

NOW, THEREFORE, the City and the Consultant, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, do agree as follows:

I. AGREEMENT DOCUMENTS AND SCOPE OF CONSULTANT'S SERVICES

The Scope of Services, Key Personnel, and Hourly Rates are attached hereto, and the Solicitation (including all attachments thereto), and 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 Work Assignment(s) hereinafter issued pursuant to this Agreement shall be collectively referred to herein as the "Agreement Documents"). To the extent there is conflict among the terms and provisions of the Agreement Documents, the order of precedence shall be the order in which the Agreement Documents are listed below:

1. Agreement and any amendments;
2. Work Assignment(s);
3. Scope of Services;
4. Key Personnel;
5. Hourly Rates;
6. Solicitation; and
7. Consultant's Proposal.

The Consultant agrees to diligently provide all materials, services, and labor for Engineering Continuing Services for environmental Testing in accordance with the Scope of Services, attached as Exhibit A incorporated herein (the "Services").

II. TERM

This Agreement shall commence immediately upon execution by both the City and the Consultant and shall continue for an initial period of three (3) years. The Agreement may be renewed for up to two (2) additional one-year periods by written Agreement of both parties.

III. WORK ASSIGNMENTS

A. Consultant shall be engaged to perform specific work through the issuance of a negotiated work assignment ("Work Assignment").

B. Consultant acknowledges that the City has entered into multiple agreements with various firms (collectively with Consultant, the "Firms") for the Services and Work Assignments shall be issued on a rotational basis.

1. Work Assignments shall be issued in accordance with §287.055(2)(g). F.S
2. For each services category identified in the Scope of Services (the "Service Categories"), Purchasing will place the Firms in the City's professional services library in the order they are ranked, with the highest scoring Firm placed in the first position in the rotation.
3. As each Work Assignment is identified, the next Firm in the rotation will be offered the opportunity to negotiate that Work Assignment with the City's Administrative Agent.
4. Should a Firm decline a Work Assignment, fail to respond, or be unable to reach a satisfactory fee negotiation with the City within a reasonable time frame, the City will contact the next Firm on the list until the Work Assignment is successfully negotiated.
    i. Firms will have the option of rejecting one (1) Work Assignment within each Service Category within a twelve-month period without penalty. A second Work Assignment rejection within a Service Category during any twelve-month period will cause the Firm to be skipped in the rotation for the subsequent Work Assignment within the Service Category. Any Firm who rejects three (3) Work Assignments (or is unable to satisfactorily negotiate three (3) Work Assignments) in any twelve-month period will be removed from the Service Category.
    ii. Firms wishing to reject a Work Assignment for any reason must provide a rejection notification document in form and substance satisfactory to the City. A copy of this form must be provided to Purchasing by the City's Administrative Agent.
5. After notification by the City, the Consultant and City shall negotiate a scope of work, time schedule, and budget for performance of the work. When the scope of work, time schedule and budget are mutually agreeable, the Work Assignment shall be executed by the parties.

C. Consultants will identify and provide qualifications of sub-consultants during the Work Assignment negotiations. The City reserves the right to review and approve all sub-consultants identified in the Work Assignment prior to execution of the Work Assignment.

D. Amendments to Work Assignments shall reference original Work Assignment scope and all items as detailed in section III.B.5 to which they relate. No amendment to a Work Assignment is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

E. If the City's Administrative Agent requires the Consultant to perform additional services related to a Work Assignment, then the Consultant shall be entitled to additional compensation based on the Hourly Rates attached hereto and incorporated herein as Exhibit C, as amended, to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Agreement by written amendment. The City shall not pay for any additional services or work performed prior to the execution of a written amendment to the Work Assignment.

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

G. Notwithstanding the foregoing, the City reserves the right, in its sole discretion, to disregard the rotation in any Service Category and select ("Direct Select") a specific firm to perform the required services.

IV. TERMINATION OF WORK ASSIGNMENTS

The City shall have the right at any time to terminate a Work Assignment. In that event, the Consultant shall cease work and shall deliver to the City all documents (including reports, designs, specifications, and all other data) prepared or obtained by the Consultant in connection with the Work Assignment. The City shall, upon receipt of the aforesaid documents, pay to the Consultant and the Consultant shall accept as full payment for its services, a sum of money equal to (1) the fee for each completed and accepted task as shown in the Work Assignment, plus (2) the fee for the percentage of the work completed in any authorized but completed task, less (3) all previous payments made for the same task.

V. COMPENSATION AND PAYMENT OF CONSULTANT'S SERVICE

A. Each Work Assignment shall include all profit, direct and indirect labor costs, personnel related costs, overhead and administrative costs, travel related out-of-pocket expenses and costs, and all other costs which are necessary to provide the services as outlined in this Agreement. Mark-up for subcontracted services shall not exceed 10% of actual cost.

B. The maximum compensation for each Work Assignment shall be determined individually by the City as the need for a Work Assignment arises.

C. Consultant acknowledges and agrees that no minimum amount of work is guaranteed under this Agreement and City may elect not to issue any Work Assignments. If a Work Assignment is issued, the City reserves the right to amend, reduce or terminate the Work Assignment in its sole discretion.

D. Consultant represents and warrants that wage rates and other factual unit costs supporting the compensation relative to this Agreement shall be accurate, complete, and current at the time of entering into this Agreement. The amounts set forth in the Agreement will be adjusted to exclude any significant sums by which the Agreement price was increased where the City

determines such increase is due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such adjustments must be made within one year following completion of the Agreement.

E. The City's performance and obligations to pay under this Agreement is contingent up on an appropriation of lawfully available funds by the City Council. The City shall promptly notify the Consultant if the necessary appropriation is not made.

VI. METHOD OF PAYMENT

A. The City shall pay the Consultant in accordance with the Local Government Prompt Payment Act set forth in §218.70, et seq. F.S., upon receipt of the Consultant's invoice and written approval of same by the City's Administrative Agent indicating that the Services have been rendered in conformity with this Agreement.

B. The Consultant shall submit invoices for payment to the address indicated on the Work Assignment(s) for the Services completed. The invoices shall set forth the charges for the completed Services in accordance with the Hourly Rates attached hereto and incorporated herein as Exhibit C.

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.

VII. LIABILITY OF CONSULTANT

A. The Consultant shall save, defend, indemnify and hold harmless the City from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Consultant arising out of or in any way connected with the Consultant or subcontractor's performance or failure to perform under the terms of this Agreement..

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

VIII. CONSULTANT'S INSURANCE

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

IX. RESPONSIBILITIES OF THE CONSULTANT

A. Consultant acknowledges that it is familiar with the requirements of the Agreement Documents, and that it will perform the Services as required.

B. The Consultant agrees to respond to communication from the City within three (3) working days unless a shorter response time is specified by the City.

C. The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all reports, designs, specifications, other documents and data used or produced by or at the behest of the Consultant under this Agreement. The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in its reports, designs, specifications, other documents and data.

D. The Consultant warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Consultant) to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.

E. Consultant agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Consultant's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Agreement in accordance with the provisions contained herein.

F. The Consultant shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

G. The Consultant shall maintain books, records, documents, and other evidence directly pertaining to or connected with the Services under this Agreement which shall be available and accessible at the Consultant's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives. Such records shall be retained for a minimum of five (5) fiscal years (From October to September) after completion of the Services.

H. The Consultant shall notify the City's Administrative Agent at least one (1) day in advance of any meeting between the Consultant and any City Council Member, regulatory agency or private citizen relating to this Agreement.

I. The Consultant is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. The Consultant is not an employee, agent or servant of the City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Consultant sole direction, supervision and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all aspects the Consultant's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. Consultant shall be solely responsible for providing benefits and insurance to its employees.

J. The Consultant understands and acknowledges that pursuant to Ch. 934, F.S., Security of Communications; Surveillance, the City DOES NOT CONSENT to the interception and/or disclosure of its oral, wire, or electronic communications. Accordingly, the Consultant warrants it will not utilize nor deploy any electronic, mechanical, or other device (including bots, Artificial Intelligence, or similar software) to record, transcribe, or monitor any such communication during any non-public, in-person or virtual meetings between itself and the City. Consultant activities contrary to this warranty may constitute a felony under Ch. 934, implicate Ch. 119, F.S., Public Records, and/or constitute a material breach of this section and/or other section(s) of this Agreement (e.g. Records Retention, Audits, Ethics, Compliance, and Civility). Only duly authorized City personnel may grant an exception to this prohibition on a case-by-case basis.

X. OWNERSHIP, USE AND FORMATTING OF WORK PRODUCTS

A. It is understood and agreed that the work products, including reports, designs, specifications, other documents and data developed by the Consultant in connection with the Services shall be delivered to, and shall become the property of the City upon acceptance by the City. The Consultant hereby assigns all its copyright and other proprietary interests in the products of this Agreement to the City. Specific written authority is required from the City's Administrative Agent for the Consultant to use any of the work products of this Agreement on any non-City project.

B. Notwithstanding the above, any reuse of the work products by the City on other projects will be at the risk of the City.

C. The 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:
    1. GIS data shall be delivered in ESRI File Geodatabase (.gdb) format. Shapefiles (.shp) may be substituted where a File Geodatabase is not feasible.
    2. 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.

XI. FORCE MAJEURE; PERFORMANCE OF CONSULTANT'S PERSONNEL

A. Time is of the essence in the performance of this Agreement. The Consultant specifically agrees that all work performed under the terms and conditions of this Agreement shall be completed within the time limits as set forth herein, or as otherwise identified in the Agreement Documents or as specified by the City's Administrative Agent, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

B. The Consultant shall ensure that all key personnel, support personnel, and other agents as identified in Exhibit B are fully qualified and capable to perform their assigned tasks. Any changes or substitution to the Consultant's key personnel must receive the City's Administrative Agent's written approval before said changes or substitution can become effective.

XII. OBLIGATIONS OF THE CITY

A. The City's Administrative Agent is designated to do all things necessary to properly administer the terms and conditions of this Agreement, including, but not limited to:

    1. Review of all Consultant payment requests for approval or rejection; and

2. Periodic reviews of the work of the Consultant as necessary for the completion of the Consultant's services during the period of this Agreement.

B. The City shall not provide any services to the Consultant in connection with any claim brought on behalf of or against the Consultant.

XIII. TERMINATION

A. The City shall have the right at any time upon thirty (30) calendar days' written notice to the Consultant to terminate the Services of the Consultant for convenience. In the event of termination pursuant to this paragraph, the City shall pay to the Consultant and the Consultant shall accept as full payment for its Services, a sum of money equal to the work completed in any commenced but incomplete Services.

B. Any failure of the Consultant to satisfy the requirements of this Agreement, as documented by the Administrative Agent, shall be considered a default of the Agreement and sufficient reason for termination.

1. For defaults that are curable (as determined solely by the City), the Consultant shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification.

2. For defaults that are not curable (as determined solely by the City), notice of the termination date shall be given as deemed appropriate by the City.

C. In the event the City's termination of this Agreement for default is in any way deficient, at the option of the City such termination may be deemed to be a termination for convenience pursuant to Section XIII.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 XIII.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.

XIV. STOP WORK ORDER

A. The City's Administrative Agent, may at any time, by written order to the Consultant, require the Consultant to stop all or any part of the work called for by this Agreement. Any such order shall be identified specifically as a stop work order issued pursuant to this clause ("Stop Work Order"). Any Stop Work Orders shall be effective as of the date the 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 before the Stop Work Order expires:

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 XIII.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 XIII.A. The notice period for such termination shall be deemed to commence on the date of issuance of the Stop Work Order. In the event the City does not direct the Consultant to resume work within ninety (90) days, the Consultant may terminate this Agreement.

XV. DISPUTE RESOLUTION

A. To the extent Chapter 558, F.S. is applicable, the parties expressly opt out of the requirements of Chapter 558, F.S., within the meaning of §558.005(1), F.S.

B. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Manatee County, Florida, with the parties sharing equally in the cost of such mediation.

C. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

D. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Manatee County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each

party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

E. The parties hereby waive all rights to trial by jury for any litigation concerning this Agreement.

F. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.

G. Unless otherwise agreed in writing, the Consultant shall be required to continue its service and all other obligations under this Agreement during the pendency of any claim or dispute including, but not limited to, the actual period of mediation or judicial proceeding.

XVI. PUBLIC RECORDS

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

City of Bradenton
City Clerk
101 Old Main Street
Bradenton, FL 34205

Phone: 941-932-9400
Email: Cityclerk@Cityofbradenton.com

XVII. MISCELLANEOUS

A. The Agreement Documents constitute the sole and complete understanding between the parties and supersede all other Agreements between them, whether oral or written with respect to the subject matter. No amendment, change order or addendum to the Agreement Documents is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

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

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

D. If the Consultant is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

E. The Consultant shall not assign or transfer any rights, interests, or obligations under this Agreement (whether by novation or otherwise) without the prior written consent of the City, except that claims for the money due or to become due to the Consultant from the City under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the City. Written notice of any such transfer or assignment due to bankruptcy shall be promptly given to the City.

F. The exercise by either party of any rights or remedies provided herein shall not constitute a

waiver of any other rights or remedies available under this Agreement or any applicable law.

G. The failure of any party hereto to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of such party's rights or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

H. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be unaffected thereby and shall remain valid and enforceable as to each party.

I. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

J. Neither the City's review, approval or acceptance of, nor payment for, the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement.

K. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies available at law or in equity.

L. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

M. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the address below:

Consultant's Representative:

Name:	Timothy Foster
Title:	Senior Project Manager – Env.
Address:	4524 Oak Fair Blvd, Suite 200
	Tampa, FL 33616
Telephone:	813623-3100
E-Mail:	Tifoster@usanova.com

City's Administrative Agent:

Name:	Kim Clayback
Title:	Engineering Manager
Address:	888 13th Ave E
	Bradenton, FL 34208
Telephone:	941-708-6304
E-Mail:	Kim.Clayback@bradentonFL.gov

With a copy to: Blalock Walters, P.A.
Attn: Scott E. Rudacille, Esq.
802 11th Street West
Bradenton, Florida 34205
srudacille@blalockwalters.com

N. Any change in the City's Administrative Agent or the Consultant's Representative will be promptly communicated in writing by the party making the change.

O. Paragraph headings are for convenience of the parties and for reference purposes only and

shall be given no legal effect.

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

Consultant and City acknowledge having read and understood this Agreement and hereby agree to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the date last written below.

NOVA ENGINEERING AND ENVIRONMENTAL, INC.

By: _____

Print Name: Dany Romero
(Title of Authorized Representative)

Date: 6/2/2026

Title: Regional Manager

CITY OF BRADENTON

By: _____
GENE BROWN
Mayor

Date: _____

ATTEST:

By: _____
TAMARA MELTON
City Clerk

Approved as to form:

By: _____
SCOTT E. RUDACILLE
City Attorney

EXHIBIT A
SCOPE OF SERVICES

1. Overview

The Consultant shall provide professional engineering services for projects within the utility work program consisting of studies, design, permitting, and certification for all types of environmental testing.

2. Assignment of Work

   A. Project sizes may vary, and tasks will be assigned based on individually negotiated work assignments.

   B. Consultant shall perform all the services specified in accordance with generally accepted professional standards. Consultant shall perform all services expeditiously with professional skill, care, and orderly progress of work.

   C. At least one (1) key personnel shall hold and maintain the state license(s) necessary to perform the requested work

   D. All work shall conform to and comply with applicable codes, laws, ordinances, regulations and restrictions.

3. Scope of Services

   A. The general scope of work to be provided to accomplish the City's objective includes a broad range of professional environmental testing services related to miscellaneous projects as may be designated by the City. The types of assignments that may be required during the duration of this Agreement include but are not necessarily limited to the following:

      1. Phase I Environmental Site Assessments
      2. Phase II/III Environmental Investigations
      3. Site Characterization/Soil and Groundwater Studies and Remediation
      4. Visible Emissions Testing
      5. Remedial Action Planning
      6. Risk Assessments
      7. Brownfield Investigations and Redevelopment
      8. Underground and Above Ground Storage Tank Management
      9. Asbestos Testing, Abatement Design, and Abatement Management
      10. Hazardous Waste Determinations
      11. Radon Testing

12. Indoor Air Quality
13. Mold Assessments
14. Lead-Based Paint Testing and Consulting
15. Materials corrosion
16. Dry and wet materials testing
17. Hazardous materials handling, treatment and/or disposal

B. Consultant shall work with all applicable Federal, State and Local regulatory agencies to remain compliant in all areas or work

C. Consultant shall complete and submit all required reports and documentation as required by the City and all applicable Federal, State and Local regulatory agencies.

EXHIBIT B
KEY PERSONNEL

Staff Name	Job Title
Larry Schmaltz	Principal Technical Professional
Tim Foster	Senior Project Manager – Env.
Brian Haney	Senior Project Manager - CMT
Mark Bottorff	Senior Scientist
Bruce McKinnes	Senior Field Technician
Brandy Walsh	Staff Scientist
Jamey Cote	Environmental Technician

EXHIBIT C
HOURLY RATES

Job Classification	Hourly Rate
Principal Technical Professional	$195.00
Senior Project Manager – Env.	$150.00
Senior Project Manager - CMT	$175.00
Senior Scientist	$105.00
Senior Field Technician	$85.00
Staff Scientist	$75.00
Environmental Technician	$75.00

AGREEMENT FOR
ENGINEERING CONTINUING SERVICES – ENVIRONMENTAL TESTING

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 **Terracon Consultants, Inc.**, a Delaware corporation licensed to do business in Florida (the "Consultant").

WITNESSETH

WHEREAS, the City required a consultant to provide Engineering Continuing Services for Environmental Testing; and

WHEREAS, the City issued Request for Qualifications (RFQ) 26-020MK on March 5, 2026 (the "Solicitation"); and

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

WHEREAS, the Consultant has reviewed the services required pursuant to this Agreement and is qualified, willing, and able to provide and perform all such services in accordance with its terms; and

WHEREAS, the parties desire to enter into a contract setting forth the terms and conditions of their agreement.

NOW, THEREFORE, the City and the Consultant, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, do agree as follows:

I. AGREEMENT DOCUMENTS AND SCOPE OF CONSULTANT'S SERVICES

The Scope of Services, Key Personnel, and Hourly Rates are attached hereto, and the Solicitation (including all attachments thereto), and 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 Work Assignment(s) hereinafter issued pursuant to this Agreement shall be collectively referred to herein as the "Agreement Documents"). To the extent there is conflict among the terms and provisions of the Agreement Documents, the order of precedence shall be the order in which the Agreement Documents are listed below:

1. Agreement and any amendments;
2. Work Assignment(s);
3. Scope of Services;
4. Key Personnel;
5. Hourly Rates;
6. Solicitation; and
7. Consultant's Proposal.

The Consultant agrees to diligently provide all materials, services, and labor for Engineering Continuing Services for environmental Testing in accordance with the Scope of Services, attached as Exhibit A incorporated herein (the "Services").

II. TERM

This Agreement shall commence immediately upon execution by both the City and the Consultant and shall continue for an initial period of three (3) years. The Agreement may be renewed for up to two (2) additional one-year periods by written Agreement of both parties.

III. WORK ASSIGNMENTS

A. Consultant shall be engaged to perform specific work through the issuance of a negotiated work assignment ("Work Assignment").

B. Consultant acknowledges that the City has entered into multiple agreements with various firms (collectively with Consultant, the "Firms") for the Services and Work Assignments shall be issued on a rotational basis.

1. Work Assignments shall be issued in accordance with §287.055(2)(g). F.S
2. For each services category identified in the Scope of Services (the "Service Categories"), Purchasing will place the Firms in the City's professional services library in the order they are ranked, with the highest scoring Firm placed in the first position in the rotation.
3. As each Work Assignment is identified, the next Firm in the rotation will be offered the opportunity to negotiate that Work Assignment with the City's Administrative Agent.
4. Should a Firm decline a Work Assignment, fail to respond, or be unable to reach a satisfactory fee negotiation with the City within a reasonable time frame, the City will contact the next Firm on the list until the Work Assignment is successfully negotiated.
    i. Firms will have the option of rejecting one (1) Work Assignment within each Service Category within a twelve-month period without penalty. A second Work Assignment rejection within a Service Category during any twelve-month period will cause the Firm to be skipped in the rotation for the subsequent Work Assignment within the Service Category. Any Firm who rejects three (3) Work Assignments (or is unable to satisfactorily negotiate three (3) Work Assignments) in any twelve-month period will be removed from the Service Category.
    ii. Firms wishing to reject a Work Assignment for any reason must provide a rejection notification document in form and substance satisfactory to the City. A copy of this form must be provided to Purchasing by the City's Administrative Agent.
5. After notification by the City, the Consultant and City shall negotiate a scope of work, time schedule, and budget for performance of the work. When the scope of work, time schedule and budget are mutually agreeable, the Work Assignment shall be executed by the parties.

C. Consultants will identify and provide qualifications of sub-consultants during the Work Assignment negotiations. The City reserves the right to review and approve all sub-consultants identified in the Work Assignment prior to execution of the Work Assignment.

D. Amendments to Work Assignments shall reference original Work Assignment scope and all items as detailed in section III.B.5 to which they relate. No amendment to a Work Assignment is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

E. If the City's Administrative Agent requires the Consultant to perform additional services related to a Work Assignment, then the Consultant shall be entitled to additional compensation based on the Hourly Rates attached hereto and incorporated herein as Exhibit C, as amended, to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Agreement by written amendment. The City shall not pay for any additional services or work performed prior to the execution of a written amendment to the Work Assignment.

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

G. Notwithstanding the foregoing, the City reserves the right, in its sole discretion, to disregard the rotation in any Service Category and select ("Direct Select") a specific firm to perform the required services.

IV. TERMINATION OF WORK ASSIGNMENTS

The City shall have the right at any time to terminate a Work Assignment. In that event, the Consultant shall cease work and shall deliver to the City all documents (including reports, designs, specifications, and all other data) prepared or obtained by the Consultant in connection with the Work Assignment. The City shall, upon receipt of the aforesaid documents, pay to the Consultant and the Consultant shall accept as full payment for its services, a sum of money equal to (1) the fee for each completed and accepted task as shown in the Work Assignment, plus (2) the fee for the percentage of the work completed in any authorized but completed task, less (3) all previous payments made for the same task.

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A. Each Work Assignment shall include all profit, direct and indirect labor costs, personnel related costs, overhead and administrative costs, travel related out-of-pocket expenses and costs, and all other costs which are necessary to provide the services as outlined in this Agreement. Mark-up for subcontracted services shall not exceed 10% of actual cost.

B. The maximum compensation for each Work Assignment shall be determined individually by the City as the need for a Work Assignment arises.

C. Consultant acknowledges and agrees that no minimum amount of work is guaranteed under this Agreement and City may elect not to issue any Work Assignments. If a Work Assignment is issued, the City reserves the right to amend, reduce or terminate the Work Assignment in its sole discretion.

D. Consultant represents and warrants that wage rates and other factual unit costs supporting the compensation relative to this Agreement shall be accurate, complete, and current at the time of entering into this Agreement. The amounts set forth in the Agreement will be adjusted to exclude any significant sums by which the Agreement price was increased where the City

determines such increase is due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such adjustments must be made within one year following completion of the Agreement.

E. The City's performance and obligations to pay under this Agreement is contingent up on an appropriation of lawfully available funds by the City Council. The City shall promptly notify the Consultant if the necessary appropriation is not made.

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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 Work Assignment(s) for the Services completed. The invoices shall set forth the charges for the completed Services in accordance with the Hourly Rates attached hereto and incorporated herein as Exhibit C.

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.

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

VIII. CONSULTANT'S INSURANCE

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

IX. RESPONSIBILITIES OF THE CONSULTANT

A. Consultant acknowledges that it is familiar with the requirements of the Agreement Documents, and that it will perform the Services as required.

B. The Consultant agrees to respond to communication from the City within three (3) working days unless a shorter response time is specified by the City.

C. The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all reports, designs, specifications, other documents and data used or produced by or at the behest of the Consultant under this Agreement. The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in its reports, designs, specifications, other documents and data.

D. The Consultant warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Consultant) to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.

E. Consultant agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Consultant's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Agreement in accordance with the provisions contained herein.

F. The Consultant shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

G. The Consultant shall maintain books, records, documents, and other evidence directly pertaining to or connected with the Services under this Agreement which shall be available and accessible at the Consultant's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives. Such records shall be retained for a minimum of five (5) fiscal years (From October to September) after completion of the Services.

H. The Consultant shall notify the City's Administrative Agent at least one (1) day in advance of any meeting between the Consultant and any City Council Member, regulatory agency or private citizen relating to this Agreement.

I. The Consultant is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. The Consultant is not an employee, agent or servant of the City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Consultant sole direction, supervision and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all aspects the Consultant's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. Consultant shall be solely responsible for providing benefits and insurance to its employees.

J. The Consultant understands and acknowledges that pursuant to Ch. 934, F.S., Security of Communications; Surveillance, the City DOES NOT CONSENT to the interception and/or disclosure of its oral, wire, or electronic communications. Accordingly, the Consultant warrants it will not utilize nor deploy any electronic, mechanical, or other device (including bots, Artificial Intelligence, or similar software) to record, transcribe, or monitor any such communication during any non-public, in-person or virtual meetings between itself and the City. Consultant activities contrary to this warranty may constitute a felony under Ch. 934, implicate Ch. 119, F.S., Public Records, and/or constitute a material breach of this section and/or other section(s) of this Agreement (e.g. Records Retention, Audits, Ethics, Compliance, and Civility). Only duly authorized City personnel may grant an exception to this prohibition on a case-by-case basis.

X. OWNERSHIP, USE AND FORMATTING OF WORK PRODUCTS

A. It is understood and agreed that the work products, including reports, designs, specifications, other documents and data developed by the Consultant in connection with the Services shall be delivered to, and shall become the property of the City upon acceptance by the City. The Consultant hereby assigns all its copyright and other proprietary interests in the products of this Agreement to the City. Specific written authority is required from the City's Administrative Agent for the Consultant to use any of the work products of this Agreement on any non-City project.

B. Notwithstanding the above, any reuse of the work products by the City on other projects will be at the risk of the City.

C. The 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:
    1. GIS data shall be delivered in ESRI File Geodatabase (.gdb) format. Shapefiles (.shp) may be substituted where a File Geodatabase is not feasible.
    2. 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.

XI. FORCE MAJEURE; PERFORMANCE OF CONSULTANT'S PERSONNEL

A. Time is of the essence in the performance of this Agreement. The Consultant specifically agrees that all work performed under the terms and conditions of this Agreement shall be completed within the time limits as set forth herein, or as otherwise identified in the Agreement Documents or as specified by the City's Administrative Agent, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

B. The Consultant shall ensure that all key personnel, support personnel, and other agents as identified in Exhibit B are fully qualified and capable to perform their assigned tasks. Any changes or substitution to the Consultant's key personnel must receive the City's Administrative Agent's written approval before said changes or substitution can become effective.

XII. OBLIGATIONS OF THE CITY

A. The City's Administrative Agent is designated to do all things necessary to properly administer the terms and conditions of this Agreement, including, but not limited to:

    1. Review of all Consultant payment requests for approval or rejection; and

2. Periodic reviews of the work of the Consultant as necessary for the completion of the Consultant's services during the period of this Agreement.

B. The City shall not provide any services to the Consultant in connection with any claim brought on behalf of or against the Consultant.

XIII. TERMINATION

A. The City shall have the right at any time upon thirty (30) calendar days' written notice to the Consultant to terminate the Services of the Consultant for convenience. In the event of termination pursuant to this paragraph, the City shall pay to the Consultant and the Consultant shall accept as full payment for its Services, a sum of money equal to the work completed in any commenced but incomplete Services.

B. Any failure of the Consultant to satisfy the requirements of this Agreement, as documented by the Administrative Agent, shall be considered a default of the Agreement and sufficient reason for termination.

1. For defaults that are curable (as determined solely by the City), the Consultant shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification.

2. For defaults that are not curable (as determined solely by the City), notice of the termination date shall be given as deemed appropriate by the City.

C. In the event the City's termination of this Agreement for default is in any way deficient, at the option of the City such termination may be deemed to be a termination for convenience pursuant to Section XIII.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 XIII.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.

XIV. STOP WORK ORDER

A. The City's Administrative Agent, may at any time, by written order to the Consultant, require the Consultant to stop all or any part of the work called for by this Agreement. Any such order shall be identified specifically as a stop work order issued pursuant to this clause ("Stop Work Order"). Any Stop Work Orders shall be effective as of the date the 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 before the Stop Work Order expires:

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 XIII.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 XIII.A. The notice period for such termination shall be deemed to commence on the date of issuance of the Stop Work Order. In the event the City does not direct the Consultant to resume work within ninety (90) days, the Consultant may terminate this Agreement.

XV. DISPUTE RESOLUTION

A. To the extent Chapter 558, F.S. is applicable, the parties expressly opt out of the requirements of Chapter 558, F.S., within the meaning of §558.005(1), F.S.

B. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Manatee County, Florida, with the parties sharing equally in the cost of such mediation.

C. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

D. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Manatee County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each

party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

E. The parties hereby waive all rights to trial by jury for any litigation concerning this Agreement.

F. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.

G. Unless otherwise agreed in writing, the Consultant shall be required to continue its service and all other obligations under this Agreement during the pendency of any claim or dispute including, but not limited to, the actual period of mediation or judicial proceeding.

XVI. PUBLIC RECORDS

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

City of Bradenton
City Clerk
101 Old Main Street
Bradenton, FL 34205

Phone: 941-932-9400
Email: Cityclerk@Cityofbradenton.com

XVII. MISCELLANEOUS

A. The Agreement Documents constitute the sole and complete understanding between the parties and supersede all other Agreements between them, whether oral or written with respect to the subject matter. No amendment, change order or addendum to the Agreement Documents is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

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

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

D. If the Consultant is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

E. The Consultant shall not assign or transfer any rights, interests, or obligations under this Agreement (whether by novation or otherwise) without the prior written consent of the City, except that claims for the money due or to become due to the Consultant from the City under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the City. Written notice of any such transfer or assignment due to bankruptcy shall be promptly given to the City.

F. The exercise by either party of any rights or remedies provided herein shall not constitute a

waiver of any other rights or remedies available under this Agreement or any applicable law.

G. The failure of any party hereto to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of such party's rights or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

H. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be unaffected thereby and shall remain valid and enforceable as to each party.

I. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

J. Neither the City's review, approval or acceptance of, nor payment for, the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement.

K. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies available at law or in equity.

L. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

M. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the address below:

Consultant's Representative:		City's Administrative Agent:	
Name:	Joe Adelman, P.G	Name:	Kim Clayback
Title:	Contract Manager/Principal Geologist	Title:	Engineering Manager
Address:	8260 Vico Court, Unit B	Address:	888 13th Ave E
	Sarasota, FL 34240		Bradenton, FL 34208
Telephone:	941-379-0621	Telephone:	941-708-6304
E-Mail:	Joe.adelman@terracon.com	E-Mail:	Kim.Clayback@bradentonFL.gov

With a copy to: Blalock Walters, P.A.
Attn: Scott E. Rudacille, Esq.
802 11th Street West
Bradenton, Florida 34205
srudacille@blalockwalters.com

N. Any change in the City's Administrative Agent or the Consultant's Representative will be promptly communicated in writing by the party making the change.

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

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

Consultant and City acknowledge having read and understood this Agreement and hereby agree to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the date last written below.

TERRACON CONSULTANTS, INC.

By: Joe Adelman

Print Name: JOE ADELMAN
(Title of Authorized Representative)

Date: 06-25-26

Title: Operations Manager

CITY OF BRADENTON

By: _____
GENE BROWN
Mayor

Date: _____

ATTEST:

By: _____
TAMARA MELTON
City Clerk

Approved as to form:

By: _____
SCOTT E. RUDACILLE
City Attorney

EXHIBIT A
SCOPE OF SERVICES

1. Overview

The Consultant shall provide professional engineering services for projects within the utility work program consisting of studies, design, permitting, and certification for all types of environmental testing.

2. Assignment of Work

   A. Project sizes may vary, and tasks will be assigned based on individually negotiated work assignments.

   B. Consultant shall perform all the services specified in accordance with generally accepted professional standards. Consultant shall perform all services expeditiously with professional skill, care, and orderly progress of work.

   C. At least one (1) key personnel shall hold and maintain the state license(s) necessary to perform the requested work

   D. All work shall conform to and comply with applicable codes, laws, ordinances, regulations and restrictions.

3. Scope of Services

   A. The general scope of work to be provided to accomplish the City's objective includes a broad range of professional environmental testing services related to miscellaneous projects as may be designated by the City. The types of assignments that may be required during the duration of this Agreement include but are not necessarily limited to the following:

      1. Phase I Environmental Site Assessments
      2. Phase II/III Environmental Investigations
      3. Site Characterization/Soil and Groundwater Studies and Remediation
      4. Visible Emissions Testing
      5. Remedial Action Planning
      6. Risk Assessments
      7. Brownfield Investigations and Redevelopment
      8. Underground and Above Ground Storage Tank Management
      9. Asbestos Testing, Abatement Design, and Abatement Management
      10. Hazardous Waste Determinations
      11. Radon Testing

12. Indoor Air Quality
13. Mold Assessments
14. Lead-Based Paint Testing and Consulting
15. Materials corrosion
16. Dry and wet materials testing
17. Hazardous materials handling, treatment and/or disposal

B. Consultant shall work with all applicable Federal, State and Local regulatory agencies to remain compliant in all areas or work

C. Consultant shall complete and submit all required reports and documentation as required by the City and all applicable Federal, State and Local regulatory agencies.

EXHIBIT B
KEY PERSONNEL

Staff Name	Job Title
Joe Adelman, P.G.	Contract Manager/Principal Geologist
Scott Parrish, P.E.	Principal Engineer
Jim Kellogg, P.E.	Principal Engineer
Amanda McKenney, CIH	Certified Industrial Hygienist
Christina Haworth, CIH	Certified Industrial Hygienist
John Malkowski, P.E.	Senior Engineer
Brian Brandon, PWS	Senior Scientist
Brennan Hagan, PWS	Senior Scientist
David Beerbower, P.G.	Principal Geologist
Andrew Kucek	Senior Geologist
Lydia Wing	Senior Geologist
Mike Mui	Senior Engineer
Ryan Fetter	Senior Geologist
Fabio Fortes, P.E.	Senior Engineer
Tara Szydlowski	Project Manager
Dean Fao	Project Manager
Karl Kologiski	Project Manager
Cheyenne Coffy	Staff Geologist
Chelsea Fugate	GIS Analyst
Gina Panik, P.E.	Project Engineer

EXHIBIT B
KEY PERSONNEL

Justin Fyffe	Assistant Project Manager
Madeline Misicka	Staff Ecologist
Kevin Schein	Staff Ecologist

EXHIBIT C
HOURLY RATES

Job Classification	Hourly Rate
TECHNICAL AND PROFESSIONAL STAFF	
Principal Engineer/Principal Scientist/Principal Geologist	$275.00
Certified Industrial Hygienist (CIH)	$250.00
Senior Engineer/Senior Project Manager/Senior Geologist/Senior Scientist	$185.00
Project Manager/Project Engineer/Project Geologist/Project Scientist/GIS Analyst	$165.00
Assistant Project Manager/Staff Engineer/Staff Geologist/Staff Ecologist	$120.00
Chief Field Technician/Chief Engineering Technician/Chief Environmental Technician	$110.00
Senior Field Technician/Senior Engineering Technician/Senior Environmental Technician	$95.00
Field Technician/Engineering Technician/Environmental Technician	$85.00
Soils Technician/Concrete Technician	$70.00
CADD Operator	$90.00
Administrative Assistant	$85.00
LABORATORY ANALYSES	
Asbestos - Polarized Light Microscopy (PLM)	$12.00
Asbestos -Roofing/Soil/Debris PLM	$25.00
Asbestos -Point Count Quantification (400 points)	$25.00
Asbestos -Transmission Electron Microscopy (TEM)	$90.00
Lead - air, soil, water, paint chip	$25.00
Lead - drinking water	$95.00

EXHIBIT C
HOURLY RATES

Mold - air (spore trap)	$45.00
Mold - bulk, tape lift, swab	$25.00
Radon - soil (Radium 226)	$250.00
Radon - air	$65.00
ENVIRONMENTAL SERVICES	
Phase I Environmental Site Assessment Less Than 100 Acres	$3,200.00
Phase I Environmental Site Assessment More Than 100 Acres	Site Specific
Phase I Environmental Site Assessment Updates (Within 12 Months)	$2,500.00
Reliance Letter	$500.00
Phase II Environmental Site Assessment and/or Contamination Assessment (site specific)	Site Specific
Remedial Action Plan and Implementation	Site Specific
EQUIPMENT RENTAL	
Organic Vapor Analyzer	$150.00
Groundwater Sampling Equipment (meters, water level indicator, peri. pump)	$175.00
Disposable Sampling Supplies (gloves, tubing)	$40.00
Water Quality Meter (Multi-meter w/ pH, cond, temp, DO)	$175.00
DO Meter	$40.00
Turbidity Meter	$40.00
Deep Monitoring Well Sampling Pump	$200.00
Water Level Indicator/Oil-Water Interface Probe	$35.00

EXHIBIT C
HOURLY RATES

In-Line Filters	$45.00
Soil Sampling Equipment (Hand Auger, Shovels)	$30.00
Handheld GPS Unit (+/- three meter accuracy)	$75.00
Generator (5 KW)	$190.00
Generator (10 KW)	$240.00
Concrete Core Machine	$250.00
Surveying Equipment	$175.00
Pump - Development/Centrifugal	$60.00
Pump - Sampling/Peristaltic	$130.00
Pump - 2 inch Trash	$125.00
Pump - 4 inch Trash	$175.00
Back-Hoe (includes delivery, pick-up but not fuel)	$2,500.00
Front-End Loader w/ 2.5 yard bucket (includes delivery, pick-up but not fuel)	$2,900.00
Track Excavator (includes delivery, pick-up but not fuel)	$4,500.00
185 CFM Air Compressor (includes delivery, pick-up but not fuel)	$550.00
Construction Forklift (includes delivery, pick-up but not fuel)	$775.00
55-gallon drums for IDW	$80.00
DRILLING SERVICES	
Truck Mounted Drill Rig and/or Geoprobe Direct Push Rig Mobilization	$900.00
Geoprobe Direct Push Rig Daily Use	$3,000.00
Pre-Pack Monitoring Wells	$25.00

EXHIBIT C
HOURLY RATES

2-inch Schedule 40 PVC riser	$35.00
2-inch Schedule 40 PVC screen (0.010-inch slot)	$80.00
2-inch well point	$10.00
2-inch locking well cap with lock	$17.50
20/30 silica sand pack (50 pound bag)	$8.00
30/65 silica sand pack (50 pound bag)	$8.00
Grout (Portland Cement, (94 pound bag)	$15.00
8-inch Steel Drop Lid Manhole	$65.00
8-inch Steel Bolt-Down Manhole	$85.00
Well Development for 2-inch diameter monitoring well	$65.00
2' x 2' concrete pad	$250.00
Well Abandonment for 2-inch diameter well	$25.00
Removal and disposal of existing monitoring well concrete pads/manholes	$250.00

AGREEMENT FOR
ENGINEERING CONTINUING SERVICES – ENVIRONMENTAL TESTING

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 **TETRA TECH, Inc.**, a Florida corporation (the "Consultant").

WITNESSETH

WHEREAS, the City required a consultant to provide Engineering Continuing Services for Environmental Testing; and

WHEREAS, the City issued Request for Qualifications (RFQ) 26-020MK on March 5, 2026 (the "Solicitation"); and

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

WHEREAS, the Consultant has reviewed the services required pursuant to this Agreement and is qualified, willing, and able to provide and perform all such services in accordance with its terms; and

WHEREAS, the parties desire to enter into a contract setting forth the terms and conditions of their agreement.

NOW, THEREFORE, the City and the Consultant, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, do agree as follows:

I. AGREEMENT DOCUMENTS AND SCOPE OF CONSULTANT'S SERVICES

The Scope of Services, Key Personnel, and Hourly Rates are attached hereto, and the Solicitation (including all attachments thereto), and 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 Work Assignment(s) hereinafter issued pursuant to this Agreement shall be collectively referred to herein as the "Agreement Documents"). To the extent there is conflict among the terms and provisions of the Agreement Documents, the order of precedence shall be the order in which the Agreement Documents are listed below:

1. Agreement and any amendments;
2. Work Assignment(s);
3. Scope of Services;
4. Key Personnel;
5. Hourly Rates;
6. Solicitation; and
7. Consultant's Proposal.

The Consultant agrees to diligently provide all materials, services, and labor for Engineering Continuing Services for environmental Testing in accordance with the Scope of Services, attached as Exhibit A incorporated herein (the "Services").

II. TERM

This Agreement shall commence immediately upon execution by both the City and the Consultant and shall continue for an initial period of three (3) years. The Agreement may be renewed for up to two (2) additional one-year periods by written Agreement of both parties.

III. WORK ASSIGNMENTS

A. Consultant shall be engaged to perform specific work through the issuance of a negotiated work assignment ("Work Assignment").

B. Consultant acknowledges that the City has entered into multiple agreements with various firms (collectively with Consultant, the "Firms") for the Services and Work Assignments shall be issued on a rotational basis.

1. Work Assignments shall be issued in accordance with §287.055(2)(g). F.S
2. For each services category identified in the Scope of Services (the "Service Categories"), Purchasing will place the Firms in the City's professional services library in the order they are ranked, with the highest scoring Firm placed in the first position in the rotation.
3. As each Work Assignment is identified, the next Firm in the rotation will be offered the opportunity to negotiate that Work Assignment with the City's Administrative Agent.
4. Should a Firm decline a Work Assignment, fail to respond, or be unable to reach a satisfactory fee negotiation with the City within a reasonable time frame, the City will contact the next Firm on the list until the Work Assignment is successfully negotiated.
    i. Firms will have the option of rejecting one (1) Work Assignment within each Service Category within a twelve-month period without penalty. A second Work Assignment rejection within a Service Category during any twelve-month period will cause the Firm to be skipped in the rotation for the subsequent Work Assignment within the Service Category. Any Firm who rejects three (3) Work Assignments (or is unable to satisfactorily negotiate three (3) Work Assignments) in any twelve-month period will be removed from the Service Category.
    ii. Firms wishing to reject a Work Assignment for any reason must provide a rejection notification document in form and substance satisfactory to the City. A copy of this form must be provided to Purchasing by the City's Administrative Agent.
5. After notification by the City, the Consultant and City shall negotiate a scope of work, time schedule, and budget for performance of the work. When the scope of work, time schedule and budget are mutually agreeable, the Work Assignment shall be executed by the parties.

C. Consultants will identify and provide qualifications of sub-consultants during the Work Assignment negotiations. The City reserves the right to review and approve all sub-consultants identified in the Work Assignment prior to execution of the Work Assignment.

D. Amendments to Work Assignments shall reference original Work Assignment scope and all items as detailed in section III.B.5 to which they relate. No amendment to a Work Assignment is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

E. If the City's Administrative Agent requires the Consultant to perform additional services related to a Work Assignment, then the Consultant shall be entitled to additional compensation based on the Hourly Rates attached hereto and incorporated herein as Exhibit C, as amended, to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Agreement by written amendment. The City shall not pay for any additional services or work performed prior to the execution of a written amendment to the Work Assignment.

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

G. Notwithstanding the foregoing, the City reserves the right, in its sole discretion, to disregard the rotation in any Service Category and select ("Direct Select") a specific firm to perform the required services.

IV. TERMINATION OF WORK ASSIGNMENTS

The City shall have the right at any time to terminate a Work Assignment. In that event, the Consultant shall cease work and shall deliver to the City all documents (including reports, designs, specifications, and all other data) prepared or obtained by the Consultant in connection with the Work Assignment. The City shall, upon receipt of the aforesaid documents, pay to the Consultant and the Consultant shall accept as full payment for its services, a sum of money equal to (1) the fee for each completed and accepted task as shown in the Work Assignment, plus (2) the fee for the percentage of the work completed in any authorized but completed task, less (3) all previous payments made for the same task.

V. COMPENSATION AND PAYMENT OF CONSULTANT'S SERVICE

A. Each Work Assignment shall include all profit, direct and indirect labor costs, personnel related costs, overhead and administrative costs, travel related out-of-pocket expenses and costs, and all other costs which are necessary to provide the services as outlined in this Agreement. Mark-up for subcontracted services shall not exceed 10% of actual cost.

B. The maximum compensation for each Work Assignment shall be determined individually by the City as the need for a Work Assignment arises.

C. Consultant acknowledges and agrees that no minimum amount of work is guaranteed under this Agreement and City may elect not to issue any Work Assignments. If a Work Assignment is issued, the City reserves the right to amend, reduce or terminate the Work Assignment in its sole discretion.

D. Consultant represents and warrants that wage rates and other factual unit costs supporting the compensation relative to this Agreement shall be accurate, complete, and current at the time of entering into this Agreement. The amounts set forth in the Agreement will be adjusted to exclude any significant sums by which the Agreement price was increased where the City

determines such increase is due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such adjustments must be made within one year following completion of the Agreement.

E. The City's performance and obligations to pay under this Agreement is contingent up on an appropriation of lawfully available funds by the City Council. The City shall promptly notify the Consultant if the necessary appropriation is not made.

VI. METHOD OF PAYMENT

A. The City shall pay the Consultant in accordance with the Local Government Prompt Payment Act set forth in §218.70, et seq. F.S., upon receipt of the Consultant's invoice and written approval of same by the City's Administrative Agent indicating that the Services have been rendered in conformity with this Agreement.

B. The Consultant shall submit invoices for payment to the address indicated on the Work Assignment(s) for the Services completed. The invoices shall set forth the charges for the completed Services in accordance with the Hourly Rates attached hereto and incorporated herein as Exhibit C.

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.

VII. LIABILITY OF CONSULTANT

A. The Consultant shall save, defend, indemnify and hold harmless the City from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Consultant arising out of or in any way connected with the Consultant or subcontractor's performance or failure to perform under the terms of this Agreement..

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

VIII. CONSULTANT'S INSURANCE

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

IX. RESPONSIBILITIES OF THE CONSULTANT

A. Consultant acknowledges that it is familiar with the requirements of the Agreement Documents, and that it will perform the Services as required.

B. The Consultant agrees to respond to communication from the City within three (3) working days unless a shorter response time is specified by the City.

C. The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all reports, designs, specifications, other documents and data used or produced by or at the behest of the Consultant under this Agreement. The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in its reports, designs, specifications, other documents and data.

D. The Consultant warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Consultant) to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.

E. Consultant agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Consultant's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Agreement in accordance with the provisions contained herein.

F. The Consultant shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

G. The Consultant shall maintain books, records, documents, and other evidence directly pertaining to or connected with the Services under this Agreement which shall be available and accessible at the Consultant's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives. Such records shall be retained for a minimum of five (5) fiscal years (From October to September) after completion of the Services.

H. The Consultant shall notify the City's Administrative Agent at least one (1) day in advance of any meeting between the Consultant and any City Council Member, regulatory agency or private citizen relating to this Agreement.

I. The Consultant is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. The Consultant is not an employee, agent or servant of the City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Consultant sole direction, supervision and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all aspects the Consultant's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. Consultant shall be solely responsible for providing benefits and insurance to its employees.

J. The Consultant understands and acknowledges that pursuant to Ch. 934, F.S., Security of Communications; Surveillance, the City DOES NOT CONSENT to the interception and/or disclosure of its oral, wire, or electronic communications. Accordingly, the Consultant warrants it will not utilize nor deploy any electronic, mechanical, or other device (including bots, Artificial Intelligence, or similar software) to record, transcribe, or monitor any such communication during any non-public, in-person or virtual meetings between itself and the City. Consultant activities contrary to this warranty may constitute a felony under Ch. 934, implicate Ch. 119, F.S., Public Records, and/or constitute a material breach of this section and/or other section(s) of this Agreement (e.g. Records Retention, Audits, Ethics, Compliance, and Civility). Only duly authorized City personnel may grant an exception to this prohibition on a case-by-case basis.

X. OWNERSHIP, USE AND FORMATTING OF WORK PRODUCTS

A. It is understood and agreed that the work products, including reports, designs, specifications, other documents and data developed by the Consultant in connection with the Services shall be delivered to, and shall become the property of the City upon acceptance by the City. The Consultant hereby assigns all its copyright and other proprietary interests in the products of this Agreement to the City. Specific written authority is required from the City's Administrative Agent for the Consultant to use any of the work products of this Agreement on any non-City project.

B. Notwithstanding the above, any reuse of the work products by the City on other projects will be at the risk of the City.

C. The 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:
    1. GIS data shall be delivered in ESRI File Geodatabase (.gdb) format. Shapefiles (.shp) may be substituted where a File Geodatabase is not feasible.
    2. 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.

XI. FORCE MAJEURE; PERFORMANCE OF CONSULTANT'S PERSONNEL

A. Time is of the essence in the performance of this Agreement. The Consultant specifically agrees that all work performed under the terms and conditions of this Agreement shall be completed within the time limits as set forth herein, or as otherwise identified in the Agreement Documents or as specified by the City's Administrative Agent, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

B. The Consultant shall ensure that all key personnel, support personnel, and other agents as identified in Exhibit B are fully qualified and capable to perform their assigned tasks. Any changes or substitution to the Consultant's key personnel must receive the City's Administrative Agent's written approval before said changes or substitution can become effective.

XII. OBLIGATIONS OF THE CITY

A. The City's Administrative Agent is designated to do all things necessary to properly administer the terms and conditions of this Agreement, including, but not limited to:

    1. Review of all Consultant payment requests for approval or rejection; and

2. Periodic reviews of the work of the Consultant as necessary for the completion of the Consultant's services during the period of this Agreement.

B. The City shall not provide any services to the Consultant in connection with any claim brought on behalf of or against the Consultant.

XIII. TERMINATION

A. The City shall have the right at any time upon thirty (30) calendar days' written notice to the Consultant to terminate the Services of the Consultant for convenience. In the event of termination pursuant to this paragraph, the City shall pay to the Consultant and the Consultant shall accept as full payment for its Services, a sum of money equal to the work completed in any commenced but incomplete Services.

B. Any failure of the Consultant to satisfy the requirements of this Agreement, as documented by the Administrative Agent, shall be considered a default of the Agreement and sufficient reason for termination.

1. For defaults that are curable (as determined solely by the City), the Consultant shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification.

2. For defaults that are not curable (as determined solely by the City), notice of the termination date shall be given as deemed appropriate by the City.

C. In the event the City's termination of this Agreement for default is in any way deficient, at the option of the City such termination may be deemed to be a termination for convenience pursuant to Section XIII.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 XIII.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.

XIV. STOP WORK ORDER

A. The City's Administrative Agent, may at any time, by written order to the Consultant, require the Consultant to stop all or any part of the work called for by this Agreement. Any such order shall be identified specifically as a stop work order issued pursuant to this clause ("Stop Work Order"). Any Stop Work Orders shall be effective as of the date the 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 before the Stop Work Order expires:

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 XIII.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 XIII.A. The notice period for such termination shall be deemed to commence on the date of issuance of the Stop Work Order. In the event the City does not direct the Consultant to resume work within ninety (90) days, the Consultant may terminate this Agreement.

XV. DISPUTE RESOLUTION

A. To the extent Chapter 558, F.S. is applicable, the parties expressly opt out of the requirements of Chapter 558, F.S., within the meaning of §558.005(1), F.S.

B. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Manatee County, Florida, with the parties sharing equally in the cost of such mediation.

C. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

D. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Manatee County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each

party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

E. The parties hereby waive all rights to trial by jury for any litigation concerning this Agreement.

F. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.

G. Unless otherwise agreed in writing, the Consultant shall be required to continue its service and all other obligations under this Agreement during the pendency of any claim or dispute including, but not limited to, the actual period of mediation or judicial proceeding.

XVI. PUBLIC RECORDS

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

City of Bradenton
City Clerk
101 Old Main Street
Bradenton, FL 34205

Phone: 941-932-9400
Email: Cityclerk@Cityofbradenton.com

XVII. MISCELLANEOUS

A. The Agreement Documents constitute the sole and complete understanding between the parties and supersede all other Agreements between them, whether oral or written with respect to the subject matter. No amendment, change order or addendum to the Agreement Documents is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

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

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

D. If the Consultant is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

E. The Consultant shall not assign or transfer any rights, interests, or obligations under this Agreement (whether by novation or otherwise) without the prior written consent of the City, except that claims for the money due or to become due to the Consultant from the City under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the City. Written notice of any such transfer or assignment due to bankruptcy shall be promptly given to the City.

F. The exercise by either party of any rights or remedies provided herein shall not constitute a

waiver of any other rights or remedies available under this Agreement or any applicable law.

G. The failure of any party hereto to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of such party's rights or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

H. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be unaffected thereby and shall remain valid and enforceable as to each party.

I. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

J. Neither the City's review, approval or acceptance of, nor payment for, the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement.

K. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies available at law or in equity.

L. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

M. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the address below:

Consultant's Representative:		City's Administrative Agent:	
Name:	Graeme Bowles	Name:	Kim Clayback
Title:	Project Manager	Title:	Engineering Manager
Address:	5201 W. Kennedy Blvd, Suite 620	Address:	888 13th Ave E
	Tampa, FL		Bradenton, FL 34208
Telephone:	443-306-7961	Telephone:	941-708-6304
E-Mail:	graeme.bowles@tetratech.com	E-Mail:	Kim.Clayback@bradentonFL.gov

With a copy to: Blalock Walters, P.A.
Attn: Scott E. Rudacille, Esq.
802 11th Street West
Bradenton, Florida 34205
srudacille@blalockwalters.com

N. Any change in the City's Administrative Agent or the Consultant's Representative will be promptly communicated in writing by the party making the change.

O. Paragraph headings are for convenience of the parties and for reference purposes only and

shall be given no legal effect.

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

Consultant and City acknowledge having read and understood this Agreement and hereby agree to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the date last written below.

TETRA TECH, INC.

By: _____

Print Name: Mark A. Peterson
(Title of Authorized Representative)

Date: June 9, 2026

Title: SE Operations Manager, V.P.

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

1. Overview

The Consultant shall provide professional engineering services for projects within the utility work program consisting of studies, design, permitting, and certification for all types of environmental testing.

2. Assignment of Work

   A. Project sizes may vary, and tasks will be assigned based on individually negotiated work assignments.

   B. Consultant shall perform all the services specified in accordance with generally accepted professional standards. Consultant shall perform all services expeditiously with professional skill, care, and orderly progress of work.

   C. At least one (1) key personnel shall hold and maintain the state license(s) necessary to perform the requested work

   D. All work shall conform to and comply with applicable codes, laws, ordinances, regulations and restrictions.

3. Scope of Services

   A. The general scope of work to be provided to accomplish the City's objective includes a broad range of professional environmental testing services related to miscellaneous projects as may be designated by the City. The types of assignments that may be required during the duration of this Agreement include but are not necessarily limited to the following:

      1. Phase I Environmental Site Assessments
      2. Phase II/III Environmental Investigations
      3. Site Characterization/Soil and Groundwater Studies and Remediation
      4. Visible Emissions Testing
      5. Remedial Action Planning
      6. Risk Assessments
      7. Brownfield Investigations and Redevelopment
      8. Underground and Above Ground Storage Tank Management
      9. Asbestos Testing, Abatement Design, and Abatement Management
      10. Hazardous Waste Determinations
      11. Radon Testing

12. Indoor Air Quality
13. Mold Assessments
14. Lead-Based Paint Testing and Consulting
15. Materials corrosion
16. Dry and wet materials testing
17. Hazardous materials handling, treatment and/or disposal

B. Consultant shall work with all applicable Federal, State and Local regulatory agencies to remain compliant in all areas or work

C. Consultant shall complete and submit all required reports and documentation as required by the City and all applicable Federal, State and Local regulatory agencies.

EXHIBIT B
KEY PERSONNEL

Staff Name	Job Title
Mark Peterson, PG	Principal
Roberto Rolon, CIH, REM	Health and Safety
Graeme Bowles, PG	Project Manager
Jennifer Deal, PE	QA/QC Manager
Dave Giddens, PG	Environmental Lead
Heather Carolan	Ecological Lead
Martin Millburg, PE	Materials Testing Lead
Luis Garcia, PE	Environmental Engineering
Travis Vaughn, PG	Agency Coordination
Cole Larke	Field Operations Lead
Brook Longest	Brownfield Investigations
Timothy Ziegler, PE	Civil Engineering/Stormwater
James Madden, GISP	GIS
Jaime McClung, PE	Permitting Project
Nicole Bots	Wetland Specialist
Matt Shelton	Haz Materials Specialist
Tonya Erbland, CIAQP	Mold and Lead Based Paint
Ashby (Chip) Hoover, PE	Asbestos Testing and Survey
Mary Barton, PE	Air Quality and Radon Testing

EXHIBIT C
HOURLY RATES

Job Classification	Hourly Rate
Senior Project Advisor	$289.00
Senior Project Engineer/Scientist/Manager 4	$271.00
Senior Project Engineer/Scientist/Manager 3	$251.00
Senior Project Engineer/Scientist/Manager 2	$236.00
Senior Project Engineer/Scientist/Manager 1	$221.00
Project Engineer/Scientist/Manager 4	$201.00
Project Engineer/Scientist/Manager 3	$181.00
Project Engineer/Scientist/Manager 2	$166.00
Project Engineer/Scientist/Manager 1	$151.00
Engineer/Scientist 4	$136.00
Engineer/Scientist 3	$121.00
Engineer/Scientist 2	$106.00
Engineer/Scientist 1	$91.00
Technician 3	$101.00
Technician 2	$86.00
Technician 1	$71.00
CADD/GIS 3	$156.00
CADD/GIS 2	$121.00
CADD/GIS 1	$106.00
Project Advisor 4	$276.00

EXHIBIT C
HOURLY RATES

Project Advisor 3	$241.00
Project Advisor 2	$26.00
Project Advisor 1	$171.00
Project Controls Specialist 3	$151.00
Project Controls Specialist 2	$131.00
Project Controls Specialist 1	$111.00
Project Assistant	$91.00
Clerical	$76.00
Technical Expert	Project Specific
Expert Testimony	1.5 x hourly rate

AGENDA ITEM NO. 6.ac

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: July 22, 2026

SUBMITTED BY: Nicholas Toth, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Agreements for Engineering Continuing Services for Transportation Planning and Design with Transportation Planning and Design with Jacobs Engineering Group, Inc.; Kimley-Horn and Associates, Inc.; Mead and Hunt, Inc.; Pennoni Associates, Inc.; Stantec Consulting Services Inc.

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
On March 18, 2026, City of Bradenton advertised Request for Qualifications (RFQ) 26-022NT to select firms for Engineering Continuing Services for Transportation Planning and Design. Notice of this RFQ was made through OpenGov, 21,991 vendors were notified, 1169 vendors viewed the solicitation, and 12 vendors submitted a proposal. On April 30, 2026, a three-member evaluation committee gathered to review and score each of the proposals. Based on the ability of professional personnel, proposer's past performance and experience and project approach. Following scoring, five proposers were shortlisted to participate in a presentation and question and answer session on May 8, 2026. After the presentation and question and answer session with each of the firms, the Committee reconvened, deemed all firms qualified to perform the services and rank the proposers for a professional service library rotation. A notice of recommended award (NORA) for Kimley-Horn and Associates, Inc., Stantec Consulting Services Inc., Jacobs Engineering Group, Inc., Mead and Hunt, Inc., and Pennoni Associates, Inc. was approved on May 13, 2026. Purchasing is now

bringing forward the resulting contracts.

FINANCIAL IMPACT:
Funding encumbered at the time of work assignment issuance.

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

SUGGESTED MOTION:
Motion to approve Agreements for Engineering Continuing Services with Transportation Planning and Design with Jacobs Engineering Group, Inc.; Kimley-Horn and Associates, Inc.; Mead and Hunt, Inc.; Pennoni Associates, Inc.; Stantec Consulting Services Inc.

ATTACHMENTS:
Agreement with Jacobs Engineering Group, Inc.
Agreement with Kimley-Horn and Associates, Inc.
Agreement with Mead and Hunt, Inc.
Agreement with Pennoni Associates, Inc.
Agreement with Stantec Consulting Services, Inc.

AGREEMENT FOR
ENGINEERING CONTINUING SERVICES – TRANSPORTATION PLANNING AND DESIGN

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, **Jacobs Engineering Group, Inc.** a Florida corporation (the "Consultant").

WITNESSETH

WHEREAS, the City required a consultant to provide Engineering Continuing Services for Transportation Planning and Design; and

WHEREAS, the City issued Request for Qualifications (RFQ) #26-022NT on March 18, 2026 (the "Solicitation"); and

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

WHEREAS, the Consultant has reviewed the services required pursuant to this Agreement and is qualified, willing, and able to provide and perform all such services in accordance with its terms; and

WHEREAS, the parties desire to enter into a contract setting forth the terms and conditions of their agreement.

NOW, THEREFORE, the City and the Consultant, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, do agree as follows:

I. AGREEMENT DOCUMENTS AND SCOPE OF CONSULTANT'S SERVICES

The Scope of Services, Key Personnel, and Hourly Rates are attached hereto, and the Solicitation (including all attachments thereto) and the Consultant's Proposal are made part hereof by this reference, and the terms and provisions contained therein shall be incorporated into this Agreement as if fully stated herein (the documents attached hereto, this Agreement, and any Work Assignment(s) hereinafter issued pursuant to this Agreement shall be collectively referred to herein as the "Agreement Documents"). To the extent there is conflict among the terms and provisions of the Agreement Documents, the order of precedence shall be the order in which the Agreement Documents are listed below:

1. Agreement and any amendments;
2. Work Assignments;
3. Scope of Services;
4. Key Personnel;
5. Hourly Rates;
6. Solicitation and any addenda; and
7. Consultant's Proposal.

The Consultant agrees to diligently provide all materials, services, and labor for Engineering Continuing Services for Transportation Planning and Design in accordance with the Scope of Services, attached as Exhibit A incorporated herein (the "Services").

II. TERM

This Agreement shall commence immediately upon execution by both the City and the Consultant and shall continue for an initial period of three (3) years. The Agreement may be renewed for up to two (2) additional one-year periods by written Agreement of both parties.

III. WORK ASSIGNMENTS

A. Consultant shall be engaged to perform specific work through the issuance of a negotiated work assignment ("Work Assignment").

B. Consultant acknowledges that the City has entered into multiple agreements with various firms (collectively with Consultant, the "Firms") for the Services and Work Assignments shall be issued on a rotational basis.

1. Work Assignments shall be issued in accordance with §287.055(2)(g). F.S
2. For each services category identified in the Scope of Services (the "Service Categories"), Purchasing will place the Firms in the City's professional services library in the order they are ranked, with the highest scoring Firm placed in the first position in the rotation.
3. As each Work Assignment is identified, the next Firm in the rotation will be offered the opportunity to negotiate that Work Assignment with the City's Administrative Agent.
4. Should a Firm decline a Work Assignment, fail to respond, or be unable to reach a satisfactory fee negotiation with the City within a reasonable time frame, the City will contact the next Firm on the list until the Work Assignment is successfully negotiated.
    i. Firms will have the option of rejecting one (1) Work Assignment within each Service Category within a twelve-month period without penalty. A second Work Assignment rejection within a Service Category during any twelve-month period will cause the Firm to be skipped in the rotation for the subsequent Work Assignment within the Service Category. A Firm who rejects three (3) Work Assignments (or is unable to satisfactorily negotiate three (3) Work Assignments) in any twelve-month period will be removed from the Service Category.
    ii. Firms wishing to reject a Work Assignment for any reason must provide a rejection notification document in form and substance satisfactory to the City. A copy of this form must be provided to Purchasing by the City's Administrative Agent.
5. After notification by the City, the Consultant and City shall negotiate a scope of work, time schedule, and budget for performance of the work. When the scope of work, time schedule and budget are mutually agreeable, the Work Assignment shall be executed by the parties.

C. Consultant will identify and provide qualifications of sub-consultants during the Work Assignment negotiations. The City reserves the right to review and approve all sub-consultants identified in the Work Assignment prior to execution of the Work Assignment.

D. Amendments to Work Assignments shall reference original Work Assignment scope and all items as detailed in section III.B.5 to which they relate. No amendment to a Work Assignment is enforceable unless agreed to in writing by both parties and incorporated into this

Agreement.

E. If the City's Administrative Agent requires the Consultant to perform additional services related to a Work Assignment, then the Consultant shall be entitled to additional compensation based on the Hour Rates, as amended, to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Agreement by written amendment. The City shall not pay for any additional services or work performed prior to the execution of a written amendment to the Work Assignment.

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

G. Notwithstanding the foregoing, the City reserves the right, in its sole discretion, to disregard the rotation in any Service Category and select ("Direct select") a specific firm to perform the required services.

IV. TERMINATION OF WORK ASSIGNMENTS

The City shall have the right at any time to terminate a Work Assignment. In that event, the Consultant shall cease work and shall deliver to the City all documents (including reports, designs, specifications, and all other data) prepared or obtained by the Consultant in connection with the Work Assignment. The City shall, upon receipt of the aforesaid documents, pay to the Consultant and the Consultant shall accept as full payment for its services, a sum of money equal to (1) the fee for each completed and accepted task as shown in the Work Assignment, plus (2) the fee for the percentage of the work completed in any authorized but completed task, less (3) all previous payments made for the same task.

V. COMPENSATION AND PAYMENT OF CONSULTANT'S SERVICE

A. Each Work Assignment shall include all profit, direct and indirect labor costs, personnel related costs, overhead and administrative costs, travel related out-of-pocket expenses and costs, and all other costs which are necessary to provide the services as outlined in this Agreement. Mark-up for sub-contracted services shall not exceed 10% of actual cost.

B. Consultant acknowledges and agrees that no minimum amount of work is guaranteed under this Agreement and City may elect not to issue any Work Assignments. If a Work Assignment is issued, the City reserves the right to amend, reduce or cancel the Work Assignment in its sole discretion.

C. Consultant represents and warrants that wage rates and other factual unit costs supporting the compensation relative to this Agreement shall be accurate, complete, and current at the time of entering into this Agreement. The amounts set forth in the Agreement will be adjusted to exclude any significant sums by which the Contract Price was increased where the City determines such increase is due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such adjustments must be made within one year following completion of the Agreement.

D. The City's performance and obligations to pay under this Agreement is contingent up on an appropriation of lawfully available funds by the City Council. The City shall promptly notify the

Consultant if the necessary appropriation is not made.

VI. METHOD OF PAYMENT

A. The City shall pay the Consultant in accordance with the Local Government Prompt Payment Act set forth in §218.70, et seq. F.S., upon receipt of the Consultant's invoice and written approval of same by the City's Administrative Agent indicating that the Services have been rendered in conformity with this Agreement.

B. The Consultant shall submit invoices for payment to the address indicated on the Work Assignment(s)for the Services completed. The invoices shall set forth the charges for the completed Services in accordance with the Hourly Rates attached hereto and incorporated herein as Exhibit C.

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.

VII. LIABILITY OF CONSULTANT

A. The Consultant shall indemnify and hold harmless the agency, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract.

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

VIII. CONSULTANT'S INSURANCE

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

IX. RESPONSIBILITIES OF THE CONSULTANT

A. Consultant acknowledges that it is familiar with the requirements of the Agreement Documents, and that it will perform the Services as required.

B. The Consultant agrees to respond to communication from the City within three (3) working days unless a shorter response time is specified by the City.

C. The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all reports, designs, specifications, other documents and data used or produced by or at the behest of the Consultant under this Agreement. The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in its reports, designs, specifications, other documents and data.

D. The Consultant warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Consultant) to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.

E. Consultant agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Consultant's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Agreement in accordance with the provisions contained herein.

F. The Consultant shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

G. The Consultant shall maintain books, records, documents, and other evidence directly pertaining to or connected with the Services under this Agreement which shall be available and accessible at the Consultant's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives. Such records shall be retained for a minimum of five (5) fiscal years (From October to September) after completion of the Services.

H. The Consultant shall notify the City's Administrative Agent at least one (1) day in advance of any meeting between the Consultant and any City Council Member, regulatory agency or private citizen relating to this Agreement.

I. The Consultant is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. The Consultant is not an employee, agent or servant of the City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Consultant sole direction, supervision and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all aspects the Consultant's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. Consultant shall be solely responsible for providing benefits and insurance to its employees.

J. The Consultant understands and acknowledges that pursuant to Ch. 934, F.S., Security of Communications; Surveillance, the City DOES NOT CONSENT to the interception and/or disclosure of its oral, wire, or electronic communications. Accordingly, the Consultant warrants it will not utilize nor deploy any electronic, mechanical, or other device (including bots, Artificial Intelligence, or similar software) to record, transcribe, or monitor any such communication during any non-public, in-person or virtual meetings between itself and the City. Consultant activities contrary to this warranty may constitute a felony under Ch. 934, implicate Ch. 119, F.S., Public Records, and/or constitute a material breach of this section and/or other section(s) of this Agreement (e.g. Records Retention, Audits, Ethics, Compliance, and Civility). Only duly authorized City personnel may grant an exception to this prohibition on a case-by-case basis.

X. OWNERSHIP, USE AND FORMATTING OF WORK PRODUCTS

A. It is understood and agreed that the work products, including reports, designs, specifications, other documents and data developed by the Consultant in connection with the Services shall be delivered to, and shall become the property of the City upon acceptance by the City. The Consultant hereby assigns all its copyright and other proprietary interests in the products of this Agreement to the City. Specific written authority is required from the City's Administrative

Agent for the Consultant to use any of the work products of this Agreement on any non-City project.

B. Notwithstanding the above, any reuse of the work products by the City on other projects will be at the risk of the City.

C. The City records all land related changes and/or activities in a Geographic Information System (GIS), the applicable version of which shall be stated in the scope. Therefore, all GIS or Computer Aided Drafting (CAD) formatted data created or modified in support of a project will be provided to the City as a project deliverable for inclusion into the City's GIS, at no additional cost. GIS data files submitted in support of a project must adhere to City GIS standards, and CAD drawings submitted must adhere to City CAD standards.

D. Computer systems and databases used for providing the documents necessary to this Agreement shall be compatible with existing City systems. City PCs run the latest version of the Windows operating system and Windows-based compatible software. Additional detail regarding City technology and system may be obtained by contacting the City's Information Technology Department.

XI. FORCE MAJEURE; PERFORMANCE OF CONSULTANT'S PERSONNEL

A. Time is of the essence in the performance of this Agreement. The Consultant specifically agrees that all work performed under the terms and conditions of this Agreement shall be completed within the time limits as set forth herein, or as otherwise identified in the Agreement Documents or as specified by the City's Administrative Agent, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

B. The Consultant shall ensure that all key personnel, support personnel, and other agents as identified in Exhibit B are fully qualified and capable to perform their assigned tasks. Any changes or substitution to the Consultant's key personnel must receive the City's Administrative Agent's written approval before said changes or substitution can become effective.

XII. OBLIGATIONS OF THE CITY

A. The City's Administrative Agent is designated to do all things necessary to properly administer the terms and conditions of this Agreement, including, but not limited to:

1. Review of all Consultant payment requests for approval or rejection; and
2. Periodic reviews of the work of the Consultant as necessary for the completion of the Consultant's services during the period of this Agreement.

B. The City shall not provide any services to the Consultant in connection with any claim brought on behalf of or against the Consultant.

XIII. TERMINATION

A. The City shall have the right at any time upon thirty (30) calendar days' written notice to the

Consultant to terminate the Services of the Consultant for convenience. In the event of termination pursuant to this paragraph, the City shall pay to the Consultant and the Consultant shall accept as full payment for its Services, a sum of money equal to the work completed in any commenced but incomplete Services.

B. Any failure of the Consultant to satisfy the requirements of this Agreement, as documented by the Administrative Agent, shall be considered a default of the Agreement and sufficient reason for termination.

    1. For defaults that are curable (as determined solely by the City), the Consultant shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification.

    2. For defaults that are not curable (as determined solely by the City), notice of the termination date shall be given as deemed appropriate by the City.

C. In the event the City's termination of this Agreement for default is in any way deficient, at the option of the City such termination may be deemed to be a termination for convenience pursuant to Section XIV.A. above.

D. The parties may mutually agree to terminate this Agreement. Such termination shall be evidenced by a notice issued by the City. In the event of termination pursuant to this paragraph, the City shall pay to the Consultant and the Consultant shall accept as full payment for its Services, a sum of money equal to the work completed in any commenced but incomplete Services.

E. In the event that the Consultant has abandoned performance under this Agreement, then the City may terminate this Agreement upon three (3) calendar days' written notice to the Consultant indicating its intention to do so. Payment for work performed prior to the Consultant's abandonment shall be as stated in paragraph XII.D. above. Consultant shall have one hundred and eighty (180) days from the effective date of such termination to submit invoices. Invoices submitted more than one hundred and eighty (180) days after the effective date of such termination may not be accepted for payment.

F. The Consultant shall have the right to terminate Services only in the event of the City failing to pay the Consultant's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Administrative Agent.

G. The City reserves the right to terminate and cancel this Agreement in the event the Consultant shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors.

H. After consultation with and written notice to the Consultant providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to:

    1. The quality of a portion, or all, of the Consultant's work not performed in accordance with the requirements of this Agreement;

    2. The quantity of the Consultant's work not delivered or performed as represented in the Consultant's Payment Request, or otherwise;

    3. Claims made, or likely to be made, against the City or its property;

    4. Damages to the City or a third party caused by the Consultant;

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

XIV. STOP WORK ORDER

A. The City's Administrative Agent, may at any time, by written order to the Consultant, require the Consultant to stop all or any part of the work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Consultant. Upon receipt of such as order, the Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Consultant shall not resume work unless specifically so directed in writing by the City. Before the stop work order expires unless it is extended, the Administrative Agent shall take one of the following actions:

1. Cancel the stop work order; or
2. Terminate the work covered by the order; or
3. Terminate this Agreement in accordance with the provisions contained in Section XIV.A.

B. In the event the City elects not to direct the Consultant to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XIV.A. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not direct the Consultant to resume work within ninety (90) days, the Consultant may terminate this Agreement.

XV. DISPUTE RESOLUTION

A. To the extent Chapter 558, F.S. is applicable, the parties expressly opt out of the requirements of Chapter 558, F.S., within the meaning of §558.005(1), F.S.

B. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Manatee County, Florida, with the parties sharing equally in the cost of such mediation.

C. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

D. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Manatee County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

E. The parties hereby waive all rights to trial by jury for any litigation concerning this Agreement.

F. This Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.

G. Unless otherwise agreed in writing, the Consultant shall be required to continue its service and all other obligations under this Agreement during the pendency of any claim or dispute including, but not limited to, the actual period of mediation or judicial proceeding.

XVI. PUBLIC RECORDS

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

City of Bradenton
City Clerk
101 Old Main Street
Bradenton, FL 34205

Phone: 941-932-9400
Email: Cityclerk@Cityofbradenton.com

XVII. MISCELLANEOUS

A. The Agreement Documents constitute the sole and complete understanding between the parties and supersede all other Agreements between them, whether oral or written with respect to the subject matter. No amendment, change order or addendum to the Agreement Documents is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

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

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

D. If the Consultant is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

E. The Consultant shall not assign or transfer any rights, interests, or obligations under this Agreement (whether by novation or otherwise) without the prior written consent of the City, except that claims for the money due or to become due to the Consultant from the City under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the City. Written notice of any such transfer or assignment due to bankruptcy shall be promptly given to the City.

F. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

G. The failure of any party hereto to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of such party's rights or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

H. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be unaffected thereby and shall remain valid and enforceable as to each party.

I. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

J. Neither the City's review, approval or acceptance of, nor payment for, the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement.

K. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies available at law or in equity.

L. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

M. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the address below:

Consultant's Representative:		City's Administrative Agent:	
Name:	Steve Wallace, PE	Name:	Kristofer Eccles, PE
Title:	Principal Engineer (VP/Global Technologist)	Title:	Senior Engineering Manager
Address:	5401 W Kennedy Blvd, Suite 300	Address:	888 13th Ave E.
	Tampa, FL 33609		Bradenton, FL 34208
Telephone:	813-495-0659	Telephone:	941-462-1996
E-Mail:	Steve.wallace@jacobs.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

N. Any change in the City's Administrative Agent or the Consultant's Representative will be promptly communicated in writing by the party making the change.

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

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

Consultant and City acknowledge having read and understood this Agreement and hereby agree to be bound by its terms and conditions.

AGREEMENT FOR
ENGINEERING CONTINUING SERVICES – TRANSPORTATION PLANNING AND DESIGN

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the date last written below.

JACOBS ENGINEERING GROUP, INC.

By: _____

Print Name: Joseph Martin
(Title of Authorized Representative)

Date: 6/30/2026

Title: Florida Transportation Department 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. Overview

The Consultant shall provide professional engineering services for projects within the utility work program consisting of studies, design, permitting, and certification for all types of transportation-traffic engineering services.

II. Assignment of Work

A. Project sizes may vary, and tasks will be assigned based on individually negotiated work assignments.
B. Consultant shall perform all the services specified in accordance with generally accepted professional standards. Consultant shall perform all services expeditiously with professional skill, care, and orderly progress of work.
C. At least one (1) key personnel shall hold and maintain the state license(s) necessary to perform the requested work
D. All work shall conform to and comply with applicable codes, laws, ordinances, regulations and restrictions.

III. Scope of Services

A. This category of work includes professional engineering design services associated with Public Works Utilities. The work may include, but is not limited to pre-design services, design services, and Services During Construction (SDC) which shall include field and/or office administration tasks.

B. Projects may include but not limited to:

1. Traffic analysis and planning
2. Transportation planning
3. Regional master planning
4. Computer modeling of traffic/trip generation data
5. Traffic impact analysis
6. Roadway engineering
7. Pavement evaluations
8. Signalization design
9. Corridor studies
10. Traffic calming plans
11. Parking needs analysis
12. Intersection analysis
13. Site distance analysis

14. Circulation analysis
15. Traffic control plans
16. Geometric design
17. Site design for traffic flow
18. Value engineering

C. Pre-Design Phase Services

The Consultant shall produce a draft scope of services for the work to be perform as part of the design phase with in thirty (30) days of the City scheduled pre-design kick off meeting.

D. Design Phase Services

The Consultant shall design, permit, and provide bid phase services during the design phase. The services may include, but not limited to:

1. Provide project management services
2. Prepare feasibility studies, investigative studies, route analysis, and preliminary design reports.
3. Participate in the site and development processes.
4. Development of design plans, technical specifications, and related items for bidding projects.
5. Prepare and submit applicable permit application to the appropriate regulatory agencies and respond to Request for Addition Information for individual permits
6. Provide easement and property acquisition assistance, including preparation of legal descriptions and sketches.
7. Provide bid phase services.
8. Coordinate with other disciplines
9. Participate in collaborative project workshops, and public outreach efforts.
10. Compliance with local, state, and federal ordinances and codes.
11. Prepare record drawings

E. Construction Phase Services

SDC provided by the Consultant may include, but not limited to:

1. Provide general program management and maintain routing contact to discuss progress and project developments with the City.
2. Lead, participate and manage pre-construction meetings, providing minutes, if

applicable.

3. Review Requests for Information, submittals, verify quantities, and similar items during the construction phase.
4. Review pay applications, change orders, schedules, progress reports, and as-built drawings.
5. Observe construction projects, prepare daily inspection reports, take photographs and provide to the City's Project Manager.

EXHIBIT B
KEY PERSONNEL

TITLE	PERSONNEL NAME
Principal Engineer (VP/Global Technologist)	Chris Sharek, PE, BCEE, ENV SP
Principal Engineer (VP/Global Technologist)	Steve Wallace, PE
Principal Engineer (VP/Global Technologist)	Ken Wooten, PE
Project Manager 3	Tom Ross, PE
Senior Engineer 1	Robert Grubel
Project Manager 3	Eddie Joyner, PE
Senior Engineer 3	Andre Reaume, PE
Regional Technologist/Specialist	Ernest Sackey, PE
Senior Engineer 1	Imran Shah, PE
Senior Engineer 3	Colleen Ross, PE
Engineer 1	Sonal Dodia, PE
Engineer 2	Michael Baker, AICP
Project Manager 1	Felicia Kirby, PE, PMP
Principal Engineer (VP/Global Technologist)	Bill Gramer, PE, AICP
Engineer 2	Nathan Lunsford, PE

EXHIBIT B
KEY PERSONNEL

Engineer 3	Nick De Ciccio, PE
Senior Engineer 1	Romain Gayet, PE
Senior Engineer 2	Kevin Heldorfer
Senior Engineer 3	DeeAngela Tjikueni, PE
Engineer 2	Zach Sespico, PE
Senior Engineer 2	David Hernandez
Regional Technologist/Specialist	Jason Bird, CFM

EXHIBIT C
HOURLY RATES

TITLE	HOURLY RATE
Administrative	$114.33
CADD Technician	$119.48
CADD Drafter	$126.69
Senior CADD Technician	$156.56
Client Service Manager	$277.07
Community Outreach Specialist	$192.61
Construction Inspector	$144.20
Construction Manager	$180.25
Designer	$126.69
Engineering Intern 1	$126.69
Engineering Intern 2	$132.87
Engineer 1	$139.05
Engineer 2	$159.65
Engineer 3	$180.25
Senior Engineer 1	$204.97
Senior Engineer 2	$234.84
Senior Engineer 3	$277.07
Field Technician	$114.33
Environmental Scientist 1	$119.48
Environmental Scientist 2	$144.20

AGREEMENT FOR
ENGINEERING CONTINUING SERVICES – TRANSPORTATION PLANNING AND DESIGN

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 Continuing Services for Transportation Planning and Design; and

WHEREAS, the City issued Request for Qualifications (RFQ) #26-022NT on March 18, 2026 (the "Solicitation"); and

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

WHEREAS, the Consultant has reviewed the services required pursuant to this Agreement and is qualified, willing, and able to provide and perform all such services in accordance with its terms; and

WHEREAS, the parties desire to enter into a contract setting forth the terms and conditions of their agreement.

NOW, THEREFORE, the City and the Consultant, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, do agree as follows:

I. AGREEMENT DOCUMENTS AND SCOPE OF CONSULTANT'S SERVICES

The Scope of Services, Key Personnel, and Hourly Rates are attached hereto, and the Solicitation (including all attachments thereto) and the Consultant's Proposal are made part hereof by this reference, and the terms and provisions contained therein shall be incorporated into this Agreement as if fully stated herein (the documents attached hereto, this Agreement, and any Work Assignment(s) hereinafter issued pursuant to this Agreement shall be collectively referred to herein as the "Agreement Documents"). To the extent there is conflict among the terms and provisions of the Agreement Documents, the order of precedence shall be the order in which the Agreement Documents are listed below:

1. Agreement and any amendments;
2. Work Assignments;
3. Scope of Services;
4. Key Personnel;
5. Hourly Rates;
6. Solicitation and any addenda; and
7. Consultant's Proposal.

The Consultant agrees to diligently provide all materials, services, and labor for Engineering Continuing Services for Transportation Planning and Design in accordance with the Scope of Services, attached as Exhibit A incorporated herein (the "Services").

II. TERM

This Agreement shall commence immediately upon execution by both the City and the Consultant and shall continue for an initial period of three (3) years. The Agreement may be renewed for up to two (2) additional one-year periods by written Agreement of both parties.

III. WORK ASSIGNMENTS

A. Consultant shall be engaged to perform specific work through the issuance of a negotiated work assignment ("Work Assignment").

B. Consultant acknowledges that the City has entered into multiple agreements with various firms (collectively with Consultant, the "Firms") for the Services and Work Assignments shall be issued on a rotational basis.

1. Work Assignments shall be issued in accordance with §287.055(2)(g). F.S
2. For each services category identified in the Scope of Services (the "Service Categories"), Purchasing will place the Firms in the City's professional services library in the order they are ranked, with the highest scoring Firm placed in the first position in the rotation.
3. As each Work Assignment is identified, the next Firm in the rotation will be offered the opportunity to negotiate that Work Assignment with the City's Administrative Agent.
4. Should a Firm decline a Work Assignment, fail to respond, or be unable to reach a satisfactory fee negotiation with the City within a reasonable time frame, the City will contact the next Firm on the list until the Work Assignment is successfully negotiated.
    i. Firms will have the option of rejecting one (1) Work Assignment within each Service Category within a twelve-month period without penalty. A second Work Assignment rejection within a Service Category during any twelve-month period will cause the Firm to be skipped in the rotation for the subsequent Work Assignment within the Service Category. A Firm who rejects three (3) Work Assignments (or is unable to satisfactorily negotiate three (3) Work Assignments) in any twelve-month period will be removed from the Service Category.
    ii. Firms wishing to reject a Work Assignment for any reason must provide a rejection notification document in form and substance satisfactory to the City. A copy of this form must be provided to Purchasing by the City's Administrative Agent.
5. After notification by the City, the Consultant and City shall negotiate a scope of work, time schedule, and budget for performance of the work. When the scope of work, time schedule and budget are mutually agreeable, the Work Assignment shall be executed by the parties.

C. Consultant will identify and provide qualifications of sub-consultants during the Work Assignment negotiations. The City reserves the right to review and approve all sub-consultants identified in the Work Assignment prior to execution of the Work Assignment.

D. Amendments to Work Assignments shall reference original Work Assignment scope and all items as detailed in section III.B.5 to which they relate. No amendment to a Work Assignment is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

E. If the City's Administrative Agent requires the Consultant to perform additional services related to a Work Assignment, then the Consultant shall be entitled to additional compensation based on the Hour Rates, as amended, to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Agreement by written amendment. The City shall not pay for any additional services or work performed prior to the execution of a written amendment to the Work Assignment.

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

G. Notwithstanding the foregoing, the City reserves the right, in its sole discretion, to disregard the rotation in any Service Category and select ("Direct select") a specific firm to perform the required services.

IV. TERMINATION OF WORK ASSIGNMENTS

The City shall have the right at any time to terminate a Work Assignment. In that event, the Consultant shall cease work and shall deliver to the City all documents (including reports, designs, specifications, and all other data) prepared or obtained by the Consultant in connection with the Work Assignment. The City shall, upon receipt of the aforesaid documents, pay to the Consultant and the Consultant shall accept as full payment for its services, a sum of money equal to (1) the fee for each completed and accepted task as shown in the Work Assignment, plus (2) the fee for the percentage of the work completed in any authorized but completed task, less (3) all previous payments made for the same task.

V. COMPENSATION AND PAYMENT OF CONSULTANT'S SERVICE

A. Each Work Assignment shall include all profit, direct and indirect labor costs, personnel related costs, overhead and administrative costs, travel related out-of-pocket expenses and costs, and all other costs which are necessary to provide the services as outlined in this Agreement. Mark-up for sub-contracted services shall not exceed 10% of actual cost.

B. Consultant acknowledges and agrees that no minimum amount of work is guaranteed under this Agreement and City may elect not to issue any Work Assignments. If a Work Assignment is issued, the City reserves the right to amend, reduce or cancel the Work Assignment in its sole discretion.

C. Consultant represents and warrants that wage rates and other factual unit costs supporting the compensation relative to this Agreement shall be accurate, complete, and current at the time of entering into this Agreement. The amounts set forth in the Agreement will be adjusted to exclude any significant sums by which the Contract Price was increased where the City determines such increase is due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such adjustments must be made within one year following

completion of the Agreement.

D. The City's performance and obligations to pay under this Agreement is contingent up on an appropriation of lawfully available funds by the City Council. The City shall promptly notify the Consultant if the necessary appropriation is not made.

VI. METHOD OF PAYMENT

A. The City shall pay the Consultant in accordance with the Local Government Prompt Payment Act set forth in §218.70, et seq. F.S., upon receipt of the Consultant's invoice and written approval of same by the City's Administrative Agent indicating that the Services have been rendered in conformity with this Agreement.

B. The Consultant shall submit invoices for payment to the address indicated on the Work Assignment(s)for the Services completed. The invoices shall set forth the charges for the completed Services in accordance with the Hourly Rates attached hereto and incorporated herein as Exhibit C.

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.

VII. LIABILITY OF CONSULTANT

A. The Consultant shall indemnify and hold harmless the agency, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract.

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

VIII. CONSULTANT'S INSURANCE

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

IX. RESPONSIBILITIES OF THE CONSULTANT

A. Consultant acknowledges that it is familiar with the requirements of the Agreement Documents, and that it will perform the Services as required.

B. The Consultant agrees to respond to communication from the City within three (3) working days unless a shorter response time is specified by the City.

C. The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all reports, designs, specifications, other documents and data used or produced by or at the behest of the Consultant under this Agreement. The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in its reports, designs, specifications, other documents and data.

D. The Consultant warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Consultant) to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation,

individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.

E. Consultant agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Consultant's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Agreement in accordance with the provisions contained herein.

F. The Consultant shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

G. The Consultant shall maintain books, records, documents, and other evidence directly pertaining to or connected with the Services under this Agreement which shall be available and accessible at the Consultant's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives. Such records shall be retained for a minimum of five (5) fiscal years (From October to September) after completion of the Services.

H. The Consultant shall notify the City's Administrative Agent at least one (1) day in advance of any meeting between the Consultant and any City Council Member, regulatory agency or private citizen relating to this Agreement.

I. The Consultant is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. The Consultant is not an employee, agent or servant of the City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Consultant sole direction, supervision and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all aspects the Consultant's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. Consultant shall be solely responsible for providing benefits and insurance to its employees.

J. The Consultant understands and acknowledges that pursuant to Ch. 934, F.S., Security of Communications; Surveillance, the City DOES NOT CONSENT to the interception and/or disclosure of its oral, wire, or electronic communications. Accordingly, the Consultant warrants it will not utilize nor deploy any electronic, mechanical, or other device (including bots, Artificial Intelligence, or similar software) to record, transcribe, or monitor any such communication during any non-public, in-person or virtual meetings between itself and the City. Consultant activities contrary to this warranty may constitute a felony under Ch. 934, implicate Ch. 119, F.S., Public Records, and/or constitute a material breach of this section and/or other section(s) of this Agreement (e.g. Records Retention, Audits, Ethics, Compliance, and Civility). Only duly authorized City personnel may grant an exception to this prohibition on a case-by-case basis.

X. OWNERSHIP, USE AND FORMATTING OF WORK PRODUCTS

A. It is understood and agreed that the work products, including reports, designs, specifications,

other documents and data developed by the Consultant in connection with the Services shall be delivered to, and shall become the property of the City upon acceptance by the City. The Consultant hereby assigns all its copyright and other proprietary interests in the products of this Agreement to the City. Specific written authority is required from the City's Administrative Agent for the Consultant to use any of the work products of this Agreement on any non-City project.

B. Notwithstanding the above, any reuse of the work products by the City on other projects will be at the risk of the City.

C. The City records all land related changes and/or activities in a Geographic Information System (GIS), the applicable version of which shall be stated in the scope. Therefore, all GIS or Computer Aided Drafting (CAD) formatted data created or modified in support of a project will be provided to the City as a project deliverable for inclusion into the City's GIS, at no additional cost. GIS data files submitted in support of a project must adhere to City GIS standards, and CAD drawings submitted must adhere to City CAD standards.

D. Computer systems and databases used for providing the documents necessary to this Agreement shall be compatible with existing City systems. City PCs run the latest version of the Windows operating system and Windows-based compatible software. Additional detail regarding City technology and system may be obtained by contacting the City's Information Technology Department.

XI. FORCE MAJEURE; PERFORMANCE OF CONSULTANT'S PERSONNEL

A. Time is of the essence in the performance of this Agreement. The Consultant specifically agrees that all work performed under the terms and conditions of this Agreement shall be completed within the time limits as set forth herein, or as otherwise identified in the Agreement Documents or as specified by the City's Administrative Agent, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

B. The Consultant shall ensure that all key personnel, support personnel, and other agents as identified in Exhibit B are fully qualified and capable to perform their assigned tasks. Any changes or substitution to the Consultant's key personnel must receive the City's Administrative Agent's written approval before said changes or substitution can become effective.

XII. OBLIGATIONS OF THE CITY

A. The City's Administrative Agent is designated to do all things necessary to properly administer the terms and conditions of this Agreement, including, but not limited to:

1. Review of all Consultant payment requests for approval or rejection; and
2. Periodic reviews of the work of the Consultant as necessary for the completion of the Consultant's services during the period of this Agreement.

B. The City shall not provide any services to the Consultant in connection with any claim brought on behalf of or against the Consultant.

XIII. TERMINATION

A. The City shall have the right at any time upon thirty (30) calendar days' written notice to the Consultant to terminate the Services of the Consultant for convenience. In the event of termination pursuant to this paragraph, the City shall pay to the Consultant and the Consultant shall accept as full payment for its Services, a sum of money equal to the work completed in any commenced but incomplete Services.

B. Any failure of the Consultant to satisfy the requirements of this Agreement, as documented by the Administrative Agent, shall be considered a default of the Agreement and sufficient reason for termination.

   1. For defaults that are curable (as determined solely by the City), the Consultant shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification.

   2. For defaults that are not curable (as determined solely by the City), notice of the termination date shall be given as deemed appropriate by the City.

C. In the event the City's termination of this Agreement for default is in any way deficient, at the option of the City such termination may be deemed to be a termination for convenience pursuant to Section XIV.A. above.

D. The parties may mutually agree to terminate this Agreement. Such termination shall be evidenced by a notice issued by the City. In the event of termination pursuant to this paragraph, the City shall pay to the Consultant and the Consultant shall accept as full payment for its Services, a sum of money equal to the work completed in any commenced but incomplete Services.

E. In the event that the Consultant has abandoned performance under this Agreement, then the City may terminate this Agreement upon three (3) calendar days' written notice to the Consultant indicating its intention to do so. Payment for work performed prior to the Consultant's abandonment shall be as stated in paragraph XII.D. above. Consultant shall have one hundred and eighty (180) days from the effective date of such termination to submit invoices. Invoices submitted more than one hundred and eighty (180) days after the effective date of such termination may not be accepted for payment.

F. The Consultant shall have the right to terminate Services only in the event of the City failing to pay the Consultant's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Administrative Agent.

G. The City reserves the right to terminate and cancel this Agreement in the event the Consultant shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors.

H. After consultation with and written notice to the Consultant providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to:

   1. The quality of a portion, or all, of the Consultant's work not performed in accordance with the requirements of this Agreement;

   2. The quantity of the Consultant's work not delivered or performed as represented in

the Consultant's Payment Request, or otherwise;

3. Claims made, or likely to be made, against the City or its property;
4. Damages to the City or a third party caused by the Consultant;
5. The Consultant's failure or refusal to perform any obligation under this Agreement.

XIV. STOP WORK ORDER

A. The City's Administrative Agent, may at any time, by written order to the Consultant, require the Consultant to stop all or any part of the work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Consultant. Upon receipt of such as order, the Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Consultant shall not resume work unless specifically so directed in writing by the City. Before the stop work order expires unless it is extended, the Administrative Agent shall take one of the following actions:

1. Cancel the stop work order; or
2. Terminate the work covered by the order; or
3. Terminate this Agreement in accordance with the provisions contained in Section XIV.A.

B. In the event the City elects not to direct the Consultant to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XIV.A. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not direct the Consultant to resume work within ninety (90) days, the Consultant may terminate this Agreement.

XV. DISPUTE RESOLUTION

A. To the extent Chapter 558, F.S. is applicable, the parties expressly opt out of the requirements of Chapter 558, F.S., within the meaning of §558.005(1), F.S.

B. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Manatee County, Florida, with the parties sharing equally in the cost of such mediation.

C. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

D. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Manatee County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

E. The parties hereby waive all rights to trial by jury for any litigation concerning this Agreement.

F. This Agreement and the rights and obligations of the parties shall be governed by the laws of

the State of Florida without regard to its conflict of laws principles.

G. Unless otherwise agreed in writing, the Consultant shall be required to continue its service and all other obligations under this Agreement during the pendency of any claim or dispute including, but not limited to, the actual period of mediation or judicial proceeding.

XVI. PUBLIC RECORDS

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

City of Bradenton
City Clerk
101 Old Main Street
Bradenton, FL 34205

Phone: 941-932-9400
Email: Cityclerk@Cityofbradenton.com

XVII. MISCELLANEOUS

A. The Agreement Documents constitute the sole and complete understanding between the parties and supersede all other Agreements between them, whether oral or written with respect to the subject matter. No amendment, change order or addendum to the Agreement Documents is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

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

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

D. If the Consultant is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

E. The Consultant shall not assign or transfer any rights, interests, or obligations under this Agreement (whether by novation or otherwise) without the prior written consent of the City, except that claims for the money due or to become due to the Consultant from the City under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the City. Written notice of any such transfer or assignment due to bankruptcy shall be promptly given to the City.

F. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

G. The failure of any party hereto to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of such party's rights or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

H. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be unaffected thereby and shall remain valid and enforceable as to each party.

I. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

J. Neither the City's review, approval or acceptance of, nor payment for, the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement.

K. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies available at law or in equity.

L. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

M. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the address below:

Consultant's Representative:		City's Administrative Agent:	
Name:	Jordan Leep, PE, PMP	Name:	Kristofer Eccles, PE
Title:	Senior Vice President	Title:	Senior Engineering Manager
Address:	1800 2nd Street, Suite 900, Sarasota, FL 34236	Address:	888 13th Ave E, Bradenton, FL 34208
Telephone:	941-379-7647	Telephone:	941-462-1996
E-Mail:	Jordan.leep@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

N. Any change in the City's Administrative Agent or the Consultant's Representative will be promptly communicated in writing by the party making the change.

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

P. The Solicitation and all attachments and addenda thereto are hereby incorporated in the

Agreement by this reference.

Consultant and City acknowledge having read and understood this Agreement and hereby agree to be bound by its terms and conditions.

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: _____

Print Name: Jordan Leep, PE
(Title of Authorized Representative)

Date: 6/17/2026

Title: Sr. Vice President

CITY OF BRADENTON

By: _____
GENE BROWN
Mayor

Date: _____

ATTEST:

By: _____
TAMARA MELTON
City Clerk

Approved as to form:

By: _____
SCOTT E. RUDACILLE
City Attorney

EXHIBIT A
SCOPE OF SERVICES

I. Overview

The Consultant shall provide professional engineering services for projects within the utility work program consisting of studies, design, permitting, and certification for all types of transportation-traffic engineering services.

II. Assignment of Work

A. Project sizes may vary, and tasks will be assigned based on individually negotiated work assignments.
B. Consultant shall perform all the services specified in accordance with generally accepted professional standards. Consultant shall perform all services expeditiously with professional skill, care, and orderly progress of work.
C. At least one (1) key personnel shall hold and maintain the state license(s) necessary to perform the requested work
D. All work shall conform to and comply with applicable codes, laws, ordinances, regulations and restrictions.

III. Scope of Services

A. This category of work includes professional engineering design services associated with Public Works Utilities. The work may include, but is not limited to pre-design services, design services, and Services During Construction (SDC) which shall include field and/or office administration tasks.

B. Projects may include but not limited to:

1. Traffic analysis and planning
2. Transportation planning
3. Regional master planning
4. Computer modeling of traffic/trip generation data
5. Traffic impact analysis
6. Roadway engineering
7. Pavement evaluations
8. Signalization design
9. Corridor studies
10. Traffic calming plans
11. Parking needs analysis
12. Intersection analysis
13. Site distance analysis

14. Circulation analysis
15. Traffic control plans
16. Geometric design
17. Site design for traffic flow
18. Value engineering

C. Pre-Design Phase Services

The Consultant shall produce a draft scope of services for the work to be perform as part of the design phase with in thirty (30) days of the City scheduled pre-design kick off meeting.

D. Design Phase Services

The Consultant shall design, permit, and provide bid phase services during the design phase. The services may include, but not limited to:

1. Provide project management services
2. Prepare feasibility studies, investigative studies, route analysis, and preliminary design reports.
3. Participate in the site and development processes.
4. Development of design plans, technical specifications, and related items for bidding projects.
5. Prepare and submit applicable permit application to the appropriate regulatory agencies and respond to Request for Addition Information for individual permits
6. Provide easement and property acquisition assistance, including preparation of legal descriptions and sketches.
7. Provide bid phase services.
8. Coordinate with other disciplines
9. Participate in collaborative project workshops, and public outreach efforts.
10. Compliance with local, state, and federal ordinances and codes.
11. Prepare record drawings

E. Construction Phase Services

SDC provided by the Consultant may include, but not limited to:

1. Provide general program management and maintain routing contact to

discuss progress and project developments with the City.

2. Lead, participate and manage pre-construction meetings, providing minutes, if applicable.
3. Review Requests for Information, submittals, verify quantities, and similar items during the construction phase.
4. Review pay applications, change orders, schedules, progress reports, and as-built drawings.
5. Observe construction projects, prepare daily inspection reports, take photographs and provide to the City's Project Manager.

EXHIBIT B
KEY PERSONNEL

TITLE	PERSONNEL NAME
Chief Engineer	Gary Nadeau, PE
Senior Project Manager	Jordan Leep, PE, PMP
Senior Project Manager	Eric Shroyer, PE
Senior Professional Engineer	Bob Joel, PE
Senior Professional Engineer	Molly Williams, PE
Senior Professional Engineer	Nicole Heck, PE, IMSA II
Senior Professional Engineer	Jacob Lennertz, PE, IMSA II
Senior Professional Engineer	Seth Schmid, PE
Senior Professional Engineer	Ian Rairden, PE
Senior Professional Engineer	Cris Schooley, PE, AICP
Professional Engineer II	Phil Reid, PE
Professional Engineer I	Joshua Wassermann, PE
Professional Engineer I	Emily Saidi, PE
Professional Engineer I	Erin Woodward, PE
Professional Engineer I	Yordan Gil, PE

EXHIBIT B
KEY PERSONNEL

Professional Engineer I	Susan Pluta, PE
Professional Engineer I	Mitch Hudson, PE
Professional Engineer I	Antonio Alicea, PE
Professional Engineer I	Rebecca Bond, PE, AICP
Professional Engineer I	Caroline Fraser, PE, RSP_1
Analyst II	Scott Zyra, EI
Analyst II	Trevor Poole, AICP
Analyst I	Maria Nava
Analyst I	Jad El Osta, EI
Analyst I	Henly Crosby, EI
Analyst I	Brynn Choplin
Analyst I	Benjamin Palya
Senior Designer	Steve Hartl
Designer / Engineering Technician	Todd Hand
Senior Landscape Architect	William Waddill, PLA, AICP
Senior Landscape Architect	Ed Dean, PLA, LEED AP

EXHIBIT B
KEY PERSONNEL

Senior Landscape Architect	James Pankonin, PLA, LEED AP
Landscape Architect Analyst	Blake Linquist
GIS Specialist	Brett Kamm, GISP
Senior Planner	Jared Schneider, AICP, CNU-A
Senior Planner	Ryan Suarez, AICP
Project Planner	Chad Davis, AICP
Project Planner	Hanna Shaffer, AICP, CNU-A
Land Planner	Philip DiMaria, AICP
Senior Environmental Scientist	Ronnie Van Fleet, PWS
Environmental Scientist	Chris Kennedy
Senior Construction Inspector	Rocco Angerami
Grant Administrator	Joe Crozier, AICP, GPC
Financial / Accounting Clerical	Joe Marianacci
Clerical	Susan Johnson

EXHIBIT C
HOURLY RATES

TITLE	HOURLY RATE
Chief Engineer	$335.00 - $395.00
Senior Project Manager	$325.00 - $375.00
Project Manager	$235.00 - $315.00
Senior Professional Engineer	$290.00 - $370.00
Professional Engineer II	$230.00 - $280.00
Professional Engineer I	$170.00 - $220.00
Analyst II	$150.00 - $185.00
Analyst I	$130.00 - $165.00
Senior Designer	$215.00 - $300.00
Designer / Engineering Technician	$165.00 – 205.00
Drafter / CADD Operator	$125.00 - $150.00
Senior Construction Inspector	$235.00 - $285.00
Construction Inspector	$165.00 - $205.00
Senior Environmental Scientist	$230.00 - $345.00
Environmental Scientist	$145.00 - $220.00
Environmental Scientist Analyst	$130.00 - $160.00
Senior Landscape Architect	$265.00 - $360.00
Landscape Architect	$185.00 - $255.00
Landscape Architect Analyst	$130.00 - $175.00
Senior Planner	$285.00 - $360.00

EXHIBIT C
HOURLY RATES

Project Planner	$185.00 - $265.00
Land Planner	$175.00 - $225.00
Senior GIS Specialist	$280.00 - $335.00
GIS Specialist	$180.00 - $230.00
Grant Administrator	$205.00 - $315.00
Grant Specialist	$135.00 - $220.00
Financial / Accounting Clerical	$140.00 - $190.00
Clerical	$95.00 - $145.00

AGREEMENT FOR
ENGINEERING CONTINUING SERVICES – TRANSPORTATION PLANNING AND DESIGN

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, **Mead & Hunt, Inc.** a Florida corporation (the "Consultant").

WITNESSETH

WHEREAS, the City required a consultant to provide Engineering Continuing Services for Transportation Planning and Design; and

WHEREAS, the City issued Request for Qualifications (RFQ) #26-022NT on March 18, 2026 (the "Solicitation"); and

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

WHEREAS, the Consultant has reviewed the services required pursuant to this Agreement and is qualified, willing, and able to provide and perform all such services in accordance with its terms; and

WHEREAS, the parties desire to enter into a contract setting forth the terms and conditions of their agreement.

NOW, THEREFORE, the City and the Consultant, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, do agree as follows:

I. AGREEMENT DOCUMENTS AND SCOPE OF CONSULTANT'S SERVICES

The Scope of Services, Key Personnel, and Hourly Rates are attached hereto, and the Solicitation (including all attachments thereto) and the Consultant's Proposal are made part hereof by this reference, and the terms and provisions contained therein shall be incorporated into this Agreement as if fully stated herein (the documents attached hereto, this Agreement, and any Work Assignment(s) hereinafter issued pursuant to this Agreement shall be collectively referred to herein as the "Agreement Documents"). To the extent there is conflict among the terms and provisions of the Agreement Documents, the order of precedence shall be the order in which the Agreement Documents are listed below:

1. Agreement and any amendments;
2. Work Assignments;
3. Scope of Services;
4. Key Personnel;
5. Hourly Rates;
6. Solicitation and any addenda; and
7. Consultant's Proposal.

The Consultant agrees to diligently provide all materials, services, and labor for Engineering Continuing Services for Transportation Planning and Design in accordance with the Scope of Services, attached as Exhibit A incorporated herein (the "Services").

II. TERM

This Agreement shall commence immediately upon execution by both the City and the Consultant and shall continue for an initial period of three (3) years. The Agreement may be renewed for up to two (2) additional one-year periods by written Agreement of both parties.

III. WORK ASSIGNMENTS

A. Consultant shall be engaged to perform specific work through the issuance of a negotiated work assignment ("Work Assignment").

B. Consultant acknowledges that the City has entered into multiple agreements with various firms (collectively with Consultant, the "Firms") for the Services and Work Assignments shall be issued on a rotational basis.

1. Work Assignments shall be issued in accordance with §287.055(2)(g). F.S
2. For each services category identified in the Scope of Services (the "Service Categories"), Purchasing will place the Firms in the City's professional services library in the order they are ranked, with the highest scoring Firm placed in the first position in the rotation.
3. As each Work Assignment is identified, the next Firm in the rotation will be offered the opportunity to negotiate that Work Assignment with the City's Administrative Agent.
4. Should a Firm decline a Work Assignment, fail to respond, or be unable to reach a satisfactory fee negotiation with the City within a reasonable time frame, the City will contact the next Firm on the list until the Work Assignment is successfully negotiated.
    1. Firms will have the option of rejecting one (1) Work Assignment within each Service Category within a twelve-month period without penalty. A second Work Assignment rejection within a Service Category during any twelve-month period will cause the Firm to be skipped in the rotation for the subsequent Work Assignment within the Service Category. A Firm who rejects three (3) Work Assignments (or is unable to satisfactorily negotiate three (3) Work Assignments) in any twelve-month period will be removed from the Service Category.
    2. Firms wishing to reject a Work Assignment for any reason must provide a rejection notification document in form and substance satisfactory to the City. A copy of this form must be provided to Purchasing by the City's Administrative Agent.
5. After notification by the City, the Consultant and City shall negotiate a scope of work, time schedule, and budget for performance of the work. When the scope of work, time schedule and budget are mutually agreeable, the Work Assignment shall be executed by the parties.

C. Consultant will identify and provide qualifications of sub-consultants during the Work Assignment negotiations. The City reserves the right to review and approve all sub-consultants identified in the Work Assignment prior to execution of the Work Assignment.

D. Amendments to Work Assignments shall reference original Work Assignment scope and all items as detailed in section III.B.5 to which they relate. No amendment to a Work Assignment is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

E. If the City's Administrative Agent requires the Consultant to perform additional services related to a Work Assignment, then the Consultant shall be entitled to additional compensation based on the Hour Rates, as amended, to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Agreement by written amendment. The City shall not pay for any additional services or work performed prior to the execution of a written amendment to the Work Assignment.

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

G. Notwithstanding the foregoing, the City reserves the right, in its sole discretion, to disregard the rotation in any Service Category and select ("Direct select") a specific firm to perform the required services.

IV. TERMINATION OF WORK ASSIGNMENTS

The City shall have the right at any time to terminate a Work Assignment. In that event, the Consultant shall cease work and shall deliver to the City all documents (including reports, designs, specifications, and all other data) prepared or obtained by the Consultant in connection with the Work Assignment. The City shall, upon receipt of the aforesaid documents, pay to the Consultant and the Consultant shall accept as full payment for its services, a sum of money equal to (1) the fee for each completed and accepted task as shown in the Work Assignment, plus (2) the fee for the percentage of the work completed in any authorized but completed task, less (3) all previous payments made for the same task.

V. COMPENSATION AND PAYMENT OF CONSULTANT'S SERVICE

A. Each Work Assignment shall include all profit, direct and indirect labor costs, personnel related costs, overhead and administrative costs, travel related out-of-pocket expenses and costs, and all other costs which are necessary to provide the services as outlined in this Agreement. Mark-up for sub-contracted services shall not exceed 10% of actual cost.

B. Consultant acknowledges and agrees that no minimum amount of work is guaranteed under this Agreement and City may elect not to issue any Work Assignments. If a Work Assignment is issued, the City reserves the right to amend, reduce or cancel the Work Assignment in its sole discretion.

C. Consultant represents and warrants that wage rates and other factual unit costs supporting the compensation relative to this Agreement shall be accurate, complete, and current at the time of entering into this Agreement. The amounts set forth in the Agreement will be adjusted to exclude any significant sums by which the Contract Price was increased where the City determines such increase is due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such adjustments must be made within one year following

completion of the Agreement.

D. The City's performance and obligations to pay under this Agreement is contingent up on an appropriation of lawfully available funds by the City Council. The City shall promptly notify the Consultant if the necessary appropriation is not made.

VI. METHOD OF PAYMENT

A. The City shall pay the Consultant in accordance with the Local Government Prompt Payment Act set forth in §218.70, et seq. F.S., upon receipt of the Consultant's invoice and written approval of same by the City's Administrative Agent indicating that the Services have been rendered in conformity with this Agreement.

B. The Consultant shall submit invoices for payment to the address indicated on the Work Assignment(s)for the Services completed. The invoices shall set forth the charges for the completed Services in accordance with the Hourly Rates attached hereto and incorporated herein as Exhibit C.

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.

VII. LIABILITY OF CONSULTANT

A. The Consultant shall indemnify and hold harmless the agency, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract.

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

VIII. CONSULTANT'S INSURANCE

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

IX. RESPONSIBILITIES OF THE CONSULTANT

A. Consultant acknowledges that it is familiar with the requirements of the Agreement Documents, and that it will perform the Services as required.

B. The Consultant agrees to respond to communication from the City within three (3) working days unless a shorter response time is specified by the City.

C. The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all reports, designs, specifications, other documents and data used or produced by or at the behest of the Consultant under this Agreement. The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in its reports, designs, specifications, other documents and data.

D. The Consultant warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Consultant) to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation,

individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.

E. Consultant agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Consultant's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Agreement in accordance with the provisions contained herein.

F. The Consultant shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

G. The Consultant shall maintain books, records, documents, and other evidence directly pertaining to or connected with the Services under this Agreement which shall be available and accessible at the Consultant's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives. Such records shall be retained for a minimum of five (5) fiscal years (From October to September) after completion of the Services.

H. The Consultant shall notify the City's Administrative Agent at least one (1) day in advance of any meeting between the Consultant and any City Council Member, regulatory agency or private citizen relating to this Agreement.

I. The Consultant is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. The Consultant is not an employee, agent or servant of the City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Consultant sole direction, supervision and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all aspects the Consultant's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. Consultant shall be solely responsible for providing benefits and insurance to its employees.

J. The Consultant understands and acknowledges that pursuant to Ch. 934, F.S., Security of Communications; Surveillance, the City DOES NOT CONSENT to the interception and/or disclosure of its oral, wire, or electronic communications. Accordingly, the Consultant warrants it will not utilize nor deploy any electronic, mechanical, or other device (including bots, Artificial Intelligence, or similar software) to record, transcribe, or monitor any such communication during any non-public, in-person or virtual meetings between itself and the City. Consultant activities contrary to this warranty may constitute a felony under Ch. 934, implicate Ch. 119, F.S., Public Records, and/or constitute a material breach of this section and/or other section(s) of this Agreement (e.g. Records Retention, Audits, Ethics, Compliance, and Civility). Only duly authorized City personnel may grant an exception to this prohibition on a case-by-case basis.

X. OWNERSHIP, USE AND FORMATTING OF WORK PRODUCTS

A. It is understood and agreed that the work products, including reports, designs, specifications,

other documents and data developed by the Consultant in connection with the Services shall be delivered to, and shall become the property of the City upon acceptance by the City. The Consultant hereby assigns all its copyright and other proprietary interests in the products of this Agreement to the City. Specific written authority is required from the City's Administrative Agent for the Consultant to use any of the work products of this Agreement on any non-City project.

B. Notwithstanding the above, any reuse of the work products by the City on other projects will be at the risk of the City.

C. The City records all land related changes and/or activities in a Geographic Information System (GIS), the applicable version of which shall be stated in the scope. Therefore, all GIS or Computer Aided Drafting (CAD) formatted data created or modified in support of a project will be provided to the City as a project deliverable for inclusion into the City's GIS, at no additional cost. GIS data files submitted in support of a project must adhere to City GIS standards, and CAD drawings submitted must adhere to City CAD standards.

D. Computer systems and databases used for providing the documents necessary to this Agreement shall be compatible with existing City systems. City PCs run the latest version of the Windows operating system and Windows-based compatible software. Additional detail regarding City technology and system may be obtained by contacting the City's Information Technology Department.

XI. FORCE MAJEURE; PERFORMANCE OF CONSULTANT'S PERSONNEL

A. Time is of the essence in the performance of this Agreement. The Consultant specifically agrees that all work performed under the terms and conditions of this Agreement shall be completed within the time limits as set forth herein, or as otherwise identified in the Agreement Documents or as specified by the City's Administrative Agent, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

B. The Consultant shall ensure that all key personnel, support personnel, and other agents as identified in Exhibit B are fully qualified and capable to perform their assigned tasks. Any changes or substitution to the Consultant's key personnel must receive the City's Administrative Agent's written approval before said changes or substitution can become effective.

XII. OBLIGATIONS OF THE CITY

A. The City's Administrative Agent is designated to do all things necessary to properly administer the terms and conditions of this Agreement, including, but not limited to:

1. Review of all Consultant payment requests for approval or rejection; and
2. Periodic reviews of the work of the Consultant as necessary for the completion of the Consultant's services during the period of this Agreement.

B. The City shall not provide any services to the Consultant in connection with any claim brought on behalf of or against the Consultant.

XIII. TERMINATION

A. The City shall have the right at any time upon thirty (30) calendar days' written notice to the Consultant to terminate the Services of the Consultant for convenience. In the event of termination pursuant to this paragraph, the City shall pay to the Consultant and the Consultant shall accept as full payment for its Services, a sum of money equal to the work completed in any commenced but incomplete Services.

B. Any failure of the Consultant to satisfy the requirements of this Agreement, as documented by the Administrative Agent, shall be considered a default of the Agreement and sufficient reason for termination.

   1. For defaults that are curable (as determined solely by the City), the Consultant shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification.

   2. For defaults that are not curable (as determined solely by the City), notice of the termination date shall be given as deemed appropriate by the City.

C. In the event the City's termination of this Agreement for default is in any way deficient, at the option of the City such termination may be deemed to be a termination for convenience pursuant to Section XIV.A. above.

D. The parties may mutually agree to terminate this Agreement. Such termination shall be evidenced by a notice issued by the City. In the event of termination pursuant to this paragraph, the City shall pay to the Consultant and the Consultant shall accept as full payment for its Services, a sum of money equal to the work completed in any commenced but incomplete Services.

E. In the event that the Consultant has abandoned performance under this Agreement, then the City may terminate this Agreement upon three (3) calendar days' written notice to the Consultant indicating its intention to do so. Payment for work performed prior to the Consultant's abandonment shall be as stated in paragraph XII.D. above. Consultant shall have one hundred and eighty (180) days from the effective date of such termination to submit invoices. Invoices submitted more than one hundred and eighty (180) days after the effective date of such termination may not be accepted for payment.

F. The Consultant shall have the right to terminate Services only in the event of the City failing to pay the Consultant's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Administrative Agent.

G. The City reserves the right to terminate and cancel this Agreement in the event the Consultant shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors.

H. After consultation with and written notice to the Consultant providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to:

   1. The quality of a portion, or all, of the Consultant's work not performed in accordance with the requirements of this Agreement;

   2. The quantity of the Consultant's work not delivered or performed as represented in

the Consultant's Payment Request, or otherwise;

3. Claims made, or likely to be made, against the City or its property;
4. Damages to the City or a third party caused by the Consultant;
5. The Consultant's failure or refusal to perform any obligation under this Agreement.

XIV. STOP WORK ORDER

A. The City's Administrative Agent, may at any time, by written order to the Consultant, require the Consultant to stop all or any part of the work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Consultant. Upon receipt of such as order, the Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Consultant shall not resume work unless specifically so directed in writing by the City. Before the stop work order expires unless it is extended, the Administrative Agent shall take one of the following actions:

1. Cancel the stop work order; or
2. Terminate the work covered by the order; or
3. Terminate this Agreement in accordance with the provisions contained in Section XIV.A.

B. In the event the City elects not to direct the Consultant to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XIV.A. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not direct the Consultant to resume work within ninety (90) days, the Consultant may terminate this Agreement.

XV. DISPUTE RESOLUTION

A. To the extent Chapter 558, F.S. is applicable, the parties expressly opt out of the requirements of Chapter 558, F.S., within the meaning of §558.005(1), F.S.

B. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Manatee County, Florida, with the parties sharing equally in the cost of such mediation.

C. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

D. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Manatee County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

E. The parties hereby waive all rights to trial by jury for any litigation concerning this Agreement.

F. This Agreement and the rights and obligations of the parties shall be governed by the laws of

the State of Florida without regard to its conflict of laws principles.

G. Unless otherwise agreed in writing, the Consultant shall be required to continue its service and all other obligations under this Agreement during the pendency of any claim or dispute including, but not limited to, the actual period of mediation or judicial proceeding.

XVI. PUBLIC RECORDS

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

City of Bradenton
City Clerk
101 Old Main Street
Bradenton, FL 34205

Phone: 941-932-9400
Email: Cityclerk@Cityofbradenton.com

XVII. MISCELLANEOUS

A. The Agreement Documents constitute the sole and complete understanding between the parties and supersede all other Agreements between them, whether oral or written with respect to the subject matter. No amendment, change order or addendum to the Agreement Documents is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

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

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

D. If the Consultant is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

E. The Consultant shall not assign or transfer any rights, interests, or obligations under this Agreement (whether by novation or otherwise) without the prior written consent of the City, except that claims for the money due or to become due to the Consultant from the City under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the City. Written notice of any such transfer or assignment due to bankruptcy shall be promptly given to the City.

F. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

G. The failure of any party hereto to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of such party's rights or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

H. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be unaffected thereby and shall remain valid and enforceable as to each party.

I. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

J. Neither the City's review, approval or acceptance of, nor payment for, the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement.

K. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies available at law or in equity.

L. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

M. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the address below:

Consultant's Representative:		City's Administrative Agent:	
Name:	Chuck Huffine	Name:	Kristofer Eccles, PE
Title:	Project Manager	Title:	Senior Engineering Manager
Address:	17727 Polo Trail, Bradenton, FL 34211	Address:	888 13th Ave E, Bradenton, FL 34208
Telephone:	720-670-7712	Telephone:	941-462-1996
E-Mail:	Chuck.huffine@meadhunt.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

N. Any change in the City's Administrative Agent or the Consultant's Representative will be promptly communicated in writing by the party making the change.

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

P. The Solicitation and all attachments and addenda thereto are hereby incorporated in the

AGREEMENT FOR
ENGINEERING CONTINUING SERVICES – TRANSPORTATION PLANNING AND DESIGN

Agreement by this reference.

Consultant and City acknowledge having read and understood this Agreement and hereby agree to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the date last written below.

[MEAD & HUNT, INC.]

By: Paul Silberman

Print Name: Paul Silberman
(Title of Authorized Representative)

Date: 6/12/2026

Title: Vice President - Transportation Planning

CITY OF BRADENTON

By: _____
GENE BROWN
Mayor

Date: _____

ATTEST:

By: _____
TAMARA MELTON
City Clerk

Approved as to form:

By: _____
SCOTT E. RUDACILLE
City Attorney

5490751v1

EXHIBIT A
SCOPE OF SERVICES

I. Overview

The Consultant shall provide professional engineering services for projects within the utility work program consisting of studies, design, permitting, and certification for all types of transportation-traffic engineering services.

II. Assignment of Work

A. Project sizes may vary, and tasks will be assigned based on individually negotiated work assignments.
B. Consultant shall perform all the services specified in accordance with generally accepted professional standards. Consultant shall perform all services expeditiously with professional skill, care, and orderly progress of work.
C. At least one (1) key personnel shall hold and maintain the state license(s) necessary to perform the requested work
D. All work shall conform to and comply with applicable codes, laws, ordinances, regulations and restrictions.

III. Scope of Services

A. This category of work includes professional engineering design services associated with Public Works Utilities. The work may include, but is not limited to pre-design services, design services, and Services During Construction (SDC) which shall include field and/or office administration tasks.

B. Projects may include but not limited to:

1. Traffic analysis and planning
2. Transportation planning
3. Regional master planning
4. Computer modeling of traffic/trip generation data
5. Traffic impact analysis
6. Roadway engineering
7. Pavement evaluations
8. Signalization design
9. Corridor studies
10. Traffic calming plans
11. Parking needs analysis
12. Intersection analysis
13. Site distance analysis

14. Circulation analysis
15. Traffic control plans
16. Geometric design
17. Site design for traffic flow
18. Value engineering

C. Pre-Design Phase Services

The Consultant shall produce a draft scope of services for the work to be perform as part of the design phase with in thirty (30) days of the City scheduled pre-design kick off meeting.

D. Design Phase Services

The Consultant shall design, permit, and provide bid phase services during the design phase. The services may include, but not limited to:

1. Provide project management services
2. Prepare feasibility studies, investigative studies, route analysis, and preliminary design reports.
3. Participate in the site and development processes.
4. Development of design plans, technical specifications, and related items for bidding projects.
5. Prepare and submit applicable permit application to the appropriate regulatory agencies and respond to Request for Addition Information for individual permits
6. Provide easement and property acquisition assistance, including preparation of legal descriptions and sketches.
7. Provide bid phase services.
8. Coordinate with other disciplines
9. Participate in collaborative project workshops, and public outreach efforts.
10. Compliance with local, state, and federal ordinances and codes.
11. Prepare record drawings

E. Construction Phase Services

SDC provided by the Consultant may include, but not limited to:

1. Provide general program management and maintain routing contact to

discuss progress and project developments with the City.

2. Lead, participate and manage pre-construction meetings, providing minutes, if applicable.
3. Review Requests for Information, submittals, verify quantities, and similar items during the construction phase.
4. Review pay applications, change orders, schedules, progress reports, and as-built drawings.
5. Observe construction projects, prepare daily inspection reports, take photographs and provide to the City's Project Manager.

EXHIBIT B
KEY PERSONNEL

TITLE	PERSONNEL NAME
Project Manager	C. Huffine
Task Manager	M. Schwier
Task Manager	S. Moore
Senior Transportation Planner/Engineer	R. Subhani
Senior Transportation Planner/Engineer	J. Bunch
Senior Transportation Planner/Engineer	C. Spiro
Senior Transportation Planner/Engineer	C. Lu
Senior Transportation Planner/Engineer	M. Trimble
Project Transportation Planner/Engineer	M. Trimble
Project Transportation Planner/Engineer	M. Johnson
Project Transportation Planner/Engineer	C. Lees
Project Transportation Planner/Engineer	J. Paladugu
Project Transportation Planner/Engineer	J. Shannon
Project Transportation Planner/Engineer	C. Fagerstrom
Transportation Planner/Engineer	D. Champoux

EXHIBIT B
KEY PERSONNEL

Transportation Planner/Engineer	J. Phillipe
Transportation Planner/Engineer	E. Pettis
Transportation Designer	C. Rodriguez
Engineering Technician	D. Obersoler
Construction Manager	J. McCombs
Construction Inspector	B. Cullor
GIS Analyst	L. long
Deputy Director	Melody Matter
Manager	Kenneth Murphy
Manager	Erik Schmidt
Manager	Christina Arlt
Senior Engineer	David Ferree
Senior Engineer	John Schulze
Senior Engineer	Matthew Sosnowski
Senior Engineer	Robert Watts
Senior Engineer	Dennis Wilson

EXHIBIT B
KEY PERSONNEL

Senior Engineer	Charles Gushue
Engineer	Tyler Hall
Engineer	Derek Shew
Engineer	Kevin Sieben
Engineer	Kyle Kegarise
Senior Designer	Joshua Cohen
Senior Designer	Ryan Sullivan
Senior Designer	Adam Chidiac
Designer	Timothy Long
Designer	Dane Hagstorm
Designer	Celia Kottakis
Designer	Andrew Getch
Community Outreach Specialist	Matthew Yarosewick
Community Outreach Specialist- Senior	Barbara Catlin
Graphic Designer	Chris Ward
Drone & Videography	Ivan Rodriquez

EXHIBIT C
HOURLY RATES

TITLE	HOURLY RATE
Project Manager	$275.00
Task Manager	$265.00
Senior Transportation Planner/Engineer	$235.00
Project Transportation Planner/Engineer	$215.00
Transportation Planner/Engineer	$190.00
Transportation Designer	$175.00
Engineering Technician	$160.00
Construction Manager	$200.00
Construction Inspector	$140.00
GIS Analyst	$135.00
Deputy Director	$335.00
Manager	$265.00
Senior Engineer	$245.00
Engineer	$180.00
Senior Designer	$175.00
Designer	$165.00
Community Outreach Specialist	$111.06
Community Outreach Specialist- Senior	$126.30
Graphic Designer	$108.26
Drone & Videography	$131.87

AGREEMENT FOR
ENGINEERING CONTINUING SERVICES – TRANSPORTATION PLANNING AND DESIGN

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, **Pennoni Associates, Inc.** a Florida corporation (the "Consultant").

WITNESSETH

WHEREAS, the City required a consultant to provide Engineering Continuing Services for Transportation Planning and Design; and

WHEREAS, the City issued Request for Qualifications (RFQ) #26-022NT on March 18, 2026 (the "Solicitation"); and

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

WHEREAS, the Consultant has reviewed the services required pursuant to this Agreement and is qualified, willing, and able to provide and perform all such services in accordance with its terms; and

WHEREAS, the parties desire to enter into a contract setting forth the terms and conditions of their agreement.

NOW, THEREFORE, the City and the Consultant, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, do agree as follows:

I. AGREEMENT DOCUMENTS AND SCOPE OF CONSULTANT'S SERVICES

The Scope of Services, Key Personnel, and Hourly Rates are attached hereto, and the Solicitation (including all attachments thereto) and the Consultant's Proposal are made part hereof by this reference, and the terms and provisions contained therein shall be incorporated into this Agreement as if fully stated herein (the documents attached hereto, this Agreement, and any Work Assignment(s) hereinafter issued pursuant to this Agreement shall be collectively referred to herein as the "Agreement Documents"). To the extent there is conflict among the terms and provisions of the Agreement Documents, the order of precedence shall be the order in which the Agreement Documents are listed below:

1. Agreement and any amendments;
2. Work Assignments;
3. Scope of Services;
4. Key Personnel;
5. Hourly Rates;
6. Solicitation and any addenda; and
7. Consultant's Proposal

The Consultant agrees to diligently provide all materials, services, and labor for Engineering Continuing Services for Transportation Planning and Design in accordance with the Scope of Services, attached as Exhibit A incorporated herein (the "Services").

II. TERM

This Agreement shall commence immediately upon execution by both the City and the Consultant and shall continue for an initial period of three (3) years. The Agreement may be renewed for up to two (2) additional one-year periods by written Agreement of both parties.

III. WORK ASSIGNMENTS

A. Consultant shall be engaged to perform specific work through the issuance of a negotiated work assignment ("Work Assignment").

B. Consultant acknowledges that the City has entered into multiple agreements with various firms (collectively with Consultant, the "Firms") for the Services and Work Assignments shall be issued on a rotational basis.

1. Work Assignments shall be issued in accordance with §287.055(2)(g). F.S
2. For each services category identified in the Scope of Services (the "Service Categories"), Purchasing will place the Firms in the City's professional services library in the order they are ranked, with the highest scoring Firm placed in the first position in the rotation.
3. As each Work Assignment is identified, the next Firm in the rotation will be offered the opportunity to negotiate that Work Assignment with the City's Administrative Agent.
4. Should a Firm decline a Work Assignment, fail to respond, or be unable to reach a satisfactory fee negotiation with the City within a reasonable time frame, the City will contact the next Firm on the list until the Work Assignment is successfully negotiated.
    1. Firms will have the option of rejecting one (1) Work Assignment within each Service Category within a twelve-month period without penalty. A second Work Assignment rejection within a Service Category during any twelve-month period will cause the Firm to be skipped in the rotation for the subsequent Work Assignment within the Service Category. A Firm who rejects three (3) Work Assignments (or is unable to satisfactorily negotiate three (3) Work Assignments) in any twelve-month period will be removed from the Service Category.
    2. Firms wishing to reject a Work Assignment for any reason must provide a rejection notification document in form and substance satisfactory to the City. A copy of this form must be provided to Purchasing by the City's Administrative Agent.
5. After notification by the City, the Consultant and City shall negotiate a scope of work, time schedule, and budget for performance of the work. When the scope of work, time schedule and budget are mutually agreeable, the Work Assignment shall be executed by the parties.

C. Consultant will identify and provide qualifications of sub-consultants during the Work Assignment negotiations. The City reserves the right to review and approve all sub-consultants identified in the Work Assignment prior to execution of the Work Assignment.

D. Amendments to Work Assignments shall reference original Work Assignment scope and all items as detailed in section III.B.5 to which they relate. No amendment to a Work Assignment is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

E. If the City's Administrative Agent requires the Consultant to perform additional services related to a Work Assignment, then the Consultant shall be entitled to additional compensation based on the Hour Rates, as amended, to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Agreement by written amendment. The City shall not pay for any additional services or work performed prior to the execution of a written amendment to the Work Assignment.

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

G. Notwithstanding the foregoing, the City reserves the right, in its sole discretion, to disregard the rotation in any Service Category and select ("Direct select") a specific firm to perform the required services.

IV. TERMINATION OF WORK ASSIGNMENTS

The City shall have the right at any time to terminate a Work Assignment. In that event, the Consultant shall cease work and shall deliver to the City all documents (including reports, designs, specifications, and all other data) prepared or obtained by the Consultant in connection with the Work Assignment. The City shall, upon receipt of the aforesaid documents, pay to the Consultant and the Consultant shall accept as full payment for its services, a sum of money equal to (1) the fee for each completed and accepted task as shown in the Work Assignment, plus (2) the fee for the percentage of the work completed in any authorized but completed task, less (3) all previous payments made for the same task.

V. COMPENSATION AND PAYMENT OF CONSULTANT'S SERVICE

A. Each Work Assignment shall include all profit, direct and indirect labor costs, personnel related costs, overhead and administrative costs, travel related out-of-pocket expenses and costs, and all other costs which are necessary to provide the services as outlined in this Agreement. Mark-up for sub-contracted services shall not exceed 10% of actual cost.

B. Consultant acknowledges and agrees that no minimum amount of work is guaranteed under this Agreement and City may elect not to issue any Work Assignments. If a Work Assignment is issued, the City reserves the right to amend, reduce or cancel the Work Assignment in its sole discretion.

C. Consultant represents and warrants that wage rates and other factual unit costs supporting the compensation relative to this Agreement shall be accurate, complete, and current at the time of entering into this Agreement. The amounts set forth in the Agreement will be adjusted to exclude any significant sums by which the Contract Price was increased where the City determines such increase is due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such adjustments must be made within one year following

completion of the Agreement.

D. The City's performance and obligations to pay under this Agreement is contingent up on an appropriation of lawfully available funds by the City Council. The City shall promptly notify the Consultant if the necessary appropriation is not made.

VI. METHOD OF PAYMENT

A. The City shall pay the Consultant in accordance with the Local Government Prompt Payment Act set forth in §218.70, et seq. F.S., upon receipt of the Consultant's invoice and written approval of same by the City's Administrative Agent indicating that the Services have been rendered in conformity with this Agreement.

B. The Consultant shall submit invoices for payment to the address indicated on the Work Assignment(s)for the Services completed. The invoices shall set forth the charges for the completed Services in accordance with the Hourly Rates attached hereto and incorporated herein as Exhibit C.

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.

VII. LIABILITY OF CONSULTANT

A. The Consultant shall indemnify and hold harmless the agency, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract.

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

VIII. CONSULTANT'S INSURANCE

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

IX. RESPONSIBILITIES OF THE CONSULTANT

A. Consultant acknowledges that it is familiar with the requirements of the Agreement Documents, and that it will perform the Services as required.

B. The Consultant agrees to respond to communication from the City within three (3) working days unless a shorter response time is specified by the City.

C. The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all reports, designs, specifications, other documents and data used or produced by or at the behest of the Consultant under this Agreement. The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in its reports, designs, specifications, other documents and data.

D. The Consultant warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Consultant) to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation,

individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.

E. Consultant agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Consultant's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Agreement in accordance with the provisions contained herein.

F. The Consultant shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

G. The Consultant shall maintain books, records, documents, and other evidence directly pertaining to or connected with the Services under this Agreement which shall be available and accessible at the Consultant's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives. Such records shall be retained for a minimum of five (5) fiscal years (From October to September) after completion of the Services.

H. The Consultant shall notify the City's Administrative Agent at least one (1) day in advance of any meeting between the Consultant and any City Council Member, regulatory agency or private citizen relating to this Agreement.

I. The Consultant is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. The Consultant is not an employee, agent or servant of the City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Consultant sole direction, supervision and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all aspects the Consultant's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. Consultant shall be solely responsible for providing benefits and insurance to its employees.

J. The Consultant understands and acknowledges that pursuant to Ch. 934, F.S., Security of Communications; Surveillance, the City DOES NOT CONSENT to the interception and/or disclosure of its oral, wire, or electronic communications. Accordingly, the Consultant warrants it will not utilize nor deploy any electronic, mechanical, or other device (including bots, Artificial Intelligence, or similar software) to record, transcribe, or monitor any such communication during any non-public, in-person or virtual meetings between itself and the City. Consultant activities contrary to this warranty may constitute a felony under Ch. 934, implicate Ch. 119, F.S., Public Records, and/or constitute a material breach of this section and/or other section(s) of this Agreement (e.g. Records Retention, Audits, Ethics, Compliance, and Civility). Only duly authorized City personnel may grant an exception to this prohibition on a case-by-case basis.

X. OWNERSHIP, USE AND FORMATTING OF WORK PRODUCTS

A. It is understood and agreed that the work products, including reports, designs, specifications,

other documents and data developed by the Consultant in connection with the Services shall be delivered to, and shall become the property of the City upon acceptance by the City. The Consultant hereby assigns all its copyright and other proprietary interests in the products of this Agreement to the City. Specific written authority is required from the City's Administrative Agent for the Consultant to use any of the work products of this Agreement on any non-City project.

B. Notwithstanding the above, any reuse of the work products by the City on other projects will be at the risk of the City.

C. The City records all land related changes and/or activities in a Geographic Information System (GIS), the applicable version of which shall be stated in the scope. Therefore, all GIS or Computer Aided Drafting (CAD) formatted data created or modified in support of a project will be provided to the City as a project deliverable for inclusion into the City's GIS, at no additional cost. GIS data files submitted in support of a project must adhere to City GIS standards, and CAD drawings submitted must adhere to City CAD standards.

D. Computer systems and databases used for providing the documents necessary to this Agreement shall be compatible with existing City systems. City PCs run the latest version of the Windows operating system and Windows-based compatible software. Additional detail regarding City technology and system may be obtained by contacting the City's Information Technology Department.

XI. FORCE MAJEURE; PERFORMANCE OF CONSULTANT'S PERSONNEL

A. Time is of the essence in the performance of this Agreement. The Consultant specifically agrees that all work performed under the terms and conditions of this Agreement shall be completed within the time limits as set forth herein, or as otherwise identified in the Agreement Documents or as specified by the City's Administrative Agent, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

B. The Consultant shall ensure that all key personnel, support personnel, and other agents as identified in Exhibit B are fully qualified and capable to perform their assigned tasks. Any changes or substitution to the Consultant's key personnel must receive the City's Administrative Agent's written approval before said changes or substitution can become effective.

XII. OBLIGATIONS OF THE CITY

A. The City's Administrative Agent is designated to do all things necessary to properly administer the terms and conditions of this Agreement, including, but not limited to:

1. Review of all Consultant payment requests for approval or rejection; and
2. Periodic reviews of the work of the Consultant as necessary for the completion of the Consultant's services during the period of this Agreement.

B. The City shall not provide any services to the Consultant in connection with any claim brought on behalf of or against the Consultant.

XIII. TERMINATION

A. The City shall have the right at any time upon thirty (30) calendar days' written notice to the Consultant to terminate the Services of the Consultant for convenience. In the event of termination pursuant to this paragraph, the City shall pay to the Consultant and the Consultant shall accept as full payment for its Services, a sum of money equal to the work completed in any commenced but incomplete Services.

B. Any failure of the Consultant to satisfy the requirements of this Agreement, as documented by the Administrative Agent, shall be considered a default of the Agreement and sufficient reason for termination.

   1. For defaults that are curable (as determined solely by the City), the Consultant shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification.

   2. For defaults that are not curable (as determined solely by the City), notice of the termination date shall be given as deemed appropriate by the City.

C. In the event the City's termination of this Agreement for default is in any way deficient, at the option of the City such termination may be deemed to be a termination for convenience pursuant to Section XIV.A. above.

D. The parties may mutually agree to terminate this Agreement. Such termination shall be evidenced by a notice issued by the City. In the event of termination pursuant to this paragraph, the City shall pay to the Consultant and the Consultant shall accept as full payment for its Services, a sum of money equal to the work completed in any commenced but incomplete Services.

E. In the event that the Consultant has abandoned performance under this Agreement, then the City may terminate this Agreement upon three (3) calendar days' written notice to the Consultant indicating its intention to do so. Payment for work performed prior to the Consultant's abandonment shall be as stated in paragraph XII.D. above. Consultant shall have one hundred and eighty (180) days from the effective date of such termination to submit invoices. Invoices submitted more than one hundred and eighty (180) days after the effective date of such termination may not be accepted for payment.

F. The Consultant shall have the right to terminate Services only in the event of the City failing to pay the Consultant's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Administrative Agent.

G. The City reserves the right to terminate and cancel this Agreement in the event the Consultant shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors.

H. After consultation with and written notice to the Consultant providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to:

   1. The quality of a portion, or all, of the Consultant's work not performed in accordance with the requirements of this Agreement;

   2. The quantity of the Consultant's work not delivered or performed as represented in

the Consultant's Payment Request, or otherwise;

3. Claims made, or likely to be made, against the City or its property;
4. Damages to the City or a third party caused by the Consultant;
5. The Consultant's failure or refusal to perform any obligation under this Agreement.

XIV. STOP WORK ORDER

A. The City's Administrative Agent, may at any time, by written order to the Consultant, require the Consultant to stop all or any part of the work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Consultant. Upon receipt of such as order, the Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Consultant shall not resume work unless specifically so directed in writing by the City. Before the stop work order expires unless it is extended, the Administrative Agent shall take one of the following actions:

1. Cancel the stop work order; or
2. Terminate the work covered by the order; or
3. Terminate this Agreement in accordance with the provisions contained in Section XIV.A.

B. In the event the City elects not to direct the Consultant to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XIV.A. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not direct the Consultant to resume work within ninety (90) days, the Consultant may terminate this Agreement.

XV. DISPUTE RESOLUTION

A. To the extent Chapter 558, F.S. is applicable, the parties expressly opt out of the requirements of Chapter 558, F.S., within the meaning of §558.005(1), F.S.

B. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Manatee County, Florida, with the parties sharing equally in the cost of such mediation.

C. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

D. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Manatee County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

E. The parties hereby waive all rights to trial by jury for any litigation concerning this Agreement.

F. This Agreement and the rights and obligations of the parties shall be governed by the laws of

the State of Florida without regard to its conflict of laws principles.

G. Unless otherwise agreed in writing, the Consultant shall be required to continue its service and all other obligations under this Agreement during the pendency of any claim or dispute including, but not limited to, the actual period of mediation or judicial proceeding.

XVI. PUBLIC RECORDS

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

City of Bradenton
City Clerk
101 Old Main Street
Bradenton, FL 34205

Phone: 941-932-9400
Email: Cityclerk@Cityofbradenton.com

XVII. MISCELLANEOUS

A. The Agreement Documents constitute the sole and complete understanding between the parties and supersede all other Agreements between them, whether oral or written with respect to the subject matter. No amendment, change order or addendum to the Agreement Documents is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

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

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

D. If the Consultant is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

E. The Consultant shall not assign or transfer any rights, interests, or obligations under this Agreement (whether by novation or otherwise) without the prior written consent of the City, except that claims for the money due or to become due to the Consultant from the City under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the City. Written notice of any such transfer or assignment due to bankruptcy shall be promptly given to the City.

F. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

G. The failure of any party hereto to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of such party's rights or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

H. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be unaffected thereby and shall remain valid and enforceable as to each party.

I. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

J. Neither the City's review, approval or acceptance of, nor payment for, the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement.

K. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies available at law or in equity.

L. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

M. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the address below:

Consultant's Representative:		City's Administrative Agent:	
Name:	Peter Nikolov, PE, ENV SP	Name:	Kristofer Eccles, PE
Title:	Vice President	Title:	Senior Engineering Manager
Address:	5755 Rio Vista Drive, Clearwater, FL 33760	Address:	888 13th Ave E, Bradenton, FL 34208
Telephone:	727-420-2487	Telephone:	941-462-1996
E-Mail:	pnikolov@pennoni.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

N. Any change in the City's Administrative Agent or the Consultant's Representative will be promptly communicated in writing by the party making the change.

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

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

AGREEMENT FOR
ENGINEERING CONTINUING SERVICES – TRANSPORTATION PLANNING AND DESIGN

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.

[PENNONI ASSOCIATES, INC.]

By: E. Peter Nikolov

Print Name: Peter Nikolov, PE, ENV SP
(Title of Authorized Representative)

Date: June 19, 2026

Title: Vice President

CITY OF BRADENTON

By: _____
GENE BROWN
Mayor

Date: _____

ATTEST:

By: _____
TAMARA MELTON
City Clerk

Approved as to form:

By: _____
SCOTT E. RUDACILLE
City Attorney

EXHIBIT A
SCOPE OF SERVICES

I. Overview

The Consultant shall provide professional engineering services for projects within the utility work program consisting of studies, design, permitting, and certification for all types of transportation-traffic engineering services.

II. Assignment of Work

A. Project sizes may vary, and tasks will be assigned based on individually negotiated work assignments.
B. Consultant shall perform all the services specified in accordance with generally accepted professional standards. Consultant shall perform all services expeditiously with professional skill, care, and orderly progress of work.
C. At least one (1) key personnel shall hold and maintain the state license(s) necessary to perform the requested work
D. All work shall conform to and comply with applicable codes, laws, ordinances, regulations and restrictions.

III. Scope of Services

A. This category of work includes professional engineering design services associated with Public Works Utilities. The work may include, but is not limited to pre-design services, design services, and Services During Construction (SDC) which shall include field and/or office administration tasks.

B. Projects may include but not limited to:

1. Traffic analysis and planning
2. Transportation planning
3. Regional master planning
4. Computer modeling of traffic/trip generation data
5. Traffic impact analysis
6. Roadway engineering
7. Pavement evaluations
8. Signalization design
9. Corridor studies
10. Traffic calming plans
11. Parking needs analysis
12. Intersection analysis
13. Site distance analysis

14. Circulation analysis
15. Traffic control plans
16. Geometric design
17. Site design for traffic flow
18. Value engineering

C. Pre-Design Phase Services

The Consultant shall produce a draft scope of services for the work to be perform as part of the design phase with in thirty (30) days of the City scheduled pre-design kick off meeting.

D. Design Phase Services

The Consultant shall design, permit, and provide bid phase services during the design phase. The services may include, but not limited to:

1. Provide project management services
2. Prepare feasibility studies, investigative studies, route analysis, and preliminary design reports.
3. Participate in the site and development processes.
4. Development of design plans, technical specifications, and related items for bidding projects.
5. Prepare and submit applicable permit application to the appropriate regulatory agencies and respond to Request for Addition Information for individual permits
6. Provide easement and property acquisition assistance, including preparation of legal descriptions and sketches.
7. Provide bid phase services.
8. Coordinate with other disciplines
9. Participate in collaborative project workshops, and public outreach efforts.
10. Compliance with local, state, and federal ordinances and codes.
11. Prepare record drawings

E. Construction Phase Services

SDC provided by the Consultant may include, but not limited to:

1. Provide general program management and maintain routing contact to

discuss progress and project developments with the City.

2. Lead, participate and manage pre-construction meetings, providing minutes, if applicable.
3. Review Requests for Information, submittals, verify quantities, and similar items during the construction phase.
4. Review pay applications, change orders, schedules, progress reports, and as-built drawings.
5. Observe construction projects, prepare daily inspection reports, take photographs and provide to the City's Project Manager.

EXHIBIT B
KEY PERSONNEL

TITLE	PERSONNEL NAME
Principal in Charge	Peter Nikolov
Project Manager	Anthony Castellone

EXHIBIT C
HOURLY RATES

TITLE	HOURLY RATE
Chief Designer	$195.00
Chief Engineer 2	$320.00
Chief Planner	$299.00
Chief Scientist	$239.00
Designer	$160.00
Engineer 1	$171.00
Engineer 2	$210.00
Engineering Intern	$129.00
Principal Engineer	$343.00
Project Manager 1	$240.00
Project Manager 2	$279.00
Project Manager 3	$325.00
Project Planner	$170.00
Secretary/Clerical	$105.00
Senior Designer	$181.00
Senior Engineer 1	$262.00
Senior Engineer 2	$292.00
Senior Environmental Specialist	$190.00
Senior Planner	$220.00
Senior Utility Coordinator	$193.00

EXHIBIT C
HOURLY RATES

SUR Chief Surveyor	$240.00
SUR Field Crew Supervisor 1	$170.00
SUR Senior Surveyor 1	$221.00
SUR Senior Surveyor 2	$280.00
SUR Survey Project Manager 1	$163.00
SUR Survey Project Manager 2	$204.00
SUR Surveyor	$203.00

AGREEMENT FOR
ENGINEERING CONTINUING SERVICES – TRANSPORTATION PLANNING AND DESIGN

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, **Stantec Consulting Services Inc.** a Florida corporation (the "Consultant").

WITNESSETH

WHEREAS, the City required a consultant to provide Engineering Continuing Services for Transportation Planning and Design; and

WHEREAS, the City issued Request for Qualifications (RFQ) #26-022NT on March 18, 2026 (the "Solicitation"); and

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

WHEREAS, the Consultant has reviewed the services required pursuant to this Agreement and is qualified, willing, and able to provide and perform all such services in accordance with its terms; and

WHEREAS, the parties desire to enter into a contract setting forth the terms and conditions of their agreement.

NOW, THEREFORE, the City and the Consultant, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, do agree as follows:

I. AGREEMENT DOCUMENTS AND SCOPE OF CONSULTANT'S SERVICES

The Scope of Services, Key Personnel, and Hourly Rates are attached hereto, and the Solicitation (including all attachments thereto) and the Consultant's Proposal are made part hereof by this reference, and the terms and provisions contained therein shall be incorporated into this Agreement as if fully stated herein (the documents attached hereto, this Agreement, and any Work Assignment(s) hereinafter issued pursuant to this Agreement shall be collectively referred to herein as the "Agreement Documents"). To the extent there is conflict among the terms and provisions of the Agreement Documents, the order of precedence shall be the order in which the Agreement Documents are listed below:

1. Agreement and any amendments;
2. Work Assignments;
3. Scope of Services;
4. Key Personnel;
5. Hourly Rates;
6. Solicitation and any addenda; and
7. Consultant's Proposal.

The Consultant agrees to diligently provide all materials, services, and labor for Engineering Continuing Services for Transportation Planning and Design in accordance with the Scope of Services, attached as Exhibit A incorporated herein (the "Services").

II. TERM

This Agreement shall commence immediately upon execution by both the City and the Consultant and shall continue for an initial period of three (3) years. The Agreement may be renewed for up to two (2) additional one-year periods by written Agreement of both parties.

III. WORK ASSIGNMENTS

A. Consultant shall be engaged to perform specific work through the issuance of a negotiated work assignment ("Work Assignment").

B. Consultant acknowledges that the City has entered into multiple agreements with various firms (collectively with Consultant, the "Firms") for the Services and Work Assignments shall be issued on a rotational basis.

1. Work Assignments shall be issued in accordance with §287.055(2)(g). F.S
2. For each services category identified in the Scope of Services (the "Service Categories"), Purchasing will place the Firms in the City's professional services library in the order they are ranked, with the highest scoring Firm placed in the first position in the rotation.
3. As each Work Assignment is identified, the next Firm in the rotation will be offered the opportunity to negotiate that Work Assignment with the City's Administrative Agent.
4. Should a Firm decline a Work Assignment, fail to respond, or be unable to reach a satisfactory fee negotiation with the City within a reasonable time frame, the City will contact the next Firm on the list until the Work Assignment is successfully negotiated.
    1. Firms will have the option of rejecting one (1) Work Assignment within each Service Category within a twelve-month period without penalty. A second Work Assignment rejection within a Service Category during any twelve-month period will cause the Firm to be skipped in the rotation for the subsequent Work Assignment within the Service Category. A Firm who rejects three (3) Work Assignments (or is unable to satisfactorily negotiate three (3) Work Assignments) in any twelve-month period will be removed from the Service Category.
    2. Firms wishing to reject a Work Assignment for any reason must provide a rejection notification document in form and substance satisfactory to the City. A copy of this form must be provided to Purchasing by the City's Administrative Agent.
5. After notification by the City, the Consultant and City shall negotiate a scope of work, time schedule, and budget for performance of the work. When the scope of work, time schedule and budget are mutually agreeable, the Work Assignment shall be executed by the parties.

C. Consultant will identify and provide qualifications of sub-consultants during the Work Assignment negotiations. The City reserves the right to review and approve all sub-consultants identified in the Work Assignment prior to execution of the Work Assignment.

D. Amendments to Work Assignments shall reference original Work Assignment scope and all items as detailed in section III.B.5 to which they relate. No amendment to a Work Assignment is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

E. If the City's Administrative Agent requires the Consultant to perform additional services related to a Work Assignment, then the Consultant shall be entitled to additional compensation based on the Hour Rates, as amended, to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Agreement by written amendment. The City shall not pay for any additional services or work performed prior to the execution of a written amendment to the Work Assignment.

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

G. Notwithstanding the foregoing, the City reserves the right, in its sole discretion, to disregard the rotation in any Service Category and select ("Direct select") a specific firm to perform the required services.

IV. TERMINATION OF WORK ASSIGNMENTS

The City shall have the right at any time to terminate a Work Assignment. In that event, the Consultant shall cease work and shall deliver to the City all documents (including reports, designs, specifications, and all other data) prepared or obtained by the Consultant in connection with the Work Assignment. The City shall, upon receipt of the aforesaid documents, pay to the Consultant and the Consultant shall accept as full payment for its services, a sum of money equal to (1) the fee for each completed and accepted task as shown in the Work Assignment, plus (2) the fee for the percentage of the work completed in any authorized but completed task, less (3) all previous payments made for the same task.

V. COMPENSATION AND PAYMENT OF CONSULTANT'S SERVICE

A. Each Work Assignment shall include all profit, direct and indirect labor costs, personnel related costs, overhead and administrative costs, travel related out-of-pocket expenses and costs, and all other costs which are necessary to provide the services as outlined in this Agreement. Mark-up for sub-contracted services shall not exceed 10% of actual cost.

B. Consultant acknowledges and agrees that no minimum amount of work is guaranteed under this Agreement and City may elect not to issue any Work Assignments. If a Work Assignment is issued, the City reserves the right to amend, reduce or cancel the Work Assignment in its sole discretion.

C. Consultant represents and warrants that wage rates and other factual unit costs supporting the compensation relative to this Agreement shall be accurate, complete, and current at the time of entering into this Agreement. The amounts set forth in the Agreement will be adjusted to exclude any significant sums by which the Contract Price was increased where the City determines such increase is due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such adjustments must be made within one year following

completion of the Agreement.

D. The City's performance and obligations to pay under this Agreement is contingent up on an appropriation of lawfully available funds by the City Council. The City shall promptly notify the Consultant if the necessary appropriation is not made.

VI. METHOD OF PAYMENT

A. The City shall pay the Consultant in accordance with the Local Government Prompt Payment Act set forth in §218.70, et seq. F.S., upon receipt of the Consultant's invoice and written approval of same by the City's Administrative Agent indicating that the Services have been rendered in conformity with this Agreement.

B. The Consultant shall submit invoices for payment to the address indicated on the Work Assignment(s)for the Services completed. The invoices shall set forth the charges for the completed Services in accordance with the Hourly Rates attached hereto and incorporated herein as Exhibit C.

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.

VII. LIABILITY OF CONSULTANT

A. The Consultant shall indemnify and hold harmless the agency, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the design professional and other persons employed or utilized by the design professional in the performance of the contract.

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

VIII. CONSULTANT'S INSURANCE

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

IX. RESPONSIBILITIES OF THE CONSULTANT

A. Consultant acknowledges that it is familiar with the requirements of the Agreement Documents, and that it will perform the Services as required.

B. The Consultant agrees to respond to communication from the City within three (3) working days unless a shorter response time is specified by the City.

C. The Consultant shall be responsible for the professional quality, technical accuracy, and the coordination of all reports, designs, specifications, other documents and data used or produced by or at the behest of the Consultant under this Agreement. The Consultant shall, without additional compensation, correct or revise any errors or deficiencies in its reports, designs, specifications, other documents and data.

D. The Consultant warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Consultant) to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation,

individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Agreement.

E. Consultant agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Consultant's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Agreement in accordance with the provisions contained herein.

F. The Consultant shall comply with all federal, state, and local laws, regulations, and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.

G. The Consultant shall maintain books, records, documents, and other evidence directly pertaining to or connected with the Services under this Agreement which shall be available and accessible at the Consultant's offices for the purpose of inspection, audit, and copying during normal business hours by the City, or any of its authorized representatives. Such records shall be retained for a minimum of five (5) fiscal years (From October to September) after completion of the Services.

H. The Consultant shall notify the City's Administrative Agent at least one (1) day in advance of any meeting between the Consultant and any City Council Member, regulatory agency or private citizen relating to this Agreement.

I. The Consultant is, and shall be, in the performance of all work, services and activities under this Agreement, an independent contractor. The Consultant is not an employee, agent or servant of the City and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Consultant sole direction, supervision and control. The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all aspects the Consultant's relationship and the relationship of its employees to the City shall be that of an independent contractor and not as employees of the City. Consultant shall be solely responsible for providing benefits and insurance to its employees.

J. The Consultant understands and acknowledges that pursuant to Ch. 934, F.S., Security of Communications; Surveillance, the City DOES NOT CONSENT to the interception and/or disclosure of its oral, wire, or electronic communications. Accordingly, the Consultant warrants it will not utilize nor deploy any electronic, mechanical, or other device (including bots, Artificial Intelligence, or similar software) to record, transcribe, or monitor any such communication during any non-public, in-person or virtual meetings between itself and the City. Consultant activities contrary to this warranty may constitute a felony under Ch. 934, implicate Ch. 119, F.S., Public Records, and/or constitute a material breach of this section and/or other section(s) of this Agreement (e.g. Records Retention, Audits, Ethics, Compliance, and Civility). Only duly authorized City personnel may grant an exception to this prohibition on a case-by-case basis.

X. OWNERSHIP, USE AND FORMATTING OF WORK PRODUCTS

A. It is understood and agreed that the work products, including reports, designs, specifications,

other documents and data developed by the Consultant in connection with the Services shall be delivered to, and shall become the property of the City upon acceptance by the City. The Consultant hereby assigns all its copyright and other proprietary interests in the products of this Agreement to the City. Specific written authority is required from the City's Administrative Agent for the Consultant to use any of the work products of this Agreement on any non-City project.

B. Notwithstanding the above, any reuse of the work products by the City on other projects will be at the risk of the City.

C. The City records all land related changes and/or activities in a Geographic Information System (GIS), the applicable version of which shall be stated in the scope. Therefore, all GIS or Computer Aided Drafting (CAD) formatted data created or modified in support of a project will be provided to the City as a project deliverable for inclusion into the City's GIS, at no additional cost. GIS data files submitted in support of a project must adhere to City GIS standards, and CAD drawings submitted must adhere to City CAD standards.

D. Computer systems and databases used for providing the documents necessary to this Agreement shall be compatible with existing City systems. City PCs run the latest version of the Windows operating system and Windows-based compatible software. Additional detail regarding City technology and system may be obtained by contacting the City's Information Technology Department.

XI. FORCE MAJEURE; PERFORMANCE OF CONSULTANT'S PERSONNEL

A. Time is of the essence in the performance of this Agreement. The Consultant specifically agrees that all work performed under the terms and conditions of this Agreement shall be completed within the time limits as set forth herein, or as otherwise identified in the Agreement Documents or as specified by the City's Administrative Agent, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

B. The Consultant shall ensure that all key personnel, support personnel, and other agents as identified in Exhibit B are fully qualified and capable to perform their assigned tasks. Any changes or substitution to the Consultant's key personnel must receive the City's Administrative Agent's written approval before said changes or substitution can become effective.

XII. OBLIGATIONS OF THE CITY

A. The City's Administrative Agent is designated to do all things necessary to properly administer the terms and conditions of this Agreement, including, but not limited to:

1. Review of all Consultant payment requests for approval or rejection; and
2. Periodic reviews of the work of the Consultant as necessary for the completion of the Consultant's services during the period of this Agreement.

B. The City shall not provide any services to the Consultant in connection with any claim brought on behalf of or against the Consultant.

XIII. TERMINATION

A. The City shall have the right at any time upon thirty (30) calendar days' written notice to the Consultant to terminate the Services of the Consultant for convenience. In the event of termination pursuant to this paragraph, the City shall pay to the Consultant and the Consultant shall accept as full payment for its Services, a sum of money equal to the work completed in any commenced but incomplete Services.

B. Any failure of the Consultant to satisfy the requirements of this Agreement, as documented by the Administrative Agent, shall be considered a default of the Agreement and sufficient reason for termination.

   1. For defaults that are curable (as determined solely by the City), the Consultant shall be notified in writing by the City and shall have an opportunity to cure such default(s) within ten (10) working days after notification.

   2. For defaults that are not curable (as determined solely by the City), notice of the termination date shall be given as deemed appropriate by the City.

C. In the event the City's termination of this Agreement for default is in any way deficient, at the option of the City such termination may be deemed to be a termination for convenience pursuant to Section XIV.A. above.

D. The parties may mutually agree to terminate this Agreement. Such termination shall be evidenced by a notice issued by the City. In the event of termination pursuant to this paragraph, the City shall pay to the Consultant and the Consultant shall accept as full payment for its Services, a sum of money equal to the work completed in any commenced but incomplete Services.

E. In the event that the Consultant has abandoned performance under this Agreement, then the City may terminate this Agreement upon three (3) calendar days' written notice to the Consultant indicating its intention to do so. Payment for work performed prior to the Consultant's abandonment shall be as stated in paragraph XII.D. above. Consultant shall have one hundred and eighty (180) days from the effective date of such termination to submit invoices. Invoices submitted more than one hundred and eighty (180) days after the effective date of such termination may not be accepted for payment.

F. The Consultant shall have the right to terminate Services only in the event of the City failing to pay the Consultant's properly documented and submitted invoice within ninety (90) calendar days of the approval by the City's Administrative Agent.

G. The City reserves the right to terminate and cancel this Agreement in the event the Consultant shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors.

H. After consultation with and written notice to the Consultant providing a reasonable opportunity to cure, the City shall have the right to refuse to make payment, in whole or part due to:

   1. The quality of a portion, or all, of the Consultant's work not performed in accordance with the requirements of this Agreement;

   2. The quantity of the Consultant's work not delivered or performed as represented in

the Consultant's Payment Request, or otherwise;

3. Claims made, or likely to be made, against the City or its property;
4. Damages to the City or a third party caused by the Consultant;
5. The Consultant's failure or refusal to perform any obligation under this Agreement.

XIV. STOP WORK ORDER

A. The City's Administrative Agent, may at any time, by written order to the Consultant, require the Consultant to stop all or any part of the work called for by this Agreement. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Consultant. Upon receipt of such as order, the Consultant shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Consultant shall not resume work unless specifically so directed in writing by the City. Before the stop work order expires unless it is extended, the Administrative Agent shall take one of the following actions:

1. Cancel the stop work order; or
2. Terminate the work covered by the order; or
3. Terminate this Agreement in accordance with the provisions contained in Section XIV.A.

B. In the event the City elects not to direct the Consultant to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XIV.A. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the City does not direct the Consultant to resume work within ninety (90) days, the Consultant may terminate this Agreement.

XV. DISPUTE RESOLUTION

A. To the extent Chapter 558, F.S. is applicable, the parties expressly opt out of the requirements of Chapter 558, F.S., within the meaning of §558.005(1), F.S.

B. In the event of a dispute or claim arising out of this Agreement, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Manatee County, Florida, with the parties sharing equally in the cost of such mediation.

C. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.

D. Any dispute, action or proceeding arising out of or related to this Agreement will be exclusively commenced in the state courts of Manatee County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.

E. The parties hereby waive all rights to trial by jury for any litigation concerning this Agreement.

F. This Agreement and the rights and obligations of the parties shall be governed by the laws of

the State of Florida without regard to its conflict of laws principles.

G. Unless otherwise agreed in writing, the Consultant shall be required to continue its service and all other obligations under this Agreement during the pendency of any claim or dispute including, but not limited to, the actual period of mediation or judicial proceeding.

XVI. PUBLIC RECORDS

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

City of Bradenton
City Clerk
101 Old Main Street
Bradenton, FL 34205

Phone: 941-932-9400
Email: Cityclerk@Cityofbradenton.com

XVII. MISCELLANEOUS

A. The Agreement Documents constitute the sole and complete understanding between the parties and supersede all other Agreements between them, whether oral or written with respect to the subject matter. No amendment, change order or addendum to the Agreement Documents is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

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

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

D. If the Consultant is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

E. The Consultant shall not assign or transfer any rights, interests, or obligations under this Agreement (whether by novation or otherwise) without the prior written consent of the City, except that claims for the money due or to become due to the Consultant from the City under this Agreement may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the City. Written notice of any such transfer or assignment due to bankruptcy shall be promptly given to the City.

F. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Agreement or any applicable law.

G. The failure of any party hereto to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver of such party's rights or deprive such party of the right thereafter to insist upon strict adherence to that term or any other term of this Agreement.

H. If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be unaffected thereby and shall remain valid and enforceable as to each party.

I. The parties covenant and agree that each is duly authorized to enter into and perform this Agreement and those executing this Agreement have all requisite power and authority to bind the parties.

J. Neither the City's review, approval or acceptance of, nor payment for, the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or any cause of action arising out of the performance of this Agreement.

K. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies available at law or in equity.

L. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

M. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the address below:

Consultant's Representative:		City's Administrative Agent:	
Name:	Frank Domingo, PE	Name:	Kristofer Eccles, PE
Title:	Senior Project Manager	Title:	Senior Engineering Manager
Address:	6920 Professional Parkway, Sarasota, FL 34240-8414	Address:	888 13th Ave E, Bradenton, FL 34208
Telephone:	941-225-6182	Telephone:	941-462-1996
E-Mail:	Frank.domingo@stantec.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

N. Any change in the City's Administrative Agent or the Consultant's Representative will be promptly communicated in writing by the party making the change.

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

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

AGREEMENT FOR
ENGINEERING CONTINUING SERVICES – TRANSPORTATION PLANNING AND DESIGN

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.

STANTEC CONSULTING SERVICES INC.

By: Kristopher A Wilhoit Digitally signed by Kristopher A Wilhoit DN: CN=Kristopher A Wilhoit, dnQualifier=A01410C000000199A11F6EB7000B8F58, O=Unaffiliated, C=US Reason: I have reviewed this document Date: 2026.06.22 13:23:20-04'00'

Print Name: Kristopher A. Wilhoit, PE
(Title of Authorized Representative)

Date: June 22, 2026

Title: Vice President

CITY OF BRADENTON

By: _____
GENE BROWN
Mayor

Date: _____

ATTEST:

By: _____
TAMARA MELTON
City Clerk

Approved as to form:

By: _____
SCOTT E. RUDACILLE
City Attorney

EXHIBIT A
SCOPE OF SERVICES

I. Overview

The Consultant shall provide professional engineering services for projects within the utility work program consisting of studies, design, permitting, and certification for all types of transportation-traffic engineering services.

II. Assignment of Work

A. Project sizes may vary, and tasks will be assigned based on individually negotiated work assignments.
B. Consultant shall perform all the services specified in accordance with generally accepted professional standards. Consultant shall perform all services expeditiously with professional skill, care, and orderly progress of work.
C. At least one (1) key personnel shall hold and maintain the state license(s) necessary to perform the requested work
D. All work shall conform to and comply with applicable codes, laws, ordinances, regulations and restrictions.

III. Scope of Services

A. This category of work includes professional engineering design services associated with Public Works Utilities. The work may include, but is not limited to pre-design services, design services, and Services During Construction (SDC) which shall include field and/or office administration tasks.

B. Projects may include but not limited to:

1. Traffic analysis and planning
2. Transportation planning
3. Regional master planning
4. Computer modeling of traffic/trip generation data
5. Traffic impact analysis
6. Roadway engineering
7. Pavement evaluations
8. Signalization design
9. Corridor studies
10. Traffic calming plans
11. Parking needs analysis
12. Intersection analysis
13. Site distance analysis

14. Circulation analysis
15. Traffic control plans
16. Geometric design
17. Site design for traffic flow
18. Value engineering

C. Pre-Design Phase Services

The Consultant shall produce a draft scope of services for the work to be perform as part of the design phase with in thirty (30) days of the City scheduled pre-design kick off meeting.

D. Design Phase Services

The Consultant shall design, permit, and provide bid phase services during the design phase. The services may include, but not limited to:

1. Provide project management services
2. Prepare feasibility studies, investigative studies, route analysis, and preliminary design reports.
3. Participate in the site and development processes.
4. Development of design plans, technical specifications, and related items for bidding projects.
5. Prepare and submit applicable permit application to the appropriate regulatory agencies and respond to Request for Addition Information for individual permits
6. Provide easement and property acquisition assistance, including preparation of legal descriptions and sketches.
7. Provide bid phase services.
8. Coordinate with other disciplines
9. Participate in collaborative project workshops, and public outreach efforts.
10. Compliance with local, state, and federal ordinances and codes.
11. Prepare record drawings

E. Construction Phase Services

SDC provided by the Consultant may include, but not limited to:

1. Provide general program management and maintain routing contact to

discuss progress and project developments with the City.

2. Lead, participate and manage pre-construction meetings, providing minutes, if applicable.
3. Review Requests for Information, submittals, verify quantities, and similar items during the construction phase.
4. Review pay applications, change orders, schedules, progress reports, and as-built drawings.
5. Observe construction projects, prepare daily inspection reports, take photographs and provide to the City's Project Manager.

EXHIBIT B
KEY PERSONNEL

TITLE	PERSONNEL NAME
Principal Engineer	Kris Wilhoit, PE
Senior Project Manager	Frank Domingo, PE
Principal Surveyor	Bob Cunningham, PSM
Senior Transportation Engineer	Matt Crim, PE, PTOE
Principal Planner	Matt Lewis, AICP
Principal Engineer	Matt Maher, PE, PTOE
Principal Engineer	Jason Yam, PE
Senior Transportation Engineer	Katie Agoado, PE
Transportation Engineer	Brigitte Lapido-Loureiro, PE
Principal Engineer	Mark Modjeski, PE, IMSA II
Senior Traffic Engineer	David Allen, PE
Transportation Engineer	Alexandra Johnson, PE
Transportation Engineer	Jared Zech, PE
Senior Transportation Engineer	Jordan Corby, PE, PMP
Principal / Director	Tom Szubka, PTMP, CPP

EXHIBIT B
KEY PERSONNEL

Community Outreach Specialist – Senior	Barbara Catlin

EXHIBIT C
HOURLY RATES

TITLE	HOURLY RATE
Principal Engineer	$ 302.00
Senior Project Manager	$ 264.00
Principal Surveyor	$ 250.00
Senior Transportation Engineer	$ 250.00
Principal Planner	$ 250.00
Principal Engineer	$ 291.00
Principal Engineer	$ 291.00
Senior Transportation Engineer	$ 226.00
Transportation Engineer	$ 214.00
Principal Engineer	$ 291.00
Senior Traffic Engineer	$ 237.00
Transportation Engineer	$ 226.00
Transportation Engineer	$ 214.00
Senior Transportation Engineer	$ 250.00
Senior Planner	$ 226.00
Planner	$ 198.00
Traffic Engineer	$ 184.00
Engineer	$ 184.00
Senior Designer	$ 214.00
CAD Technician	$ 164.00

EXHIBIT C
HOURLY RATES

Senior Inspector	$ 184.00
Project Manager Assistant	$ 174.00
Principal / Director	$ 370.00
Community Outreach Specialist – Senior	$ 126.30

AGENDA ITEM NO. 6.ad

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: July 22, 2026

SUBMITTED BY: Marcus Kerber, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Fourth Contract Extension of PB-22-041MK with Thatcher Chemical of Florida, Inc.

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
On July 20, 2022 the City of Bradenton and Thatcher Chemical of Florida, Inc. (Contractor) entered into agreement PB-22-041MK to provide the City with ammonium sulfate 40% and technical assistance. The Agreement provided for a one-year term, through July 20, 2023, and provided the parties with the option to renew for four (4) additional one-year periods. The parties exercised the first, second and third renewal option. The parties now wish to renew the Agreement for the final fourth one-year option through July 20, 2027.

FINANCIAL IMPACT:
Funded by account (40253320 552900).

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

SUGGESTED MOTION:
Motion to approve the fourth contract extension of PB-22-041MK with Thatcher Chemical of Florida, Inc.

ATTACHMENTS:

Fourth Contract Extension of PB-22-041MK with Thatcher Chemical of Florida, Inc.

Fourth Contract Extension of PB-22-041MK between Thatcher Chemical of Florida, Inc. and the City of Bradenton

This FOURTH CONTRACT EXTENSION of PB-22-041MK (the "Extension"), is made this 22nd day of July 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 THATCHER CHEMICAL OF FLORIDA, INC., a for profit corporation (hereinafter referred to as "Contractor), with a principal office located at 245 Hazen Road, DeLand, Florida 37720.

WITNESSETH:

WHEREAS, the City and Contractor entered into PB-22-041MK (the "Contract") on July 20, 2022, whereby Contractor was to provide the City with ammonium sulfate 40% and technical assistance;

WHEREAS, the Contract with the City provided for a one-year term, through July 20, 2023;

WHEREAS, the Contract allows the option to renew for four (4) additional one-year periods;

WHEREAS, the Parties exercised the first option to renew and extended the term of the Contract to July 20, 2024;

WHEREAS, the Parties exercised the second option to renew and extend the term of the Contract to July 20, 2025;

WHEREAS, the Parties exercised the third option to renew and extend the term of the Contract to July 20, 2026;

WHEREAS, the Parties desire to exercise the fourth option to renew to extend the term of the Contract for an additional one-year period 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 22nd day of July, 2026.

Michael T. Mitchell, as President
Thatcher Chemical of Florida, Inc.

13 July, 2026
Date

Gene Brown
Mayor, City of Bradenton

Date

Erin Jones
Digitally signed by Erin Jones
Date: 2026.07.14 08:35:02 -04'00'

Erin Jones, NIGP-CPP, CPPO, CPPB, FCCM
Purchasing Manager, City of Bradenton

7/14/2026
Date

5614255v1

AGENDA ITEM NO. 6.ae

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: July 22, 2026

SUBMITTED BY: Jeremy Giddens, Police

ITEM TYPE: Miscellaneous

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Acceptance of the 2026 High Visibility Enforcement (HVE) Grant

SUGGESTED ACTION: Approval of the Pedestrian and Bicycle Safety High Visibility Enforcement (HVE) Grant Agreement between the City of Bradenton Police Department and the Institute of Police Technology and Management (IPTM).

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:

The Florida Department of Transportation (FDOT), through the Institute of Police Technology and Management (IPTM), has awarded the City of Bradenton Police Department $6,041.24 to support the Pedestrian and Bicycle Safety High Visibility Enforcement (HVE) Program. The grant reimburses eligible overtime costs associated with targeted traffic safety education and enforcement activities focused on reducing pedestrian and bicycle-related crashes, injuries, and fatalities within identified high-risk corridors.

FINANCIAL IMPACT:

The grant provides reimbursement funding of up to $6,041.24 for eligible overtime enforcement activities. No local match is required. Participation in the program is not expected to result in any additional fiscal impact to the City.

ATTORNEY REVIEW/RECOMMENDATION:
Subject to review and approval as to form and legal sufficiency prior to execution.

SUGGESTED MOTION:

Motion to approve the FDOT Pedestrian and Bicycle Safety High Visibility Enforcement (HVE) Grant Agreement for $6,041.24 and authorize the Mayor to execute the agreement and any related revisions.

ATTACHMENTS:
High Visibility Enforcement Program (HVE) Grant Award.pdf

Docusign Envelope ID: 73B51306-FB77-8165-82FC-9A12292103FB

Institute of Police Technology and Management

University of North Florida
12000 Alumni Drive | Jacksonville, Florida 32224
Phone: (904) 620-4786 | Fax: (904) 620-2453
www.iptm.org

July 1, 2026

Mr. Chris Craig
Traffic Safety Administrator
Florida Department of Transportation
605 Suwannee Street, MS 53
Tallahassee, Florida 32399

RE: Pedestrian and Bicycle Safety High Visibility Enforcement and Support Program
Project Number: 433144-1-8404
Contract Number: G3P01

Dear Mr. Craig,

We are requesting subcontract approval under the aforementioned subgrant agreement. The request is for approval of a contractual services agreement between IPTM and City of Bradenton in the amount of $6,041.24. Under the contract, Bradenton Police Department will conduct overtime high visibility education and enforcement operations through May 7, 2027.

I appreciate your consideration of this request.

Sincerely,

Angel Williams
Coordinator

Attachment

Letter of Agreement and Contract

In this contract between the City of Bradenton ("Agency") and University of North Florida Training and Services Institute, Inc., d/b/a Institute of Police Technology and Management ("IPTM"), a direct support organization of the University of North Florida ("University"), the Agency shall perform the services as outlined in the scope of services (Exhibits A & B). The contract period will begin upon execution and will end on May 7, 2027.

Total contract amount will not exceed $6,041.24

The parties to this contract shall be bound by all applicable state and federal requirements as outlined in Florida Department of Transportation (FDOT) Project # 433144-1-8404, FDOT Contract # G3P01. All services must be completed by May 7, 2027. The final invoice must be received by June 4, 2027 or payment will be forfeited.

It is expressly understood that the Agency is an independent contractor, and not an agent of the FDOT or the University of North Florida. The FDOT and the University's ("State Agencies" or individually "State Agency") respective total liability in negligence or indemnity for acts of its employees or officers shall not exceed the limits of their waiver of sovereign immunity provided under Section 768.28, Florida Statutes. The FDOT, the University, and the Agency shall each be responsible for its own attorney fees in the event of a dispute.

To the fullest extent permitted by law, the Agency shall indemnify and hold harmless IPTM and the State of Florida, Department of Transportation, including the Department's officers and employees, 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 contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and IPTM's sovereign immunity.

Agency is a subdivision, as defined in Section 768.28, Florida Statutes, and Agency agrees to be fully responsible only to the extent provided by Section 768.28, Florida Statutes, for the negligent or wrongful acts or omission of any employee of the Agency while the employee is acting within the course and scope of the employee's employment, and for any damages proximately caused by said acts or omissions or torts.

Nothing herein shall be construed as consent by a State Agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this contract. No State Agency or subdivision indemnifies any other party or person beyond the extent permitted under the law, no matter what the circumstances. Nothing herein shall be construed as a waiver by the FDOT, the University, and the Agency of any rights or limits to liability existing under Section 768.28, Florida Statutes.

In accordance with the contract, the Agency is authorized to perform the tasks detailed in the scope of services (Exhibits A & B) and is fully responsible for satisfactory completion of all services. Services performed prior to receiving an executed contract from the University will not be eligible for reimbursement. This contract does not involve the purchase of Tangible Personal Property, as defined in Chapter 273, Florida Statutes.

This is a cost reimbursable contract. To be eligible for reimbursement, all costs must be allowable pursuant to state and federal expenditure laws, rules and regulations and must be essential to the successful completion of the tasks identified in this contract for services.

If a cost benefits more than one project, a determination must be made and documentation provided to support that the cost is distributed in a reasonable and consistent manner across all benefiting projects.

CANCELLATION: This contract may be unilaterally cancelled by FDOT or the University for refusal by the Agency to allow public access to all documents, papers, letters, or other material made or received by the Agency in conjunction with this contract, unless Florida law provides that the records are confidential and/or exempt from the disclosure requirements of section 24(1) of Article 1 of the state constitution and section 119.07(1), Florida Statutes.

EXHIBIT "A"

SCOPE OF SERVICES
PEDESTRIAN AND BICYCLE SAFETY
HIGH VISIBILITY EDUCATION AND ENFORCEMENT CAMPAIGN

I. **OBJECTIVE:**
The Florida Department of Transportation ("FDOT"), through a subgrant with University of North Florida ("University"), will utilize law enforcement support to reinforce safe pedestrian, bicyclist, and driver behaviors in priority counties in Florida. The goal of this effort is to reduce traffic crashes resulting in serious and fatal injuries to pedestrians and bicyclists using high visibility education and enforcement details.

II. **PURPOSE:**
In 2024, 3,098 people lost their lives in traffic crashes on Florida's roadways. More than 21% of them were pedestrians (678) and more than 6% were bicyclists (209).

The **Purpose** of this funding opportunity is to develop and implement effective community level High Visibility education and enforcement details in areas with the highest representation of traffic crashes resulting in serious and fatal injuries to pedestrians and bicyclists.

The project **Goal** is to mitigate crashes by increasing awareness of and compliance with traffic laws that protect the safety of pedestrians and bicyclists on Florida's roads.

Pedestrians and bicyclists are more vulnerable than all other road users. Traffic crashes involving pedestrians and bicyclists are more likely to result in fatal or serious injuries than any other types of traffic crashes.

Speed, impairment, and distractions contribute to unsafe conditions for pedestrians and bicyclists and may be included in enforcement operations where there is data to support the need for these interventions to improve the safety of pedestrians and bicyclists.

Pedestrian decoys may only be included in enforcement operations to improve driver yield rates at mid-block crossing locations to improve the safety of pedestrians and bicyclists.

This campaign is a component of Florida's Bicycle/Pedestrian Focused Initiative and is implemented by the Institute of Police Technology and Management (IPTM) under the direction of the Florida Department of Transportation (FDOT). This campaign supports the goals established in Florida's Pedestrian and Bicycle Strategic Safety Plan. High Visibility Enforcement activities are being implemented to mitigate crashes by educating pedestrians, bicyclists, and motorists on traffic laws pertaining to pedestrian and bicycle safety and increasing compliance with those laws.

III. **IPTM RESPONSIBILITIES:**
IPTM will provide the required training/training materials, a copy of Florida's Pedestrian and Bicycle Strategic Safety Plan, and educational materials to the Agency for distribution during enforcement operations upon contract execution. Additional educational materials, bicycle lights, and electronic media may be requested by the Agency but are subject to availability. IPTM reserves the right to review and audit the Agency's compliance with the terms of this Letter of Agreement and Contract. IPTM also reserves the right to reduce the amount of funding allocated under this Letter of Agreement and Contract when it is determined that the Agency will be unable to properly utilize the full funding amount as outlined herein.

IV. **AGENCY SERVICES AND RESPONSIBILITIES:**
Agency will provide high visibility education and enforcement of all road users, including pedestrians, bicyclists, and motorists, to change behaviors and improve the safety of pedestrians and bicyclists. Agency will conduct on-street education and enforcement details at pre-approved locations within pre-approved times and distribute educational materials with each contact. Education is the preferred method of behavior correction. Warnings and/or citations to pedestrians, bicyclists, and motorists will be guided by

the Agency's policies and procedures and must comply with Florida law. These operations are designed to reach more than just the individuals who are stopped or contacted, they should also be highly visible to anyone driving, walking, or biking in the area in a way that associates the enforcement activity with the safety awareness campaign. The Agency shall record all detail activity that documents the education and enforcement outputs for each detail conducted during the contract period using the provided online platform.

To be reimbursable, activities conducted by the Agency must meet the requirements listed in this Letter of Agreement and Contract to include the following:

- Operations must begin within 60 days of the contract execution date. Exceptions require the approval of IPTM.
- Only overtime hours for sworn law enforcement officers are eligible for reimbursement (non-sworn civilian personnel are not eligible unless explicitly approved in writing by IPTM).
- Operations must be highly visible to anyone driving, walking, or biking in the area. It is strongly suggested that operations include a combination of high visibility elements with a coordinated media awareness campaign similar to those used in sobriety checkpoints or other enforcement mobilizations.
- Funds may not to be used to supplant the Agency's enforcement and educational efforts funded by other local, state, or federal sources. Duplicated efforts are not eligible for reimbursement.
- Agency will not be reimbursed for education and enforcement details that take place at locations outside of those pre-approved by the FDOT and outlined in Exhibit C of this agreement.
- Agency will not be reimbursed for education and enforcement details that take place outside of the day(s) and times of day pre-approved by the FDOT and outlined in Exhibit C of this agreement (each detail location may have different pre-approved days and times of day).

Minimum Level of Service

Agency shall conduct highly visible education and enforcement operations at each of the identified locations outlined in Exhibit C of this agreement, prioritizing efforts towards higher ranked (Tier 1) locations.

☒Both Tier 1 and Tier 2 locations: Tier 1 locations shall be worked from contract execution through May 7, 2027. Tier 2 locations can be worked in addition to Tier 1 locations from February 1, 2027 through May 7, 2027.

☐Only Tier 2 locations shall be worked from contract execution through May 7, 2027.

A minimum of two (2) media engagements should be conducted in conjunction with these high visibility enforcement operations during the contract period.

Agency performance will be evaluated based on their prioritization of enforcement details to areas with the highest representation of traffic crashes resulting in serious and fatal injuries to pedestrians and bicyclists and on the visibility of the mobilization.

- Agency will not be reimbursed for administrative time, travel time, meal breaks or other hours that are not for participation in the education and enforcement overtime details aimed at reducing traffic crashes resulting in serious or fatal injuries to pedestrians or bicyclists, or attendance at required training outside of the training requirement listed within this contractual service agreement.
- Each officer is limited to a maximum of eight (8) hours of reimbursable overtime in any single day (defined as 12:00 a.m. to 11:59 p.m.), unless there are extenuating circumstances at the end of a shift

that causes the hours to exceed this limit. **Extenuating circumstances must be documented in the activity report.** There is no pay period limit.

- Officer training is mandatory. For their overtime hours to be reimbursable, officers working the education and enforcement details must first complete the required four-hour training course titled *"Pedestrian and Bicycle Law Enforcement: Laws, Procedures and Best Practices."* To remain eligible, officer "refresher training" is required for any officer who completed the four-hour training course titled *"Pedestrian and Bicycle Law Enforcement: Laws, Procedures and Best Practices"* **prior to June 30, 2025.** The refresher training class titled "*Pedestrian & Bicycle Safety: A Law Enforcement Review"* is not a substitute for the 4-hour classroom course for initial eligibility into this program.

- Agency may be reimbursed for a limited number of sworn law enforcement officers to attend the required four-hour training course titled *"Pedestrian and Bicycle Law Enforcement: Laws, Procedures and Best Practices"* or the two (2) hour online refresher training course titled "*Pedestrian & Bicycle Safety: A Law Enforcement Review".* For their overtime hours to be reimbursable, attendance at the training must be within the contract period and must be on overtime status. Although every sworn law enforcement officer may attend the training, overtime reimbursement is limited to those officers who will actually take part in education and enforcement details.

- Public awareness is a key element of the high visibility enforcement model. The Agency is strongly encouraged to distribute a minimum of two (2) media releases during the contract period. The first media release announcing that operations are beginning should be distributed a minimum of seven (7) days in advance of the first education/enforcement detail. The second media release should include a reminder that details are ongoing. This second media release should be distributed approximately halfway through the contract period. Additional media engagement is also encouraged throughout the contract period. Media releases may include social or digital media but must also be distributed through local media outlets. Proof of media engagement should be provided within 30 days of the press release or news report.

- The Agency shall distribute the provided safety educational materials during all education and enforcement details. Materials will be provided to Agency free of charge for this purpose.

- Agency may elect to participate in bicycle light distribution to improve nighttime visibility and compliance with F.S. 316.2065(7). A Bicycle Light Distribution Assurance Form provided by IPTM is required for each bicycle light set that is distributed. The required documentation must be signed by the officer and submitted to IPTM or through the provided online platform along with the detail report for the period in which the lights were distributed.

- Invoice submissions must document that each officer was on overtime status while working the education and enforcement details in order to be eligible for reimbursement.

HIGH VISIBILITY ENFORCEMENT (HVE)

All law enforcement agencies shall conduct High Visibility Enforcement while conducting enforcement under this contractual service agreement.

High Visibility Enforcement is defined as:

Intense:	Enforcement activities are over and above what normally takes place.
Frequent:	Enforcement occurs often enough to create general deterrence.
Visible:	A majority of the public sees or hears about the enforcement.
Strategic:	Enforcement targets high-risk locations during high-risk times.

APPROVED PERSONNEL LIST

Prior to commencing the services outlined under this contract, Agency must submit a list of personnel authorized to participate in overtime details under this agreement through the provided online platform. The name and fully loaded hourly overtime rates to be used for each officer must be submitted. The overtime rates may include the costs of hourly overtime plus associated fringe benefits paid upon the overtime. Only hours from officers listed shown on the authorized personnel list are eligible for reimbursement under this agreement. The authorized personnel list shall be updated as needed to add officers and update overtime pay rates.

METHOD OF COMPENSATION/PAYMENT SCHEDULE

Invoices must be submitted at least monthly (every 30 days), beginning within 90 days of the contract execution date. Invoices must contain the following:

- **Invoice** to include summary of hours charged and total due.

- **Payroll documentation:** Agency must submit payroll documentation to accompany each invoice. This payroll documentation should clearly indicate that the detail hours worked under this contract were on overtime status along with the overtime rates that were paid. As this is a cost-reimbursable contract, IPTM can only reimburse the Agency for an amount up to the total costs incurred for the overtime worked; therefore, Agency must include either a pay stub or payroll ledger documenting payment to each officer for which reimbursement is requested. It is the responsibility of the Agency to redact any personally identifiable information such as Social Security numbers prior to submission.

  The overtime pay rate for personnel shall be based on the actual cost per employee in accordance with the agency's payroll policy. Each agency shall comply with Fair Labor Standards Act (FLSA) requirements and thresholds for overtime accrual and payment and its own policies and procedures, insofar as those policies apply uniformly to both federally financed and other activities of the agency, as required by 2 CFR 200.403(c). Additional hours may be called overtime, call-out, off duty, extra, additional, etc.

  As part of the "fully burdened" overtime costs, the agency can be reimbursed for the additional benefit costs paid on the overtime worked. These benefit costs must be additional costs incurred specifically as a result of the overtime being reimbursed. These benefits may include associated portions of FICA (Social Security and Medicare), Worker's Compensation, Retirement benefits, and fixed shift differential costs. Prorated portions of leave accrual, health/life insurance, uniform allowance, vehicle usage, salary incentive, and other standard benefits cannot be reimbursed as they are not additional costs incurred specifically as a result of the overtime worked.

- **Detail Activity:** Agency shall record detail activity that documents the education and enforcement outputs for each detail conducted through the provided online platform. The activity will document that each detail conducted meets the minimum level of service as outlined in this agreement and show the officers assigned, date, days and/or times, location, contacts made, number of materials distributed, and the numbers of educational contacts, warnings and citations issued to motorists, pedestrians, and bicyclists for each statute. Detail Activity submissions shall be consistent with the corresponding invoices and payroll documentation.

All invoices must be submitted through the provided online platform. In case the provided online platform is unavailable, invoice documentation can be sent electronically to ped.bike.safety@iptm.org.

All requests for reimbursement shall be signed by an Authorized Representative of the Agency, or their delegate.

The University has 40-days to review and process invoices for services. This process begins on the date the Agency invoice is received, inspected, and approved. Invoices may be returned if not completed properly. If a payment is not available within 40 days from the University approval, a separate interest

penalty at a rate as established pursuant to Section 55.03(1), F.S., will be due and payable, in addition to the invoice amount, to the Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Agency requests payment. Invoices that have to be returned to a Agency because of Agency preparation errors will result in a delay in the payment and is not subject to the interest penalty. The Agency payment requirements do not start until a properly completed financial reimbursement request is provided to the University.

FINANCIAL CONSEQUENCES

Payment shall be made only after receipt and approval of services provided. If the University determines that the performance of the Agency does not comply with the contract requirements, the University shall notify the Agency of the deficiency to be corrected, and the correction shall be made within a timeframe to be specified by the University. If the deficiency is subsequently resolved, the University agrees to pay the invoice(s) for the unpaid amount(s) during the next billing period. If the Agency is unable to resolve the deficiency, the funds shall be forfeited at the end of this contractual service agreement.

PRE-APPROVED HVE LOCATIONS

Education and enforcement overtime details are only authorized at locations (specific intersections, corridors, and/or regions) that have been pre-approved by the FDOT. Agency may not be reimbursed for efforts conducted at locations that have not been pre-approved, that take place prior to the date of the approval of this agreement, or that do not comply with the minimum level of service as outlined in this agreement.

Maximum number of officers permitted at pre-approved locations:

- 0.5 mile or less - 3 officers permitted
- 0.51 miles to 0.75 miles – 5 officers permitted
- 0.76 miles or more – 8 officers permitted

The Agency will not be eligible for reimbursement for officers that exceed the maximum number permitted.

Each pre-approved location will have clearly defined boundaries; day(s) and times of day in which the overtime details can be worked and will be outlined in Exhibit C.

REQUESTS FOR ADDITIONAL FUNDING

The Agency may request an increase to the total funding amount of this contract during the contract period. If the funding is available, the increased funding request may be considered if the Agency has:

- satisfied all of the provision listed within this contract
- submitted timely invoices and record of detail activity submissions
- conducted HVE overtime detail efforts in a manner that supports the stated goal
- expended 80% or more of the current contract funding amount
- pedestrian and bicyclist crash circumstances within the Agency's jurisdiction support the increased funding amount

Increased funding will be based upon availability and must be approved by the FDOT.

Increased funding will be accomplished through an amendment to this contract which must be signed by the FDOT, Agency, and IPTM.

Requests for increased funding must be submitted to IPTM and received on or before February 27, 2027.

NON-DISCRIMINATION AND ETHICAL STANDARDS

No person shall, on the ground of race, color, religion, sex, handicap, or national origin, be subjected to discrimination under any program or activity supported by this contract. The agency agrees to comply with the Florida Civil Rights Act (F.S. 760)
http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&URL=0700-0799/0760/0760.html

All officers participating in High Visibility Enforcement activities are required to comply with the Law Enforcement Officer Ethical Standards of Conduct as established by the Florida Department of Law Enforcement. https://www.fdle.state.fl.us/Content/CJST/Menu/Officer-Requirements-Main-Page/LE-Ethical-Standards-of-Conduct.aspx

CORE ACTIVITY PERFORMANCE MEASURES / MINIMUM LEVEL OF SERVICE TO BE PERFORMED AND CRITERIA FOR EVALUATING SUCCESSFUL COMPLETION.

Each law enforcement agency is encouraged to complete all of the tasks as outlined within this contract. All agencies are required to complete a minimum of (80%) eighty percent of contracted efforts within the contract period to be eligible for "agency of the year award" consideration. Each successive fiscal year, agencies will be prioritized for funding based on percentage of performance expectations that were met.

CONSEQUENCES FOR NON-PERFORMANCE

If the Agency is unable to properly utilize the full funding amount as outlined herein, the amount of funding for subsequent periods may be reduced. In the event that the required services are in dispute, the invoice may be pro-rated, reduced, or payment withheld until adequate documentation is provided to support the completion of such services and the dispute is resolved. If requirements are not met, the invoice will be pro-rated and payment will only be made for services that were completed as outlined in this agreement. Failure to submit invoices, detail activity reports, or other deliverables as outlined in this contract may result in termination of the agreement.

EXHIBIT "B"

EFFORT SUMMARY

FLORIDA'S PEDESTRIAN AND BICYCLE FOCUSED INTITIATIVE
HIGH VISIBILITY ENFORCEMENT CAMPAIGN

QUANTIFIABLE, MEASURABLE, AND VERIFIABLE DELIVERABLES

- A minimum of two (2) media engagements should be conducted in conjunction with these high visibility enforcement operations during the contract period.
- Detail Activity Reports shall be submitted for each education and enforcement detail worked.
- Bicycle Light Distribution Assurance Forms shall be submitted for each bicycle light kit distributed.
- Invoices shall be submitted for each month or payroll period in which overtime details were performed beginning the month following contract execution.

PERFORMANCE MEASURES

Proof of performance documentation shall be submitted. This includes, but is not limited to, the following:

- Detail Activity Submissions
- Proof of media engagements
- Proof of overtime hours worked

BUDGET/COST ANALYSIS

- The name and fully loaded hourly overtime rates to be used for each officer must be submitted.
- The overtime rates may include the costs of hourly overtime plus associated fringe benefits paid upon the overtime.
- Only hours from officers listed and shown on the authorized personnel list are eligible for reimbursement under this agreement.
- Only overtime hours for sworn law enforcement officers are eligible for reimbursement (non-sworn civilian personnel are not eligible unless explicitly approved in writing by IPTM).
- Each officer is limited to a maximum of eight (8) hours of reimbursable overtime in any single day (defined as 12:00 a.m. to 11:59 p.m.).
- Only maximum number of officers permitted at pre-approved locations are eligible for reimbursement under this agreement.
- Payroll documentation should clearly indicate that the detail hours worked under this contract were on overtime status along with the overtime rates that were paid.
- ☒Both Tier 1 and Tier 2 locations: Tier 1 locations shall be worked from contract execution through May 7, 2027. Tier 2 locations can be worked in addition to Tier 1 locations from February 1, 2027 through May 7, 2027.
  ☐Only Tier 2 locations shall be worked from contract execution through May 7, 2027.
- Payment shall be made only after receipt and approval of services provided.

Total contract amount not to exceed: $6,041.24

EXHIBIT "C"

Locations for Bradenton Police Department
Florida's Pedestrian and Bicycle Focused Initiative
High Visibility Enforcement Campaign

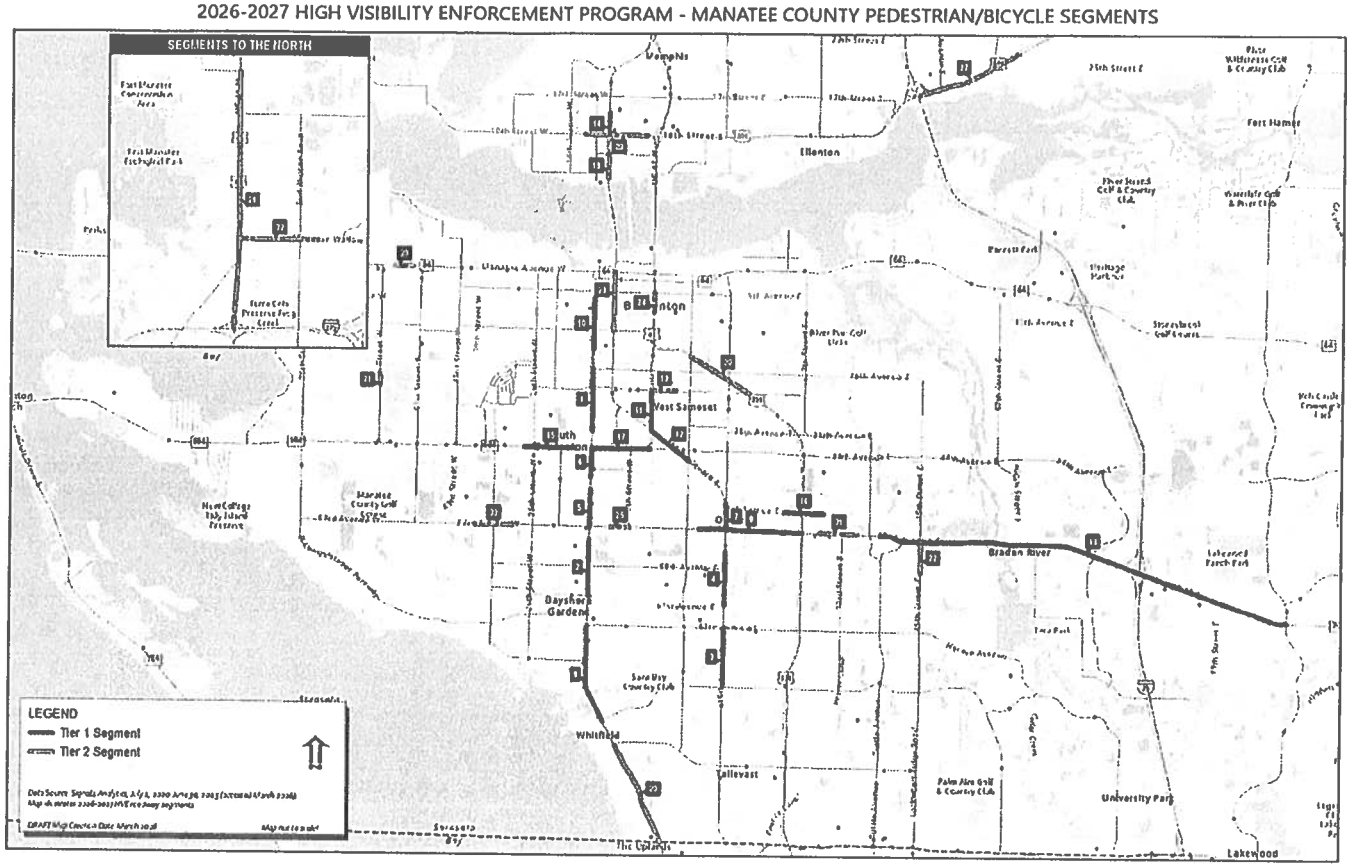
MANATEE COUNTY PEDESTRIAN/BICYCLE HIGH CRASH SEGMENTS

Rank	Roadway Name	From	To	Length (miles)	Tier	Time Range		Day of the Week
						From	To	
10	14TH STREET W	21ST AVENUE W	10TH AVENUE W	0.66	1	600	2400	Monday, Tuesday, Thursday, Friday, and Saturday
21	59TH STREET W	33RD AVENUE DR W	29TH AVENUE W	0.12	2	1100	2100	Monday and Tuesday
23	MANATEE AVENUE	57TH STREET W	53RD STREET W	0.22	2	1200	1600	Wednesday, Friday, and Saturday
24	US 41/ 1ST STREET	13TH AVENUE E	9TH AVENUE E/ MARTIN LUTHER KING JR AVENUE E	0.25	2	1700	100	Tuesday and Saturday
29	9TH STREET W	17TH AVENUE W	MANATEE AVENUE W	0.76	2	1900	200	Friday and Saturday

Data Source: Signal 4 Analytics 7/1/2020 to 6/30/2025 (downloaded February 2026). Table lists roadway segments with high representation of traffic crashes resulting in serious injuries and fatalities to pedestrians and bicyclists.

EXHIBIT "C"

2026-2027 HIGH VISIBILITY ENFORCEMENT PROGRAM - MANATEE COUNTY PEDESTRIAN/BICYCLE SEGMENTS



Letter of Agreement and Contract

Execution of Agreement. This Agreement may be simultaneously executed in a minimum of two counterparts, each of which so executed shall be deemed to be an original, and such counterparts together shall constitute one in the same instrument.

University of North Florida Training and Services Institute, Inc.
d/b/a Institute of Police Technology and Management

George Androuin, Assistant Vice President — Date

Cameron Pucci, Director — Date

AGENCY ACKNOWLEDGEMENT: By signing below, I certify that I have read the entire document, agree to abide by the pricing and all terms and conditions of this Letter of Agreement and Contract, and that I am authorized to sign for the Agency.

Agency Name: City of Bradenton

Address: 100 10th St W, Bradenton, FL 34205

Agency's Authorized Agent Signature — Date

Printed Name — Title

DocuSigned by:
Chris Craig
B670FA0A507C4E4...
FDOT APPROVAL

07/15/2026 | 1:35 PM EDT
Date

Exhibit "D"

FY2026 - Subcontract Agreement Required Federal Clauses, Per Part V

i. The parties to this subcontract shall be bound by all applicable sections of Part V: Acceptance and Agreement of Project # 433144-1-8404, FDOT Contract #G3P01. A final invoice must be received by June 4, 2027 or payment will be forfeited.

ii. **Buy American Act.** The Buy America Act prohibits the use of Federal highway safety grant funds to purchase any manufactured product or software/information technology systems whose unit purchase price is $5,000 or more, including motor vehicles, that is not produced in the United States. NHTSA and/or FHWA may waive those requirements if (1) their application would be inconsistent with the public interest; (2) such materials and products are not produced in the United States in sufficient and reasonably available quantities and of a satisfactory quality; or (3) the inclusion of domestic material will increase the cost of the overall Project contract by more than 25 percent.

iii. **Certification Regarding Federal Lobbying.** The subcontractor certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 31 U.S.C 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

iv. **Cooperation with the Inspector General.** It is the duty of every subcontractor to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing pursuant to this Agreement. Section 20.055(5), F.S.

v. **DBE Assurance**. The consultant or contractor and subconsultant or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The consultant or contractor shall carry out applicable requirements of 49 CFR, Part 26 in the award and administration of USDOT-assisted contracts. Failure by the consultant or contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the Subrecipient or the Department deems appropriate.

vi. **E-Verify**. Any subcontractors performing work or providing services pursuant to the subgrant agreement are required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of the Agreement.

vii. **Nondiscrimination**. During the performance of this subcontract, the Subcontractor agrees:

1. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time

2. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein

3. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the FDOT State Safety Office, USDOT, NHTSA, or FHWA

4. That, in the event a Subcontractor fails to comply with any nondiscrimination provisions in this subgrant, the Subrecipient will have the right to impose such subgrant sanctions as it or NHTSA and/or FHWA determines are appropriate, including but not limited to withholding payments to the Subcontractor under the contract/agreement until the Subcontractor complies; and/or canceling, terminating, or suspending a contract or funding agreement, in whole or in part.

viii. **Clean Air Act and Federal Water Pollution Control Act**. Subcontracts for amounts in excess of $150,000 must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) as amended, and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387) as amended. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

ix. **Integrity Certification**. The Subcontractor certifies that neither it nor its contractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. This certification is a material representation of fact upon which the Department is relying in entering this Agreement. If it is later determined that the Subcontractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. The Subcontractor shall provide to the Department immediate written notice if at any time the Subcontractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

x. **Contract Work Hours and Safety Standards Act**. All subcontracts in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

xi. **Indemnification and Insurance**. To the extent permitted by law and as limited by and pursuant to the provisions of Section 768.28, F.S., the Subcontractor shall indemnify and hold harmless the Subrecipient and the State of Florida, Department of Transportation, including the Department's officers and employees, 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 contractor/consultant and persons employed or utilized by the contractor/consultant in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the Subrecipient's sovereign immunity.

xii. **Policy on Banning Text Messaging While Driving Act**. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, subcontractors are encouraged to:

Adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official business or when performing any work on behalf of the Subrecipient agency and/or the Government.

Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting and driving.

Insert the substance of this section, including this sentence, in all sub-agreement/subcontracts funded with the subaward provided under this Agreement that are $15,000 or more.

xiii. **Human Trafficking**. The Subcontractor agrees that it and its employees that perform any work on the subcontract shall not, during the term of this Agreement, engage in trafficking in persons, procure a commercial sex act, or use forced labor in the performance of work on the subcontract.

xiv. **Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.** The Subcontractor agrees to take the following affirmative steps to assure that minority businesses, women's business enterprise, and labor surplus are used when possible:

1. Place qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
5. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.

xv. **Termination for Convenience**. In accordance with Appendix II to 2 CFR Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, either Party may terminate this Agreement for convenience upon thirty (30) calendar days' advance written notice to the other Party. Termination of this Agreement, as such, will not affect payment for services satisfactorily furnished prior to the termination.

AGENDA ITEM NO. 7.a

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: July 22, 2026

SUBMITTED BY: Jamie Schindewolf, Planning & Community Development

ITEM TYPE: Resolution

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: **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 98 TOWNHOME UNITS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SUGGESTED ACTION: Motion to either approve or deny of Resolution 26-28.

Is this item Quasi-Judicial?
Yes

Does this item require a public hearing?
Yes

EXPLANATION:

On May 13, 2026, City Council heard Resolution 26-28, a request for approval of PLN-MAJ-26-0001. This request was to approve a second option (Option B) for development at 1201 27th Street East and 2906 11th Avenue East. Option A was

previously approved with PDP-23-4841 for 33 single family attached buildings, with each dwelling unit (total of 66) on its own individual lot.

At the May 13, 2026 hearing, City Council voted to deny the application for Option B. Staff placed a Resolution for denial on the May 27, 2026 City Council consent agenda. At this hearing, a legal representative for the applicant requested a continuance of the case to allow the applicant to redesign the project and return before Council.

The applicant has submitted a revised site plan for Option B. The revision proposes 98 residential units arranged in a mixture of four and six-unit single family attached structures. The total land size is approximately 12.19 acres.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by City Attorney Rudacille.

SUGGESTED MOTION:
Motion to either approve or deny Resolution 26-28.

ATTACHMENTS:
Resolution 26-28 - Approval
Resolution 26-28 - Denial
Application Materials
Staff Report

RESOLUTION 26-28

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 98 TOWNHOME UNITS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Jordan Creek at Bradenton East, LLC owns the properties located 1201 27th Street East and 2906 11th Avenue East, consisting of 12.19 acres, as legally described in Exhibit "A" attached hereto (collectively, the "Property"); and

WHEREAS, In 2024, a rezoning to Planned Development Project was approved for the Property as PDP-23-4841 and included 66 single-family semi-detached (duplex) dwelling units; and

WHEREAS, Pape-Dawson, agent for Jordan Creek at Bradenton East, LLC ("Applicant"), submitted a Major Planned Development Project Amendment to add an additional development option to the approved Planned Development for 106 single-family attached (townhome) dwelling units (the "Amendment"); and

WHEREAS, the City of Bradenton's LPA held a public hearing on April 15, 2026 to consider the proposed Amendment; and

WHEREAS, the LPA having reviewed and considered all comments received during said hearing, found that the Amendment furthers the goals, objectives and policies of the City's Comprehensive Plan and recommended said Amendment to the City Council for approval with stipulations; and

WHEREAS, the LPA determined that the Project as proposed, and as further described in the Staff Report presented at the public hearing on April 15, 2026, is consistent with the Comprehensive Plan and meets the criteria for approval under the Land Use Regulations; and

WHEREAS, the LPA voted 5-1 to recommend approval of the Project as proposed; and

WHEREAS, the City Council held a noticed public hearing on May 13, 2026, at which the Council received testimony and evidence from City Planning staff and members of the public in attendance regarding the Amendment; and

WHEREAS, the City Council voted 5-0 to deny Resolution 26-28 and directed staff to bring forward a denial resolution; and

WHEREAS, the City Council held a noticed public hearing on May 27, 2026, at which the denial resolution was placed on the consent agenda; and

WHEREAS, legal counsel for the applicant was present at the meeting requested City Council reconsider a revised version of the proposal; and

WHEREAS, the City Council voted 5-0 to reconsider application PLN-MAJ-26-0001 at a future date; and

WHEREAS, the City Council held a noticed public hearing on July 22, 2026, at which the Council received testimony and evidence from City Planning staff and members of the public in attendance regarding the Amendment.

NOW, THEREFORE, the City Council makes the following Findings of Fact and Conclusions of Law and issues the Final Order as follows:

Section 1. Findings of Fact and Conclusions of Law. After considering the evidence on the record and that presented at public hearing, including the staff report, 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 secondary development option, with a conceptual plan hereto attached hereto as Exhibit "B".

Section 2. Order. Based upon the foregoing, a PDP Amendment is hereby approved and issued for the Property, and the PDP Preliminary Site Plan attached as Exhibit "B" for ninety-eight (98) single-family attached townhome dwelling units, is hereby approved as a secondary development option upon the property subject to the following Stipulation:

a. Allow for a reduction in the perimeter buffer area from 25 feet to 20 feet with enhanced landscaping.

b. Accessory structures shall maintain at least a 5 foot setback from side and rear property lines and are not allowed in front yards.

c. Solid waste collection is subject to the requirements of Public Works and Utilities and will be approved through the SIP process. Multifamily with more than 3 consecutive units will be required to provide dumpster or compactor service.

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 applicant 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 applicant fails 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 applicant 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. This Resolution shall be effective upon adoption.

ADOPTED WITH A QUORUM PRESENT AND VOTING BY THE CITY COUNCIL OF THE CITY OF BRADENTON this 22ND DAY OF JULY, 2026.

ATTEST:

Tamara Melton CITY CLERK	Gene Brown MAYOR

APPROVED AS TO FORM:

Scott Rudacille
CITY ATTORNEY

EXHIBIT "A"

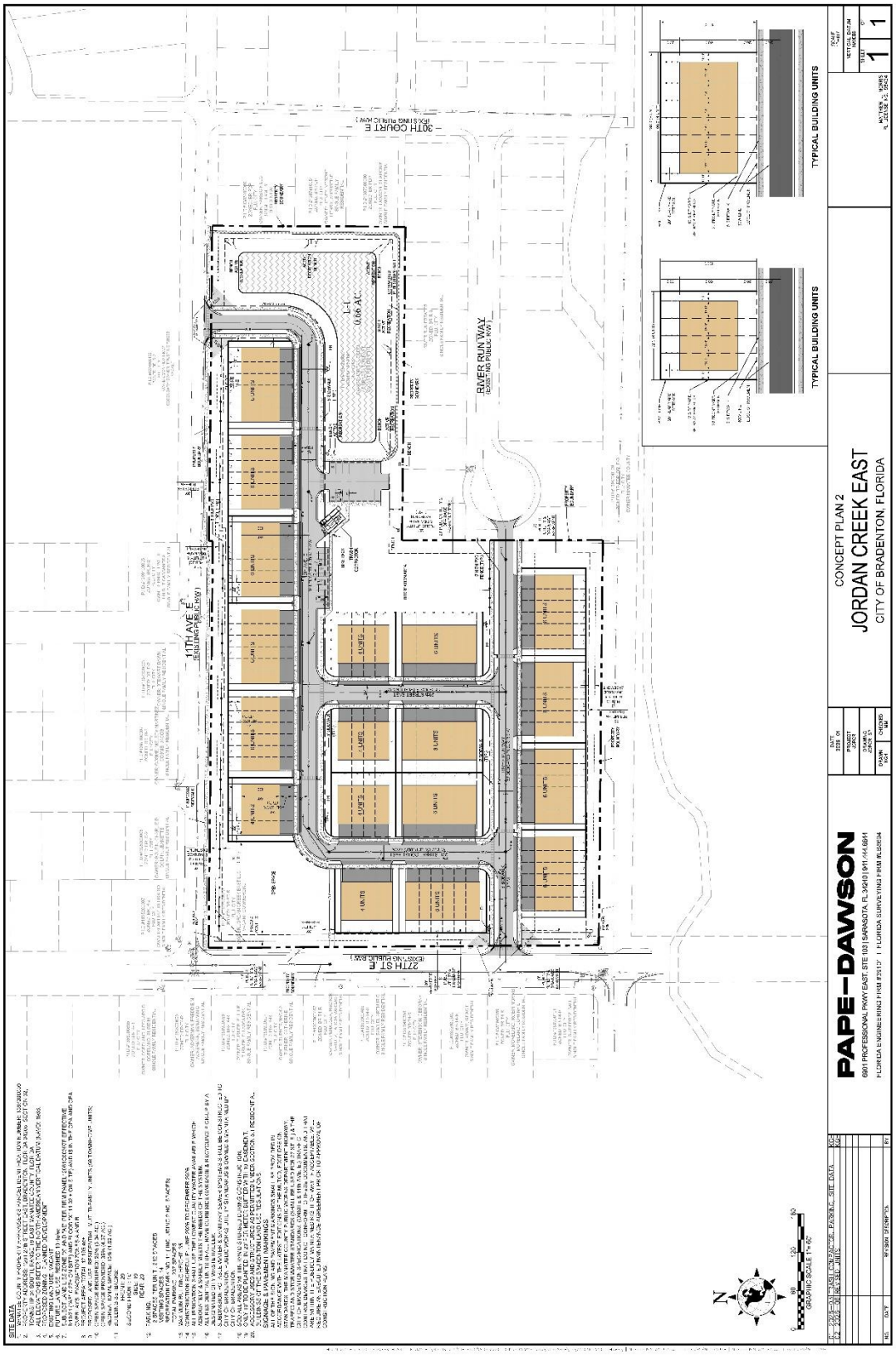
1201 27th Street East (Parcel ID 1387000050)

ALL THAT CERTAIN PLAT, PIECE OF PARCEL OF LAND KNOWN AND DESC AS THE SW1/4 OF THE NW1/4 OF THE NW1/4 OF SEC 32, LESS & EXCEPT 30 FT OFF THE S SIDE FOR RR R/W; TOGETHER WITH ALL OF BLK 3, AND ALL OF BLK 4, SOUTH BRADEN CASTLE CAMP PER PLAT REC IN PB 2 P 144, ALSO THAT PART OF VACATED 3RD ST E, LYING ADJ TO BLK 3, AND THAT PART OF VAC 4TH ST E, LYING BETWEEN BLKS 3 & 4 AND THAT PART OF THE N1/2 OF VAC JACKSON ST LYING S OF AND ADJ TO BLKS 3 & 4, AS VAC BY RESOL REC IN (1389/3660), SUBJ TO MAINTAINED R/W (1497/3923); TOGETHER WITH VACATED STREET LYING E OF & ADJ TO THE ABOVE DESC PARCEL PER ORD #3085 REC IN INST#202141140894 & CORR IN INST#202241042035. PI#13870.0005/0

2906 11th Avenue East (Parcel ID 1387200007)

LOTS 1 THRU 14 BLK 5 SOUTH BRADEN CASTLE CAMP, ALSO THE W1/2 OF VACATED STREET LYING BETWEEN BLKS 5&6 DESC (1194/1435); TOGETER WITH VACATED STREET LYING W & S OF & ADJ TO THE ABOVE DESC PARCEL PER ORD #3085 REC IN INST#202141140894 & CORR IN INST#202241042035. PI#13872.0000/7

EXHIBIT "B"
Conceptual Site Plan



RESOLUTION 26-28

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON DENYING 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 98 TOWNHOME UNITS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Jordan Creek at Bradenton East, LLC owns the properties located 1201 27th Street East and 2906 11th Avenue East, consisting of 12.19 acres, as legally described in Exhibit "A" attached hereto (collectively, the "Property"); and

WHEREAS, In 2024, a rezoning to Planned Development Project was approved for the Property as PDP-23-4841 and included 66 single-family semi-detached (duplex) dwelling units; and

WHEREAS, Pape-Dawson, agent for Jordan Creek at Bradenton East, LLC ("Applicant"), submitted a Major Planned Development Project Amendment to add an additional development option to the approved Planned Development for 106 single-family attached (townhome) dwelling units (the "Amendment"); and

WHEREAS, the City of Bradenton's LPA held a public hearing on April 15, 2026 to consider the proposed Amendment; and

WHEREAS, the LPA having reviewed and considered all comments received during said hearing, found that the Amendment furthers the goals, objectives and policies of the City's Comprehensive Plan and recommended said Amendment to the City Council for approval with stipulations; and

WHEREAS, the LPA determined that the Project as proposed, and as further described in the Staff Report presented at the public hearing on April 15, 2026, is consistent with the Comprehensive Plan and meets the criteria for approval under the Land Use Regulations;and

WHEREAS, the LPA voted 5-1 to recommend approval of the Project as proposed; and

WHEREAS, the City Council held a noticed public hearing on May 13, 2026, at which the Council received testimony and evidence from City Planning staff and members of the public in attendance regarding the Amendment; and

WHEREAS, the City Council voted 5-0 to deny Resolution 26-28 and directed staff to bring forward a denial resolution; and

WHEREAS, the City Council held a noticed public hearing on May 27, 2026, at which the denial resolution was placed on the consent agenda; and

WHEREAS, legal counsel for the applicant was present at the meeting requested City Council reconsider a revised version of the proposal; and

WHEREAS, the City Council voted 5-0 to reconsider application PLN-MAJ-26-0001 at a future date; and

WHEREAS, the City Council held a noticed public hearing on July 22, 2026, at which the Council received testimony and evidence from City Planning staff and members of the public in attendance regarding the Amendment.

NOW, THEREFORE, the City Council makes the following Findings of Fact and Conclusions of Law and issues the Final Order as follows:

Section 1. Findings of Fact and Conclusions of Law. After considering the evidence on the record and that presented at public hearing, including the staff report, 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 secondary development option, with a conceptual plan hereto attached hereto as Exhibit "B".

c. The Amendment proposes to increase the allowable density of the project from 5.4 DU/ac to 8 DU/ac and allow for townhome units and to reduce the required perimeter landscaped buffer from 25' to 20'.

d. The majority of the land adjoining the Property consists of single-family detached residential lots.

e. The existing, approved site plan already exceeds the density of

surrounding single-family detached residential lots and allows for single-family semi-detached (duplex) dwelling units.

f. Section 3.4.1 provides that the PDP standards are geared to allowing developers maximum flexibility in designing higher quality, more innovative projects that might not otherwise be permitted through these LURs.

g. Section 3.4.1 provides that in order to be eligible for PDP consideration, the proposed development should generally exceed the standards in the Land Use Regulations and not merely circumvent them.

h. Section 3.4.1.3.a.vi. provides that a landscaped, well-designed perimeter buffer with a minimum or oscillating width of 25 feet from all property lines is required for all proposed residential PDPs, unless otherwise stipulated in the PDP approval.

i. Section 3.4.1.3.a.i. of the City of Bradenton Land Use Regulations provides that a density evaluation should consider quality of design, contribution to public facilities, open space and recreation, preservation of resources and compatibility.

j. The Property Owner failed to meet its burden of demonstrating that its request to significantly increase the approved density of the project through the Amendment was supported by the criteria of Section 3.4.1.3.a.i. of the City of Bradenton Land Use Regulations, as further described below:

    1. The Property Owner failed to demonstrate quality of design to justify the additional density request. The site plan was largely unchanged from the existing, approved plan, which provided for significantly less density. The Amendment also sought to reduce the required perimeter landscaped buffer below the Code required 25'.
    2. The Property Owner failed to address contributions to public facilities.
    3. The limited open space and recreation area proposed was unchanged from the existing, approved plan and did not justify the requested increase in density.
    4. The proposed density of the Amendment significantly exceeds that of adjoining single-family detached residential lots, and compatibility is further compromised by the request for a reduced landscaped buffer.

Section 2. Order. Based upon the foregoing, the proposed Amendment is hereby denied.

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 applicant 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 applicant fails 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 applicant 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. This Resolution shall be effective upon adoption.

ADOPTED WITH A QUORUM PRESENT AND VOTING BY THE CITY COUNCIL OF THE CITY OF BRADENTON this 22ND DAY OF JULY, 2026.

ATTEST:

Tamara Melton CITY CLERK	Gene Brown MAYOR

APPROVED AS TO FORM:

Scott Rudacille
CITY ATTORNEY

EXHIBIT "A"

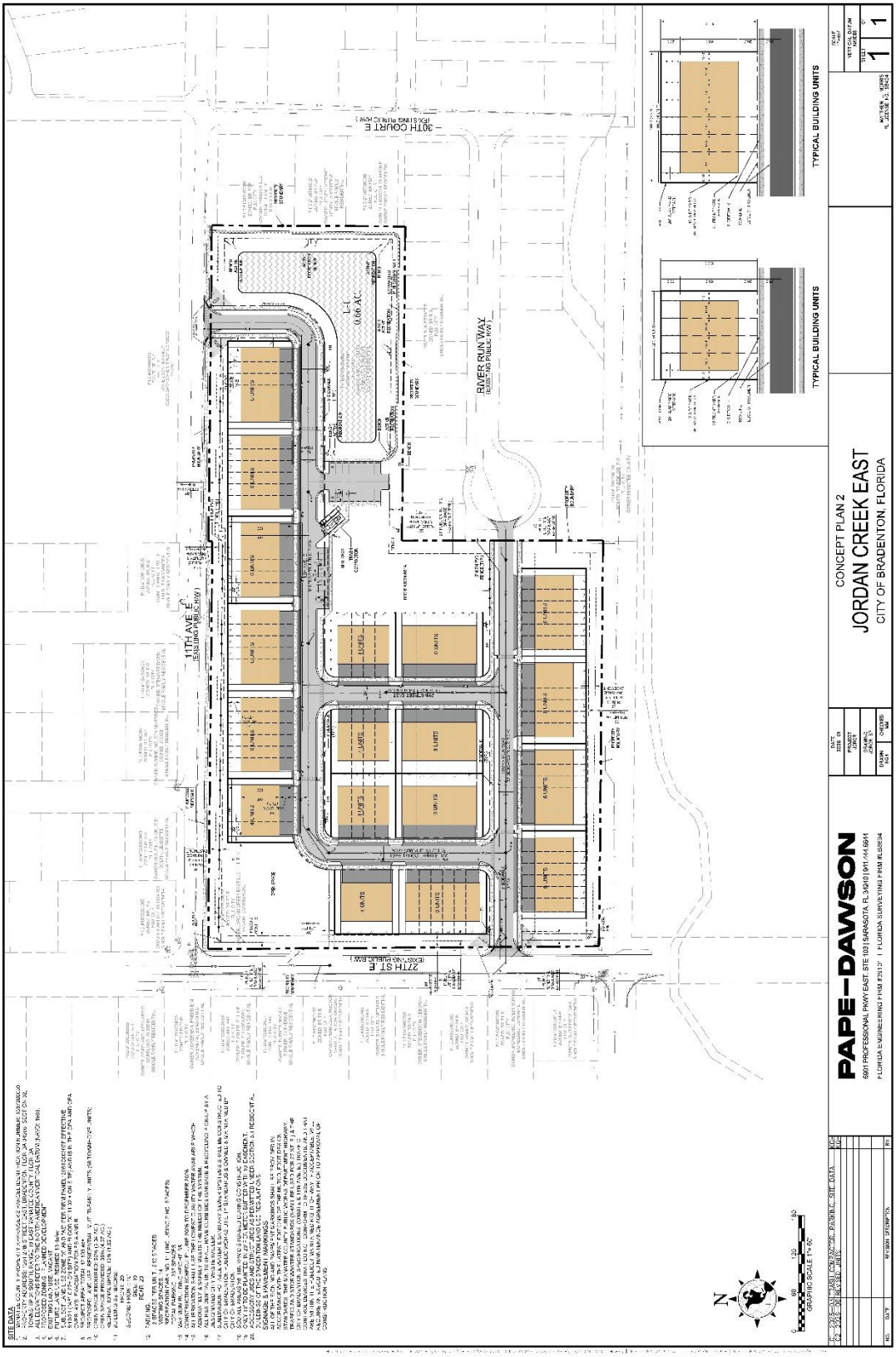
1201 27th Street East (Parcel ID 1387000050)

ALL THAT CERTAIN PLAT, PIECE OF PARCEL OF LAND KNOWN AND DESC AS THE SW1/4 OF THE NW1/4 OF THE NW1/4 OF SEC 32, LESS & EXCEPT 30 FT OFF THE S SIDE FOR RR R/W; TOGETHER WITH ALL OF BLK 3, AND ALL OF BLK 4, SOUTH BRADEN CASTLE CAMP PER PLAT REC IN PB 2 P 144, ALSO THAT PART OF VACATED 3RD ST E, LYING ADJ TO BLK 3, AND THAT PART OF VAC 4TH ST E, LYING BETWEEN BLKS 3 & 4 AND THAT PART OF THE N1/2 OF VAC JACKSON ST LYING S OF AND ADJ TO BLKS 3 & 4, AS VAC BY RESOL REC IN (1389/3660), SUBJ TO MAINTAINED R/W (1497/3923); TOGETHER WITH VACATED STREET LYING E OF & ADJ TO THE ABOVE DESC PARCEL PER ORD #3085 REC IN INST#202141140894 & CORR IN INST#202241042035. PI#13870.0005/0

2906 11th Avenue East (Parcel ID 1387200007)

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EXHIBIT "B"


CONCEPT PLAN 2
JORDAN CREEK EAST
CITY OF BRADENTON, FLORIDA
PAPE-DAWSON
6001 PROFESSIONAL PKWY EAST, STE 103 | SARASOTA, FL 34240 | 941.444.6811
FLORIDA ENGINEERING FIRM #3127 | FLORIDA SURVEYING FIRM #LB6594
RIVER RUN WAY
(RESTRICTED PUBLIC WAY)
11TH AVE E
(RESTRICTED PUBLIC WAY)
27TH ST E
(RESTRICTED PUBLIC WAY)
30TH COURT E
(RESTRICTED PUBLIC WAY)
TYPICAL BUILDING UNITS
TYPICAL BUILDING UNITS
L1
0.66 AC±
GRAPHIC SCALE 1" = 60'

Jordan Creek East

Narrative

Jordan Creek East is a 12.19± acre, proposed residential development located at 1201 27th Street East and 2906 29th Avenue East within the municipal boundaries of the City of Bradenton.

The property is currently zoned R-2, a Medium Density Residential designation, with a Future Land Use of RESMED allowing 10 du/ac. The proposed Planned Development Project would allow for a streamlined, infill residential development compatible with the surrounding residential area.

The property will be developed into a residential development containing both four-unit and six-unit single family attached units and will serve as an option B to the already approved Jordan Creek East Subdivision (PDP-23-4841). The approved Jordan Creek East was approved as a residential development containing twin pair, duplex, dwelling units. The project was approved containing 66 residential units over a total of 33 buildings. The gross density of the approved development was 5.41 dwelling units per acre (5.41 du/ac) and was approved with open space consisting of 4.36 acres or 36% of the total project area.

The proposed option B is not to supersede the approved Jordan Creek East (PDP-23-4841), but to provide an additional option to develop the property to which the developer could choose between.

The proposed option B will be a residential infill development containing 98 residential units containing both four-unit and six-unit single family attached units. The proposed option B will have the same access points as option A and consists of 18 residential buildings, including parking, a lake, and recreation area serving the development. The proposed recreation area is shown in the northeast corner of the site consisting of a compacted pedestrian path with benches and trees surrounding the .66 acre retention pond which is identical to the already approved option A. In addition, the proposed option B proposes active recreation area consisting of neighborhood workout equipment along the recreational path. In addition to the active recreation area and walking path, an additional recreation area exists to the west of the proposed pond towards the center of the site and could be developed into an amenity center for the neighborhood or continue to be developed as a passive recreation area serving the subdivision. All neighborhood amenities and parks will be open for residents of the development.

The proposed open space for the site would be approximately 4.37 acres or roughly 36% of the project site. Due to the change from duplexes to single family attached units, the proposed open space for option B provides greater open space than what was approved by option A, even with the increase in number of units. The proposed recreational space consists of approximately 1.62 acres or 13% of the project site.

The gross density of the infill project would be developed at 8.03 dwelling units per acre (8.03 du/ac), less than the maximum 10 du/ac as permitted in the RESMED Future Land Use. The

proposed development is also less than approved River Trace Apartments to the south which were developed at 9.95 units/acre.

Access to the property would be via three (3) access points, one being to 27th Street East, one access point to 11th Avenue East, and one through an interconnected roadway with River Run Way, all public roadways. 27th Street East is maintained by Manatee County with the proposed access point at 27th Street East permitted and approved by Manatee County. Both 11th Avenue East and River Run Way are public roads maintained by the City of Bradenton. The three proposed access points with option B are identical to the already approved access points of option A. No change to the three proposed access point are proposed to help ensure no issues with ingress and egress are to appear as the access points are already approved with option A.

Traffic trips generated by the option B development will provide less trips than the approved option A based on the change in unit type. A traffic report is provided to provide further information.

Open space would consist of 4.37 acres or 36% (greater than what was approved with option A) and with perimeter landscape buffering roadway trees plantings noted for installation to not be in conflict with utility installations. Enhanced buffering is proposed along 11th Avenue east and 27th Street East. There is also a proposed six-foot fence proposed along the rear of the residential units backing the recreational area.

There are 237 parking spaces provided as part of the project which complies with the required parking for the development. Proposed parking is consistent with LDR relating to two spaces per unit and one space per every 10 units located at the recreation area. Sidewalks are proposed along each internal roadway and an offside sidewalk along 11th Avenue East, providing for pedestrian safety and additional recreational opportunities. No on-street parking is offered.

Public utilities will be connected to the property. A 12" watermain is existing along 27th Street East as well as a 6" forcemain and an 8" wastewater line providing sufficient ability for the development to provide public utilities into the site.

The proposed option B provides more open space, more active recreation, less traffic, and more parking than the approved option A while not changing the proposed layout or access points associated with option A. The gross density of the infill residential project would be developed at 8.03 dwelling units per acre (8.03 du/ac), less than the maximum 10 du/ac as permitted in the RESMED Future Land Use. To help ensure the proposed project is compatible and of quality design, the proposed option B uses the same layout, design, and access points of option A while providing even more open space due to the change in unit type.

The proposed development is not proposed to adversely affect the surrounding area or the general health, safety and/or welfare of the general public.

<u>Reduction of Standards Request</u>

Reduction of standards from LDR Section 3.4.1.3.a.vi. - 25 foot perimeter buffer requirement to allow a 20 foot wide buffer with plantings located within the outer 10 feet of the 20 foot buffer. This is requested in order to avoid utility and drainage easements as to not interfere with the safe operation and maintenance of the infrastructure and easement areas. In addition, this request was approved with the existing approved preliminary plat approval PDP-23-4841.

AMENDMENT TO
PLANNED DEVELOPMENT PLAN

JORDAN CREEK EAST

A RESIDENTIAL SUBDIVISION

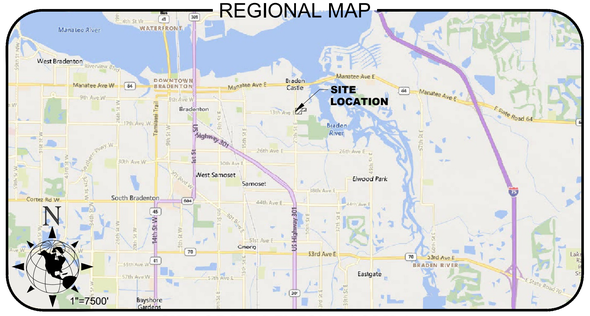
PROPERTY ADDRESS: 1201 27TH STREET E, FLORIDA, SECTION, 32
TOWNSHIP - 34 SOUTH, RANGE 18 EAST
MANATEE COUNTY PROPERTY APPRAISER PARCEL
IDENTIFICATION NUMBERS: 1387000050

A DEVELOPMENT BY

JB HOWELL

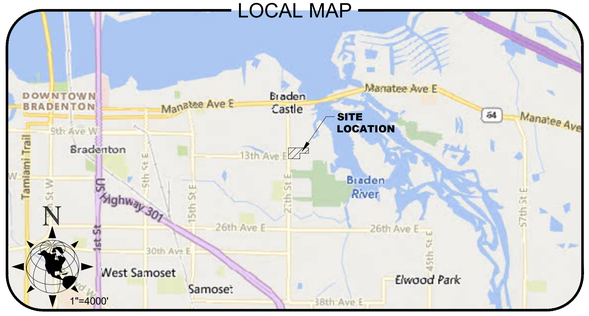
11330 SW 23RD PLACE
DAVIE, FLORIDA 33325

REGIONAL MAP



CITY OF BRADENTON, FLORIDA

LOCAL MAP



SECTION 32, TOWNSHIP - 34 SOUTH, RANGE - 18 EAST, - MANATEE COUNTY, FLORIDA

INDEX OF SHEETS

SHEET	TITLE
1	COVER
2	EXISTING CONDITIONS - AERIAL
3	SITE PLAN
L-1	LANDSCAPE PLAN
I-1	IRRIGATION PLAN

PROJECT CONTACTS

ENGINEER:
MATTHEW J. MORRIS P.E.
PAPE-DAWSON
6901 PROFESSIONAL PARKWAY EAST, SUITE 103
SARASOTA, FLORIDA 34240
941-444-6644
www.pape-dawson.com

SURVEYOR:
MRIC SPATIAL
701 S. HOWARD AVENUE SUITE 106-320
TAMPA, FLORIDA 33606
813-515-0821
www.MRICSpatial.com

OWNER:
J.B. HOWELL
11330 SE 23RD PLACE
DAVIE, FLORIDA 33325
941-954-7880

ROADWAY (NEIGHBORHOOD STREET)
PUBLIC - CITY OF BRADENTON

POTABLE WATER
CITY OF BRADENTON

SANITARY SEWER
CITY OF BRADENTON

RE-USE WATER
N/A

STORMAWATER
THE STORMWATER PIPING IN THE STREETS WILL BE PUBLIC. THE STORMWATER POND WILL BE OWNED AND MAINTAINED BY THE HOA WITH A FLOWAGE EASEMENT (THROUGH THE POND) TO THE CITY. THE DISCHARGE PIPING FROM THE POND SHALL BE PUBLIC

SOLID WASTE
CITY OF BRADENTON

ELECTRIC
FLORIDA POWER & LIGHT
941-953-9156

GAS
Teco Peoples Gas
877-832-6747

PHONE
VERIZON
941-365-0054

CABLE TV
SPECTRUM
855-222-0102

PREPARED BY

PAPE–DAWSON

6901 PROFESSIONAL PKWY EAST, STE 103 | SARASOTA, FL 34240 | 941.444.6644

FLORIDA ENGINEERING FIRM #39101 I FLORIDA SURVEYING FIRM #LB8694

REVISIONS

NO.	DATE	DESCRIPTION	BY
01	2026–03	CITY COMMENTS	KGH
–	–	–	–
–	–	–	–
–	–	–	–

Matthew J. Morris, PE, State of Florida, Professional Engineer, License No. 68434. This item has been digitally signed and sealed by **Matthew J. Morris, PE**, on the date adjacent to the seal.

Signature must be verified on any electronic copies.

MATTHEW J. MORRIS
FL LICENSE NO. 68434

SHEET 1 OF 3

Saved: 6/18/2026 11:31:02 AM KHEINER | Plotted: 6/18/2026 11:35:24 AM KIM.HEINER | J:\PAPE-DAWSON\CONV2\VRAD_ECTS\MEC\DRAWINGS\MEC_DRAWINGS\JOBS R\JORDAN CRY_PLANNING\DEV PLANS\01 JORDR CVRSP

LEGEND

- "AE" — 100 YEAR FLOOD LINE/FLOOD ZONE SITE LIES IN ZONES: "AE" & "X" (BASE FLOOD ELEVATION IS EL7.74 FT) PER FIRM PANEL12081C0307F EFFECTIVE 8/10/2021 ("AE " 0.27± AC. ON SITE) (FLOOD "E" 11.92 ± AC. ON SITE)
- "X"
- COASTAL PLANNING AREA (10.83 AC ±)
- PROJECT BOUNDARY

ENTIRE SITE IS WITHIN THE BRADEN RIVER BL WARD

TOTAL PROJECT SITE AREA = 12.196± ACRES

P.I.D.#1353900655
ZONED: BR-T4-R
FLU: CITY
WNER: COPELAND, LEONARD B
COPELAND, SUSIE M
SINGLE FAMILY RESIDENTIAL

P.I.D.#1353900606
ZONED: BR-T4-R
FLU: CITY
OWNER: ACKERMAN, FREDDIE M
ACKERMAN, BENJAMIN C
SINGLE FAMILY RESIDENTIAL

P.I.D.#1353900556
ZONED: BR-T4-R
FLU: CITY
OWNER: TURNER, PHILLIP
TURNER, ELLASONDRA
SINGLE FAMILY RESIDENTIAL

P.I.D.#1353900507
ZONED: BR-T4-R
FLU: CITY
OWNER: TURNER,MACK A
TURNER, CATHERINE
SINGLE FAMILY RESIDENTIAL

P.I.D.#1353900457
ZONED: BR-T4-R
FLU: CITY
OWNER: PENALOZA, HECTOR
VALDEZ, LATICIA VARGAS
SINGLE FAMILY RESIDENTIAL

P.I.D.#1353900408
ZONED: BR-T4-R
FLU: CITY
OWNER: SAMUEL ARTHUR C
SINGLE FAMILY RESIDENTIAL

P.I.D.#1353900358
ZONED: BR-T4-R
FLU: CITY
OWNER: STEVENSON, DEBORAH
SINGLE FAMILY RESIDENTIAL

P.I.D.#1353900309
ZONED: BR-T4-R
FLU: CITY
OWNER: ADAMS, GRACIE
SINGLE FAMILY RESIDENTIAL

P.I.D.#1353900259
ZONED: BR-T4-R
FLU: CITY
OWNER: MORELAND, ROBIN NORRIS
MORELAND, JOHNNY L
SINGLE FAMILY RESIDENTIAL

P.I.D.#1353900101
ZONED: BR-T4-R
FLU: CITY
OWNER: GUTIERREZ, SAUL
SINGLE FAMILY RESIDENTIAL

P.I.D.#1395200007
ZONED: BR_R-2
FLU: CITY
OWNER:RAMERZ, BELISARIO
SINGLE FAMILY RESIDENTIAL

P.I.D.#1395300005
ZONED: BR_R-2
FLU: CITY
OWNER: GOLFIN, CHARLIE D
GOLFIN, JEANETTE
SINGLE FAMILY RESIDENTIAL

P.I.D.#1397100007
ZONED: BR_R-2
FLU: CITY
OWNER: COSME, MELEDY MARTINEZ
COSME, JACOB
SINGLE FAMILY RESIDENTIAL

P.I.D.#1397300003
ZONED: BR_R-2
FLU: CITY
OWNER: STEWART DAWN
SINGLE FAMILY RESIDENTIAL

P.I.D.#1399100005
ZONED: BR_R-2
FLU: CITY
OWNER: KNIGHT,WILLIE
KNIGHT CASSANDRA
SINGLE FAMILY RESIDENTIAL

P.I.D.#1394000109
ZONED: BR_R-2
FLU: CITY
OWNER:QQA FIDA INCD/
SECONDARY OWNER, TRUST NO 765923
VACANT

11TH AVE E
(EXISTING PUBLIC R/W)

27TH ST E
(EXISTING PUBLIC R/W)

30TH COURT E
(EXISTING PUBLIC R/W)

PROPERTY BOUNDARY

FLOOD ZONE "AE"

FLOOD ZONE "X"

P.I.D.#1387000050
ZONED: BR-PD-R
FLU: CITY
OWNER:JORDAN CREEK EAST LLC
VACANT COMMERCIAL

P.I.D.#1387200007
ZONED: BR-PDP
FLU: CITY
OWNER:JORDAN CREEK AT BRADENTON EAST
VACANT RESIDENTIAL

P.I.D.#1387400059
ZONED: BR-PDP
FLU: CITY
OWNER: FAREIC F LLC
SINGLE FAMILY RESIDENTIAL

P.I.D.#1387410051
ZONED: BR-PDP
FLU: CITY
OWNER: HENRY, VERONEL
HENRY, AUGUSTINE
SINGLE FAMILY RESIDENTIAL

P.I.D.#1387500000
ZONED: BR-PDP
FLU: CITY
OWNER: LAWSON, SHARON K
SINGLE FAMILY RESIDENTIAL

20' PUBLIC RIGHT-OF-WAY

RIVER RUN ESTATES
ZONED: BR-R-3
FLU: CITY
SINGLE FAMILY RESIDENTIAL

RIVER RUN WAY
(EXISTING PUBLIC R/W)

P.I.D.#1399200103
ZONED: BR-PDP, BR_R-3
FLU: CITY
OWNER:MANATEE COUNTY

P.I.D.#1401300003
ZONED: BR-R-2
FLU: CITY
OWNER:BRADENTON LEASED
HOUSING ASSOC. III LLLP

N

0 60 120 180

GRAPHIC SCALE 1"= 60'

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NO.	DATE	REVISION DESCRIPTION	BY

PAPE-DAWSON

6901 PROFESSIONAL PKWY EAST, STE 103 | SARASOTA, FL 34240 | 941.444.6644

FLORIDA ENGINEERING FIRM #39101 I FLORIDA SURVEYING FIRM #LB8694

DATE	
2026-01	
PROJECT	
JORCR	
DRAWING	
JORCR EX-AER	
DRAWN	CHECKED
KGH	MM

EXISTING CONDITIONS - AERIAL

JORDAN CREEK EAST

CITY OF BRADENTON, FLORIDA

MATTHEW J. MORRIS
FL LICENSE NO. 68434

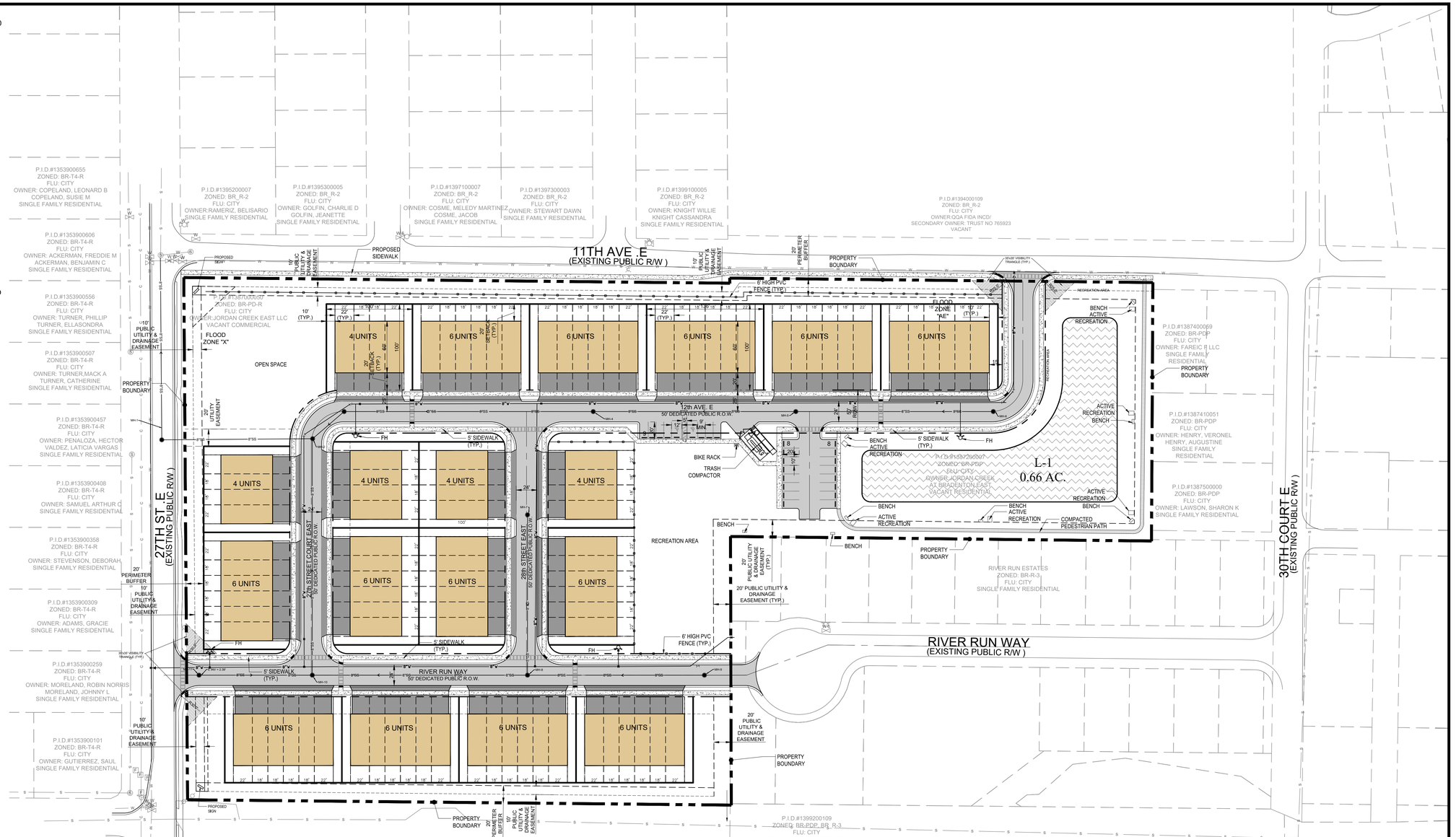
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1"=60'	
VERTICAL DATUM	
NAVD88	
SHEET	OF
2	3

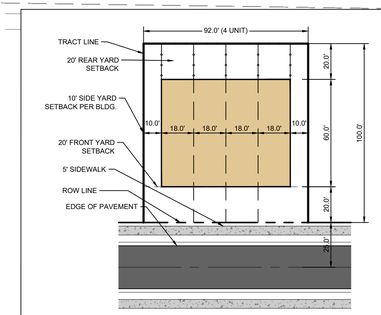
SITE DATA

1. MANATEE COUNTY PROPERTY APPRAISER'S PARCEL IDENTIFICATION NUMBER: 1387000050
2. PROPERTY ADDRESS: 1201 27th STREET EAST, BRADENTON, FLORIDA 34208, SECTION 32, TOWNSHIP 34 SOUTH, RANGE 18 EAST MANATEE COUNTY, FLORIDA
3. ALL ELEVATIONS REFER TO THE NORTH AMERICAN VERTICAL DATUM (NAVD) 1988.
4. PROPOSED ZONING: PLANNED DEVELOPMENT
5. EXISTING LAND USE: VACANT
6. FUTURE LAND USE: RESMED 10 du/ac
7. SUBJECT LAND LIES ZONE "X" AND "AE" PER FIRM PANEL12081C00307F EFFECTIVE 8/10/21.("AE" 0.27± ON SITE) AND FLOOD "X" 11.92 ± ON SITE) AND IS IN THE CPA AND CEA OVERLAYS. EVACUATION ZONES A AND B.
8. PROJECT AREA: TOTAL 12.196 ac±
9. PROPOSED LAND USE: RESIDENTIAL, MULTLI-FAMILY UNITS (98 TOWNHOME UNITS)
10. OPEN SPACE REQUIRED: 25% (3.04 AC.)
    OPEN SPACE PROVIDED: 36% (4.37 AC.)
    RECREATIONAL SPACE: 13% (1.62 AC.)
11. BUILDING SETBACKS:
    FRONT: 20'
    SECOND FRONT: 15'
    SIDE: 10'
    REAR: 20'
12. PARKING:
    2 SPACES PER UNIT : 212 SPACES
    VISITING SPACES: 14
    RECREATION PARKING: 11 (INCLUDING 2 HC. SPACES)
    TOTAL PARKING: 237 SPACES
13. MAXIMUM BUILDING HEIGHT: 35'.
14. CONSTRUCTION SCHEDULE: JUNE 2026 TO DECEMBER 2026
15. ALL IRRIGATION SHALL USE THE LOWEST QUALITY WATER AVAILABLE WHICH ADEQUATELY & SAFELY MEETS THE NEEDS OF THE SYSTEM.
16. ALL RESIDENTIAL UNITS SHALL HAVE CURB SIDE GARBAGE & RECYCLING PICK-UP BY A DESIGNATED CITY WASTE HAULER.
17. SUBDIVISION POTABLE WATER & SANITARY SEWER SYSTEMS SHALL BE CONSTRUCTED TO CITY OF BRADENTON PUBLIC WORKS UTILITY STANDARDS & OWNED & MAINTAINED BY CITY OF BRADENTON.
18. SOD ALL AREAS WITHIN R/W DISTURBED DURING CONSTRUCTION.
19. ONLY 10' TO BE PLANTED IN 20' PERIMETER BUFFER WITH 10' EASEMENT.
20. ACCESSORY USES AND STRUCTURES AS PERMITTED UNDER SECTION 5.1 RESIDENTIAL BUILDINGS OF THE BRADENTON LAND USE REGULATIONS.

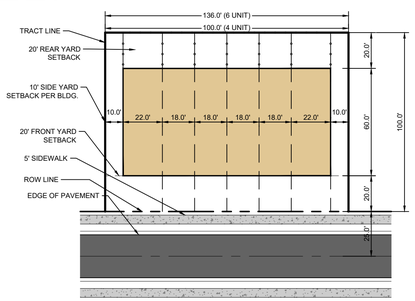
SIGNAGE & PAVEMENT MARKINGS

ALL OF THE SIGNING AND PAVEMENT MARKINGS SHALL BE PROVIDED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE MUTCD, FDOT DESIGN STANDARDS, THE MANATEE COUNTY PUBLIC WORKS DEPARTMENT HIGHWAY, TRAFFIC AND STORMWATER STANDARDS (SHALL BE USED FOR 27 ST. E.) & THE CITY OF BRADENTON SPECIFICATIONS. (ONSITE & 11th AVE. E.) TRAFFIC CONTROL DEVICES THAT DO NOT CONFORM TO THESE DOCUMENTS, AND THAT ARE WITHIN THE PUBLICLY MAINTAINED RIGHT-OF-WAY, IF ACCEPTABLE, WILL REQUIRE AN EXECUTED MAINTENANCE AGREEMENT PRIOR TO APPROVAL OF CONSTRUCTION PLANS.





TYPICAL BUILDING UNITS



TYPICAL BUILDING UNITS



NO.	DATE	REVISION DESCRIPTION	BY
01	2026-03	TRASH COMPACTOR, PARKING, SITE DATA	KGH
02	2026-06	REVISED UNITS	KGH

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FLORIDA ENGINEERING FIRM #39101 I FLORIDA SURVEYING FIRM #LB8694

DATE 2026-01
PROJECT JORCR
DRAWING JORCR SP
DRAWN KGH | CHECKED MM

CONCEPT PLAN 2

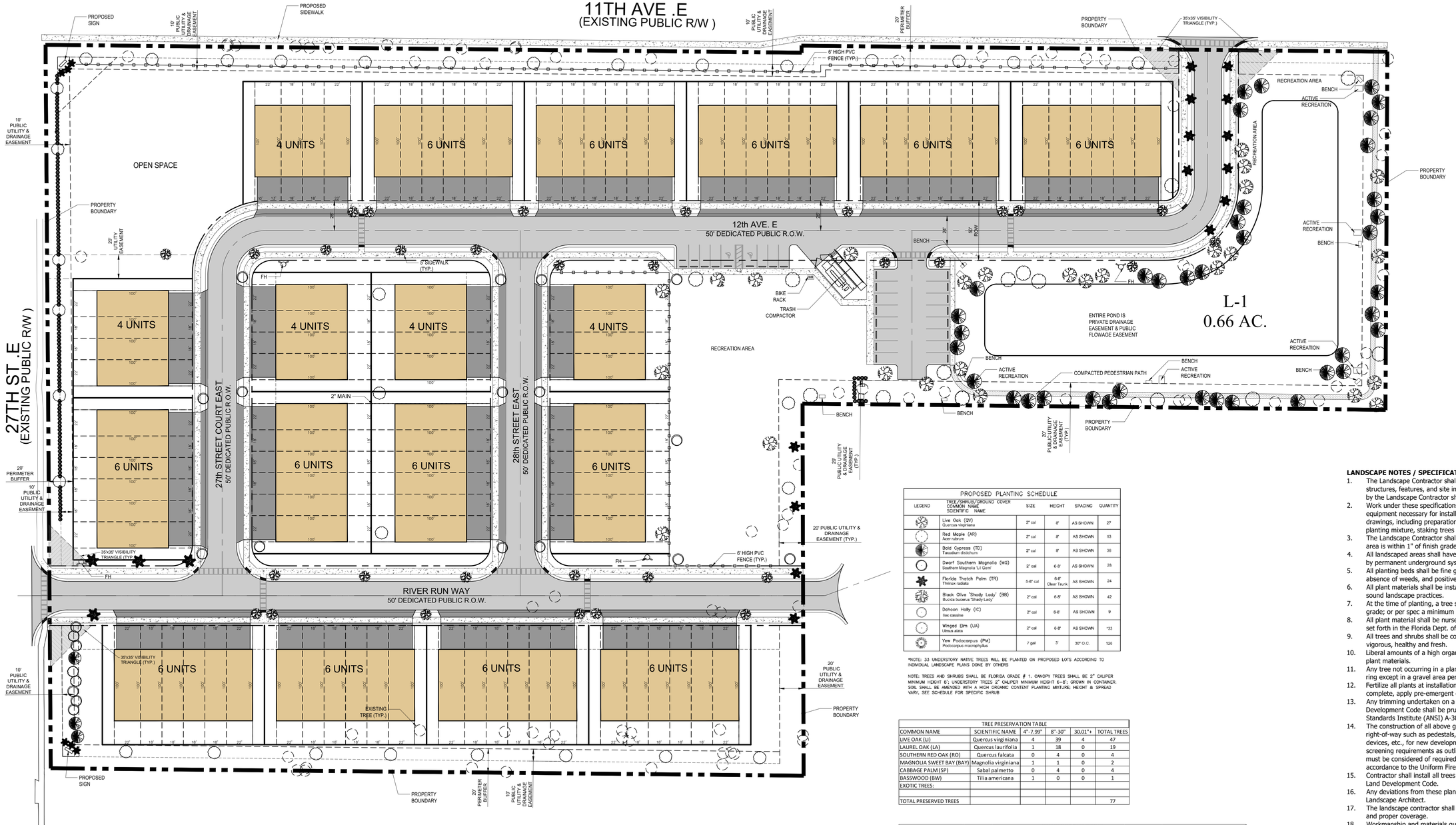
JORDAN CREEK EAST

CITY OF BRADENTON, FLORIDA

MATTHEW J. MORRIS
FL LICENSE NO. 68434

SCALE 1"=60'
VERTICAL DATUM NAVD88
SHEET 1 OF 1

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PROPOSED PLANTING SCHEDULE

LEGEND	TREE/SHRUB/GROUND COVER COMMON NAME SCIENTIFIC NAME	SIZE	HEIGHT	SPACING	QUANTITY
	Live Oak (QV) Quercus virginiana	2" cal	8'	AS SHOWN	27
	Red Maple (AR) Acer rubrum	2" cal	8'	AS SHOWN	13
	Bald Cypress (TD) Taxodium distichum	2" cal	8'	AS SHOWN	38
	Dwarf Southern Magnolia (MG) Southern Magnolia 'Lil Gem'	2" cal	6-8'	AS SHOWN	28
	Florida Thatch Palm (TR) Thrinax radiata	5-6' cal	6-8' Clear Trunk	AS SHOWN	24
	Black Olive 'Shady Lady' (BB) Bucida buceras 'Shady Lady'	2" cal	6-8'	AS SHOWN	42
	Dahoon Holly (IC) Ilex cassine	2" cal	6-8'	AS SHOWN	9
	Winged Elm (UA) Ulmus alata	2" cal	6-8'	AS SHOWN	*33
	Yew Podocarpus (PM) Podocarpus macrophyllus	7 gal	3'	30" O.C.	126

*NOTE: 33 UNDERSTORY NATIVE TREES WILL BE PLANTED ON PROPOSED LOTS ACCORDING TO INDIVIDUAL LANDSCAPE PLANS DONE BY OTHERS

NOTE: TREES AND SHRUBS SHALL BE FLORIDA GRADE # 1. CANOPY TREES SHALL BE 2" CALIPER MINIMUM HEIGHT 8'; UNDERSTORY TREES 2" CALIPER MINIMUM HEIGHT 6–8'; GROWN IN CONTAINER. SOIL SHALL BE AMENDED WITH A HIGH ORGANIC CONTENT PLANTING MIXTURE; HEIGHT & SPREAD VARY. SEE SCHEDULE FOR SPECIFIC SHRUB

TREE PRESERVATION TABLE

COMMON NAME	SCIENTIFIC NAME	4"-7.99"	8"-30"	30.01"+	TOTAL TREES
LIVE OAK (LI)	Quercus virginiana	4	39	4	47
LAUREL OAK (LA)	Quercus laurifolia	1	18	0	19
SOUTHERN RED OAK (RO)	Quercus falcata	0	4	0	4
MAGNOLIA SWEET BAY (BAY)	Magnolia virginiana	1	1	0	2
CABBAGE PALM (SP)	Sabal palmetto	0	4	0	4
BASSWOOD (BW)	Tilia americana	1	0	0	1
EXOTIC TREES:					
TOTAL PRESERVED TREES					77

PROPOSED TREE REPLACEMENT TABLE

PROTECTED SPECIES	DIAMETER	ACCEPTABLE REPLACEMENT SPECIES	REPLACEMENT TREES REQUIRED	PRESERVED TREES	PROPOSED REPLACEMENT TREES REQUIRED MIN. DIAM. 2"
LIVE OAK / LAUREL OAK	4"-7.99"	LIVE OAK	2	5	27
SIGNIFICANT LIVE / LAUREL OAK	8"-30"	LIVE OAK	304	57	
GRAND TREE	30.01" OR LARGER	LIVE / LAUREL OAK OR SIMILAR NATIVE SPECIES	180	4	
SIGNIFICANT STANDS LIVE / LAUREL OAKS		LIVE OAK OR SIMILAR NATIVE SPECIES	0	0	0
ALL OTHER SIGNIFICANT TREES	8"-30"	NATIVE SPECIES	20	9	187
ALL OTHER NON-SIGNIFICANT TREES	4"-8"	NATIVE SPECIES	1	2	
SUB-TOTAL:			507	77	214
(REQUIRED - PROPOSED) = TOTAL				(293)	

TREE REMOVAL / REPLACEMENT TABLE

PROTECTED SPECIES TO BE REMOVED	DIAMETER	ACCEPTABLE REPLACEMENT SPECIES	TOTAL NUMBER REMOVED	REPLACEMENT RATIO (REPLACED/REMOVED)	REPLACEMENT TREES REQUIRED: MIN. DIAM. 2"
LIVE OAK / LAUREL OAK	4"-7.99"	LIVE OAK	1	2:1	2
SIGNIFICANT LIVE / LAUREL OAK	8"-30"	LIVE OAK	76	4:1	304
GRAND TREE	30.01" OR LARGER	LIVE / LAUREL OAK OR SIMILAR NATIVE SPECIES	18	10:1	180
SIGNIFICANT STANDS LIVE / LAUREL OAKS		LIVE OAK OR SIMILAR NATIVE SPECIES	0	PER PCD DIRECTOR APPROVAL	0
ALL OTHER SIGNIFICANT TREES	8"-30"	NATIVE SPECIES	10	2:1	20
ALL OTHER NON-SIGNIFICANT TREES	4"-8"	NATIVE SPECIES	1	1:1	1
TOTAL REPLACEMENT TREES REQUIRED: MIN. 2"					507

LANDSCAPE NOTES / SPECIFICATIONS

1. The Landscape Contractor shall field verify the location of all existing utilities, structures, features, and site improvements prior to installation. Any damages caused by the Landscape Contractor shall be his sole responsibility.
2. Work under these specifications shall consist of furnishing all labor, materials and equipment necessary for installing all proposed new plant materials as shown on the drawings, including preparation of planting areas, finished grading, furnishing soil planting mixture, staking trees and mulching.
3. The Landscape Contractor shall inspect the site prior to commencement to insure the area is within 1" of finish grade; only hand grading should be necessary.
4. All landscaped areas shall have 100% irrigation coverage. Irrigation shall be provided by permanent underground system as specified in these plans.
5. All planting beds shall be fine graded by the Landscape Contractor to insure the absence of weeds, and positive drainage.
6. All plant materials shall be installed by experienced nurserymen in accordance with sound landscape practices.
7. At the time of planting, a tree shall have a minimum diameter of 2" at 6" above grade; or per spec a minimum height of 8'.
8. All plant material shall be nursery grown stock and graded as Florida #1 or better as set forth in the Florida Dept. of Agriculture Grades and Standards for Nursery Plants.
9. All trees and shrubs shall be container grown, unless otherwise specified, and be vigorous, healthy and fresh.
10. Liberal amounts of a high organic content planting mixture shall be used to set all plant materials.
11. Any tree not occurring in a planting bed shall receive a minimum 3 ft diameter mulch ring except in a gravel area per spec.
12. Fertilize all plants at installation with Lesco 14-14-14 or osmocote. After mulching is complete, apply pre-emergent granular herbicide "freehand" to all plant beds.
13. Any trimming undertaken on a tree protected by the provisions of the Land Development Code shall be pruned in accordance with the American National Standards Institute (ANSI) A-300 Pruning Standards.
14. The construction of all above ground utility appurtenances visible from the public right-of-way such as pedestals, utility meters, transformers, back-flow prevention devices, etc., for new development or redevelopment activities shall conform to screening requirements as outlined in the Land Development Code. Plant location must be considered of required spatial separations from a fire protection appliance in accordance to the Uniform Fire Code.
15. Contractor shall install all trees and plants in accordance with the City of Bradenton Land Development Code.
16. Any deviations from these plans shall require written authorization from the Landscape Architect.
17. The landscape contractor shall review the completed irrigation system for complete and proper coverage.
18. Workmanship and materials guarantee shall be for twelve (12) months after date of acceptance and shall exclude damage by natural weather events and/or negligence by owner.
19. All proposed planting areas for trees and shrubs shall be top dressed with a minimum of three (3) inches of pine bark mulch spread uniformly over the beds as indicated.
20. Sod to be laid in all areas disturbed by all phases of construction. Sod variety to be determined. All sod shall be laid evenly without gaps; all joints shall be staggered, and shall be rolled and watered thoroughly after installation.
21. The Landscape Contractor shall at all times keep the premises free from accumulation of waste, materials, or debris caused by his crews during the performance of the work.

NO.	DATE	REVISION DESCRIPTION	BY
01	2026-03	TRASH COMPACTOR, PARKING, TREE TABLE	KGH
02	2026-06	REVISED UNITS	KGH

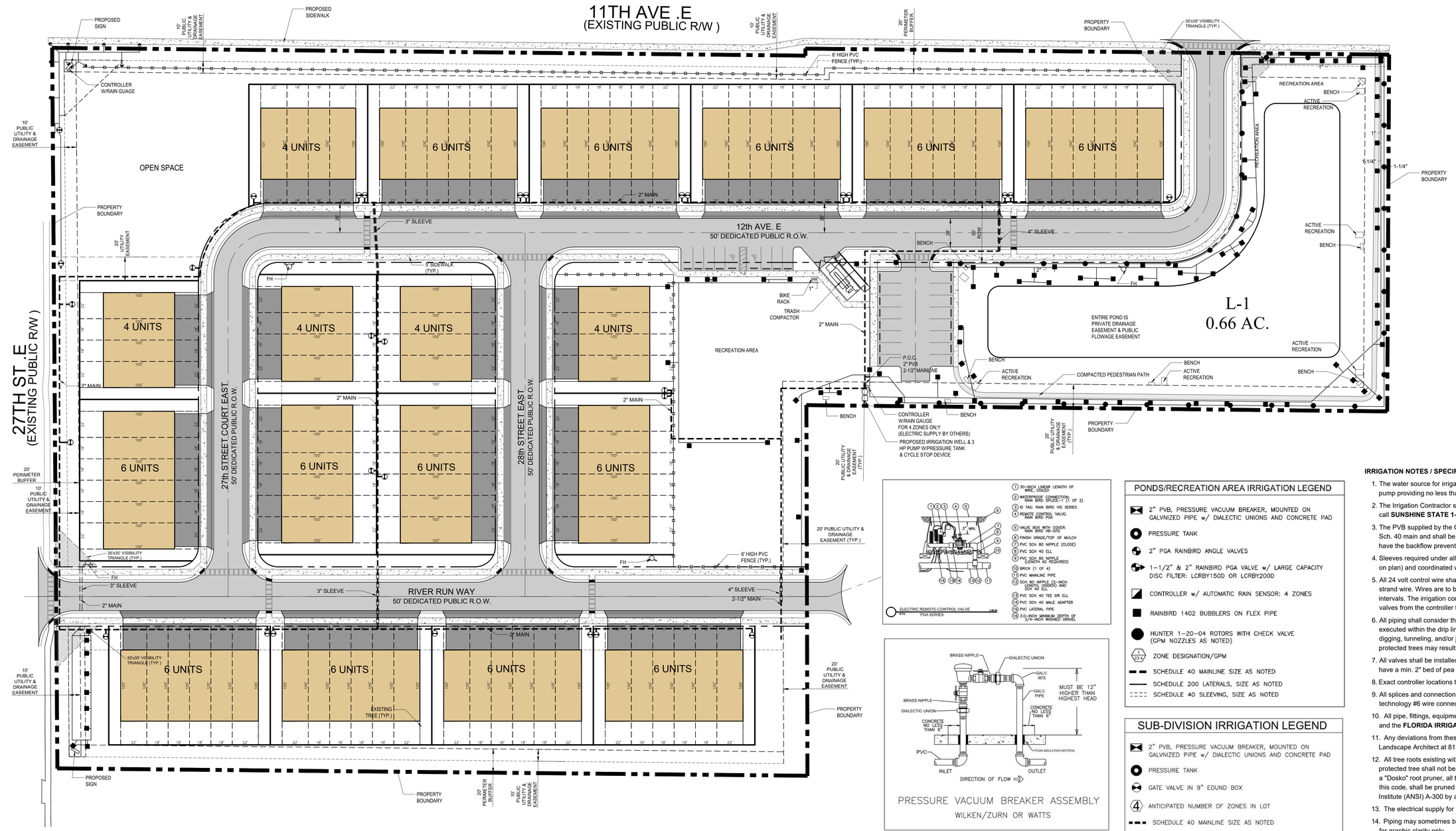
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FLORIDA ENGINEERING FIRM #39101 I FLORIDA SURVEYING FIRM #LB8694

DATE 2026-01
PROJECT JORCR
DRAWING JORCR LA
DRAWN KGH | CHECKED MM

LANDSCAPE PLAN
JORDAN CREEK EAST
CITY OF BRADENTON, FLORIDA

MATTHEW J. MORRIS
FL LICENSE NO. 68434

SCALE 1"=40'
VERTICAL DATUM NAVD88
SHEET L-1 | OF 1



PRESSURE VACUUM BREAKER ASSEMBLY
WILKEN/ZURN OR WATTS

PONDS/RECREATION AREA IRRIGATION LEGEND

- 2" PVB, PRESSURE VACUUM BREAKER, MOUNTED ON GALVNIZED PIPE w/ DIALECTIC UNIONS AND CONCRETE PAD
- PRESSURE TANK
- 2" PGA RAINBIRD ANGLE VALVES
- 1-1/2" & 2" RAINBIRD PGA VALVE w/ LARGE CAPACITY DISC FILTER: LCRBY150D OR LCRBY200D
- CONTROLLER w/ AUTOMATIC RAIN SENSOR: 4 ZONES
- RAINBIRD 1402 BUBBLERS ON FLEX PIPE
- HUNTER 1-20-04 ROTORS WITH CHECK VALVE (GPM NOZZLES AS NOTED)
- 1 / 23.4 ZONE DESIGNATION/GPM
- SCHEDULE 40 MAINLINE SIZE AS NOTED
- SCHEDULE 200 LATERALS, SIZE AS NOTED
- SCHEDULE 40 SLEEVING, SIZE AS NOTED

SUB-DIVISION IRRIGATION LEGEND

- 2" PVB, PRESSURE VACUUM BREAKER, MOUNTED ON GALVNIZED PIPE w/ DIALECTIC UNIONS AND CONCRETE PAD
- PRESSURE TANK
- GATE VALVE IN 9" EOUND BOX
- 4 ANTICIPATED NUMBER OF ZONES IN LOT
- SCHEDULE 40 MAINLINE SIZE AS NOTED
- SCHEDULE 40 SLEEVING, SIZE AS NOTED

IRRIGATION NOTES / SPECIFICATIONS

1. The water source for irrigation shall be a private well with pressure tank with a 3 h.p. pump providing no less than 40-50 GPM at 50 PSI. See P.D.C. Point of Connection.
2. The Irrigation Contractor shall exercise care so as to not damage existing utilities and call **SUNSHINE STATE 1-800-432-4770** for a utility locate before digging.
3. The PVB supplied by the General Contractor (verify) and mainline piping shall be 1" Sch. 40 main and shall be buried no less than 14" deep. The Irrigation contractor shall have the backflow preventor tested by a certified technician per local codes.
4. Sleeves required under all sidewalks and driveways and to be Sch. 40, (size as noted on plan) and coordinated with GC. Some of these may be for future use.
5. All 24 volt control wire shall be AWD size 14 gauge, type UF direct burial, single strand wire. Wires are to be tied to the bottom of the main line pipe w/ ties at 10' intervals. The irrigation contractor shall run an extra 2 wires each way to the farthest valves from the controller for future use.
6. All piping shall consider the location of existing trees. No trenching of piping shall be executed within the drip line existing trees. In such cases this is unavoidable, hand digging, tunneling, and/or jetting to avoid roots shall be utilized. Cutting of roots of protected trees may result in fines and replacement costs of trees.
7. All valves shall be installed using Carson heavy duty valve boxes. Valve boxes shall have a min. 2" bed of pea gravel.
8. Exact controller locations to be coordinated with the owners prior to installation.
9. All splices and connections to the 24 volt control wire shall be made with King technology #6 wire connectors.
10. All pipe, fittings, equipment and installations shall be in accordance with local codes and the **FLORIDA IRRIGATION SOCIETY**.
11. Any deviations from these plans shall require written authorization from the Landscape Architect at 813-659-0001.
12. All tree roots existing within proposed improvement areas and originating from a protected tree shall not be severed clean at the limits of the preservation area. Using a "Dosko" root pruner, all trimming undertaken on tree protected by the provisions of this code, shall be pruned in accordance with the American National Standards Institute (ANSI) A-300 by a qualified, licensed tree service.
13. The electrical supply for the pump and controllers are the owner's responsibility.
14. Piping may sometimes be indicated as being located in unlikely areas. This is done for graphic clarity only.
15. All zone and lateral pipe shall be new, normal, white, rigid polyvinyl chloride (PVC) schedule 200, size as noted (any pipe not specifically noted is 3") and shall be buried no less than 10" deep.
16. Call City of Bradenton for open ditch mainline inspection if required.
17. All parts and equipment and workmanship shall be guaranteed for a period of (1) year from time of acceptance.
18. Irrigation contractor shall prepare an as-built drawing on reproducible paper showing all installation that deviates from these drawings. The as-built shall locate all main line piping, control wires and valves by showing exact measurements from hard surfaces.

N

0 40 80 120

GRAPHIC SCALE 1"= 40'

NO.	DATE	REVISION DESCRIPTION	BY
01	2026-03	TRASH COMPACTOR, PARKING	KGH
02	2026-06	REVISED UNITS	KGH

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FLORIDA ENGINEERING FIRM #39101 I FLORIDA SURVEYING FIRM #LB8694

DATE 2026-01
PROJECT JORCR
DRAWING JORCR IR
DRAWN KGH | CHECKED MM

IRRIGATION PLAN PLAN
JORDAN CREEK EAST
CITY OF BRADENTON, FLORIDA

SCALE 1"=40'
VERTICAL DATUM NAVD88
SHEET I-1 | OF 1

MATTHEW J. MORRIS
FL LICENSE NO. 68434

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Adam H. Jacobson
305.219.5639 Contact
769 Providence Island Ct.
Jacksonville, Fl 32225

July 7, 2026

RE: Updated Trip Generation for Jordan Creek East

Good afternoon, Adam:

This letter is to follow up on your request for an updated trip generation associated with the development located southeast of the corner of 27th St E and 11th Ave E in Bradenton, FL.

We previously obtained approval for a Traffic Impact Statement using a proposed 66 homes on this site. The estimated trip generation from that report suggested there would be 86 PM Peak Hour trips generated by the site *(ITE Trip Generation Manual, 10th Ed.*) While not separated single family units, the ITE Land Use Code 210 for Single Family Units was used for the original trip generation assumptions.

A subsequent Trip Generation calculation was conducted in October 2025. Based upon the change in product design and density, the ITE Land Use Code for Single Family Attached units was used for the October 2025 estimates. According to ITE, "Single-family attached housing includes any single-family housing unit that shares a wall with an adjoining dwelling unit, whether the walls are for living space, a vehicle garage, or storage space. The database for this land use includes duplexes (defined as a single structure with two distinct dwelling units, typically joined side-by-side and each with at least one outside entrance) and townhouses/rowhouses (defined as a single structure with three or more distinct dwelling units, joined side-by-side in a row and each with an outside entrance)." The proposed land use would have included 106 Single Family Attached units. The anticipated trip generation for this land use is 60 trips in the PM Peak Hour (*ITE Trip Generation 11th Ed.*)

The number of units has been further reduced for this July 2026 Trip Generation calculation. The current site plan calls for 98 Single Family Attached units. The anticipated PM Peak Hour trip generation for 98 units is 48 trips (*ITE Trip Generation 12th Ed.*)

As noted in the previous paragraphs, three versions of the *ITE Trip Generation Manual* have been used in these analyses. The ITE Trip Generation Manual is accessed through the *ITETripGen Web-based App*. This on-line application is updated by the Institute of Transportation Engineers (ITE) and back editions are not available. Consequently, two tables are provided below: **Table 1** Trip Generation with ITE Manual Current on Date of Proposed Land Use, and **Table 2** Trip Generation with ITE Manual Current Edition (12th Ed.)



Table 1 Trip Generation with ITE Manual Current on Date of Proposed Land Use

Condition	ITE Code	Land Use Type	Size	PM Pk-Hr Trips In	PM Pk-Hr Trips Out	PM Pk-Hr Total Trips
Original Land Use Proposed Land Use Conservative Assumption – ITE Trip Gen, 10th Ed.						
	210	Single Family	66 Units	54	32	86
2025 Proposed Land Use Trip Generation – ITE Trip Generation, 11th Ed.						
	215	Single Family (Attached)	106 Units	35	25	60
July 2026 Land Use Trip Generation – ITE Trip Generation 12th Ed.						
	215	Single Family (Attached)	98 Units	27	21	48
Net Change in Trips.						
From Initial Land Use Assumptions				-27	-11	-38
From October 2025 Land Use				-8	-4	-12

Table 2 Trip Generation with ITE Manual Current Edition (12th Ed.)

Condition	ITE Code	Land Use Type	Size	PM Pk-Hr Trips In	PM Pk-Hr Trips Out	PM Pk-Hr Total Trips
Original Land Use Proposed Land Use Conservative Assumption – ITE Trip Gen, 12th ed.						
	210	Single Family	66 Units	41	25	66
2025 Proposed Land Use Trip Generation – ITE Trip Generation, 12th Ed.						
	215	Single Family (Attached)	106 Units	30	22	52
July 2026 Land Use Trip Generation – ITE Trip Generation 12th Ed.						
	215	Single Family (Attached)	98 Units	27	21	48
Net Change in Trips.						
From Initial Land Use Assumptions				-11	-3	-14
From October 2025 Land Use				-3	-1	-4

ITE updates their trip generation rates as new data becomes available. As can be seen when comparing the two tables, overall trip generation rates for residential units are decreasing. This is likely due to changes in residential lifestyle behaviors such as increased telecommuting and using delivery services instead of taking shopping trips.





The current estimated trip generation is about 55% of the originally assumed trip generation for this site. Given the reduction in trip generation, I would suggest that the change in land use should be viewed as a reduction in traffic impacts and additional study should not be required.

Have a great afternoon.

Yours sincerely.

Theo Petritsch, P.E., PTOE, RSP_{2B}
Director of Transportation Services
Landis Evans and Partners, Inc.



City of Bradenton
Planning and Community Development Department
City Council
July 22, 2026

Staff Report

Case Number: PLN-MAJ-26-0001
Applicant: Josh Law, agent for Jordan Creek at Bradenton East, LLC
Addresses: 1201 27th Street East and 2906 11th Avenue East
Parcel IDs: 1387000050 and 1387200007
Current Zoning: Planned Development
Future Land Use: RESMED (Medium Density Residential)
Flood Zone: AE, X

Surrounding Property Zoning:

Current Zoning: North: R-2 (Medium Density Residential)
South: R-2 (Medium Density Residential) & R-3 (High Density Residential)
East: R-2 (Medium Density Residential) & R-3 (High Density Residential)
West: T4-R (General Urban Restricted – Transect District)

Future Land Use: North: RESMED (Medium Density Residential)
South: RESMED (Medium Density Residential)
East: RESMED (Medium Density Residential)
West: RESMED (Medium Density Residential)

On May 13, 2026, City Council heard Resolution 26-28, a request for approval of PLN-MAJ-26-0001. This request was to approve a second option (Option B) for development at 1201 27th Street East and 2906 11th Avenue East. Option A was previously approved with PDP-23-4841 for 33 single family attached buildings, with each dwelling unit (total of 66) on its own individual lot.

At the May 13 hearing, City Council voted to deny the application for Option B. Staff placed a Resolution for denial on the May 27, 2026 City Council consent agenda. At this hearing, a legal representative for the applicant requested a continuance of the case to allow the applicant to redesign the project and return before Council.

The applicant has submitted a revised site plan for Option B. The revision proposes 98 residential units arranged in a mixture of four and six-unit single family attached structures. The total land size is approximately 12.19 acres. The original plan for Option B was for 106 units of the same type. The new site plan shows an area of unenhanced open space in the northwest corner where eight units had been proposed.

The Future Land Use of the subject parcels is RESMED, which allows for 10 dwelling units per acre. Option B would result in a density of approximately 8 dwelling units per acre, which is within the allowed density for the property. Also, the submitted application states that approximately 4.37 acres or roughly 36% of the project site is open space. The proposed recreational space consists of approximately 1.62 acres or 13% of the project site. The recreation area consists of a compacted pedestrian path with workout equipment. This is an increase from the original Option B request of 34% open space and 12% recreational space.

The PDP standards are designed to allow developers maximum flexibility in designing higher quality, more innovative projects that may not otherwise be permitted in the LURs. Preservation of environmentally sensitive lands, creation of green space, and innovative design is highly encouraged. Applications that do not meet the minimum PDP standards as listed in the LURs must provide justification as to why the standards cannot be met and the City, through the public hearing process, may impose stipulations to overcome any design shortfalls.

Following is a breakdown of the Dimensional Standards of the proposed second option.

PDP Dimensional Standards		Special Notes
Minimum Front Yard Setback (Primary Structure)	20’	
Minimum Secondary Front Yard Setback (Primary Structure)	15’	
Minimum Side Yard Setback (Primary Structure)	10’	
Minimum Rear Yard Setback (Primary Structure)	20’	
Maximum Building Height	35’	
Parking Provided	237 Spaces	

Section 3.4.1.3.a of the LURs establishes the minimum design standards for Residential PDPs. The standards are designed to enhance any PDP project so

that it is above and beyond the minimum conventional subdivision standards.

In review of the standards under 3.4.1.3.a, it appears that the subject application meets most of the required standards. Standards that may require additional clarification or where the applicant is requesting relief are shown bold and italicized:

Section 3.4.1.3.a *Additional PDP standards*. This subsection sets forth required standards for primary use-oriented developments, as follows:

i. *Density.* The number of units per acre shall not exceed the maximum as allowed by the future land use map and related policies of the comprehensive plan. If the project is in a residential district (not a PDP zone) the density shall not exceed the density allowed in that land use atlas district. Acreage for density calculations shall not include areas within the Conservation district. Maximum density is not guaranteed for any proposed PDP, however, the quality of design, contribution to public facilities, open space and recreation, preservation of resources, and compatibility of the proposed development will be evaluated in order to recommend maximum density.

   Staff Response: The proposed development is under the maximum allowable density per acre. The FLUM states the development can be up to 10 units per acre, while the proposed development is at approximately 8 units per acre.

   Most of the surrounding area has been developed at a lower density. The block of single-family homes to the north has a density of approximately 4.8 units per acre. The block of residential to the west has a density of approximately 2.4 units per acre. The existing development along River Run Way has a density of approximately 4.13 units per acre. The only directly adjacent development with a higher density is located to the south; an income restricted apartment community there has a density of approximately 9.9 units per acre.

   The proposed development does not introduce any commercial or office uses to the area and, like the nearby developments, is all residential.

   The overall design has not changed significantly from the previous submittal for Option B. They have provided more open space than in the initial request and have proposed the addition of exercise

equipment to the recreational area. The developer has not indicated an intent to contribute to public facilities.

ii. *Open space.* Excluding roadways, parking areas, private yards, landscaped areas less than 250 square feet, and stormwater retention areas, open space shall make up a minimum of 25 percent of the site area. Open space may be in the form of recreation fields, courses, or fairways, pedestrian or bicycle paths or walkways, or landscaped common areas greater than 250 square feet each. In some cases, private yards designated as non-disturbed buffers or conservation easements may be eligible for open space calculations. In the Urban Core and Urban Central Business district, the open space requirement may be reduced or eliminated when the quality of the design justifies a reduction or elimination.

Staff Response: The proposed development contains approximately 4.37 acres or roughly 36% of the project site as open space.

iii. *Recreation area.* Recreation area shall be provided at a ratio of one acre per 500 residents. In some cases, the PCD director may recommend that recreation area be provided at a ratio of one acre per 200 dwelling units, or more. In no case, shall the minimum recreation area be less than one-half acre, except in the UCBD or PDPs less than two acres in size. To be eligible for credit, a recreation area must include benches, trees, open or grassy areas or fields, pedestrian or bike paths, play or exercise facilities, courses, fairways, or other passive or active recreation facilities, or a combination of such facilities, which may be geared to the type of population served. Higher credit may be given to facilities usable by the general public, as determined by the PCD director. Pedestrian or bike paths designed to meet the recreation standard shall be in specifically designated corridors. No recreational credit will be given to required sidewalks along roadways except for specially-designed, incidental connection points.

Staff Response: The applicant is proposing approximately 1.62 acres or 13% of the project site as recreational space. The recreation area consists of a compacted pedestrian path with workout equipment and a space for passive recreation or an amenity center near the center of the site.

iv. *Parking*. Two per dwelling unit plus one per ten units for visitor parking. On-street parking may be counted toward the required visitor parking only. In proposed developments of 50 units or more,

parking spaces shall be provided at the recreation area in a ratio of one space per ten dwelling units. In some cases, the applicant may recommend more or less parking than required by these standards, however, such designs must be qualified and quantified by quality of design, empirical data, or emerging trends.

Staff Response: At a ratio of one space per ten dwelling units, the applicant is proposing more spaces than required at the recreation area. They are required 11 spaces and are providing 16 spaces.

The units have driveways and garages, though Public Works and Utilities has shared the following:

Public Works continues to have concerns over increased density for this property. As has been seen in other developments with similar access/densities, over parking on the street and driveways, disregard for clear access, and parking in undesignated areas all become a concern for public safety. City of Bradenton has also reached out to Manatee County for information regarding approval from the County for the increased density/approval of the traffic study presented, and have not had anything more regarding approval or denial of the proposal from the County.

The proposed driveway/accesses for the townhome units does not meet current standard specifications: the accesses are shown as constant concrete along the entire fronts of the units, and in many cases, the driveways are closer to intersections than code allows. Maximum width for residential units is 10 feet. With undistinguishable limits to each driveway, there are no breaks for pedestrians to make their way from street to home, and nothing to prevent cars from double parking. There will need to be medians/breaks between each driveway.

The water meter and backflow preventers will need to be installed in the ROW. The medians will serve as an area for the BFP and clean outs for the sanitary sewers. With the solid slab driveway and aprons, there is nowhere for the utility appurtenances.

v. *Building setbacks*. The following setbacks for buildings are typically required, unless otherwise stipulated in the PDP approval for projects proposed outside the Urban Core, Urban Central Business district and

Urban Village districts: Building setbacks for two-story buildings shall be: Thirty-five feet from any project property line which is also a street frontage, 50 feet from a major collector or arterial road as defined in subsection 4.1.3, and 15 feet from an interior private road.

Staff Response: The proposed development meets the required minimal setbacks as the minimum front yard setback is 20' and the secondary front yard is 15'.

vi. *Buffers*. A landscaped, well-designed perimeter buffer with a minimum or oscillating width of 25 feet from all property lines is required for all proposed residential PDPs; unless otherwise stipulated in the PDP approval.

Staff Response*: *The applicant is requesting a reduction as follows:

20 foot wide buffer with plantings located within the outer 10 feet of the 20 foot buffer. This is requested in order to avoid utility and drainage easements as to not interfere with the safe operation and maintenance of the infrastructure and easement areas. In addition, this request was approved with the existing approved PDP PDP-23-4841 for Option A.

vii. *Accessory structures*. Accessory structures may be approved as part of the proposed PDP based upon subsection 5.1.2 (Accessory structures, residential buildings), as found appropriate by the approving body.

Staff Response: The applicant indicated verbally at Planning Commission that accessory structure setbacks will match the standard for the previous base zoning (R-2). Accessory Structures will therefore have a setback of 5 feet from side and rear property lines and are not permitted in front yards. Accessory structures are structures such as sheds that are not typically requested with this unit type.

viii. *Neighborhood activity center.* A neighborhood activity center consisting of light retail, restaurants, personal services, office, and other similar neighborhood types of activities may be proposed as a compact, defined area limited to one acre or five percent of the overall development. While no specific standards are suggested in order to allow innovation in design, a proposed neighborhood activity center will be evaluated for its physical design including types of uses

proposed, pedestrian connectivity with the surrounding residential components, landscaping, and overall feasibility.

Staff Response: The applicant is not proposing the construction of a neighborhood activity center.

The applicant has provided a narrative and a preliminary site plan to go along with this request. The narrative and site plan only reflect the revised Option B, as Option A was previously approved.

Land Use Regulations:

3.1.3 *Special land use districts and overlays.* The following land use districts and overlays are intended to provide additional standards conducive to their suggested themes, design standards, or geographical locations. Their boundaries are delineated on the land use atlas.

PDP*/Planned Development Project.* This district is designed to permit the development of planned complexes of structures and uses where compatible with existing surrounding land uses and is intended for undeveloped parcels of land or those proposed for redevelopment.

The following sections of the Land Use Regulations describe necessary conditions for assigning or amending land use districts in the City:

"3.1.5 *Criteria for land use atlas district designations*. Land within the city shall be assigned a land use atlas district designation from the list of standard land use atlas districts in section A. [sections 3.1.1 through 3.1.3] above. The following criteria shall be used to make such assignments and to make changes in assignments, whether initiated by the city or by a property owner pursuant to section 2.2.5 land use atlas amendment.

3.1.5.1 *Consistency with the comprehensive plan.* All land use atlas district assignments shall be consistent with the comprehensive plan, including the future land use map and future land use element goals, objectives and policies. The land use atlas district assigned shall be consistent with the land use category of the future land use map.

3.1.5.2 *Land use compatibility.* The assigning of land use atlas districts shall promote the compatibility of adjacent land uses.

3.1.5.3 *Adequate public facilities*. The assigning of land use atlas districts shall be consistent with the public facilities available to set the types of uses allowed in the proposed zoning district. The level of

service standards set forth in section 4.1.1.5 shall be considered in assigning land use atlas districts and there shall be reasonable assurance that the demand for services allowed in the proposed land use atlas district can be met.

3.1.5.4 *Public interest*. Land use atlas district designations shall not be in conflict with the public interest and will promote the public health, safety and welfare.

3.1.5.5 *Consistency with LURs.* Land use atlas district designations shall be consistent with the purpose and intent of these LURs."

3.4.1 *Planned development projects (PDP).* The PDP standards in this section are geared to allowing developers maximum flexibility in designing higher quality, more innovative projects that might not otherwise be permitted through these LURs. Preservation of environmentally-sensitive lands, creation of green space, and innovative design is highly encouraged. Interactive community design is also encouraged.

PDP review and approval is required for:

- Any project or new construction in a PDP district, unless the new construction is considered a minor amendment to a previously approved PDP site plan;
- Any project involving more than 200 linear feet of land below the two-foot contour line, pursuant to subsection 3.4.4.
- A subdivision that does not meet the subdivision requirements of section 4.2.
- To be eligible for PDP consideration, the proposed development should:
    - Be at least one acre in total area, unless the PCD director has determined that a smaller property could provide a beneficial contribution to the city or surrounding neighborhood. More than one lot of record may be proposed as part of a PDP, including non-contiguous lots of record within the same comprehensive plan neighborhood, subject to PCD approval.
    - Generally exceed the standards contained in the LURs, and not merely circumvent them. The applicant agrees that additional standards may be required as part of the approval process. Any PDP proposing a reduction of required standards must include findings provided by the applicant for justifying the reductions.
    - Be reviewed by the PCD director, public works and fire departments as part of a pre-application meeting, to discuss

the concept of the proposed development and the procedural requirements of these LURs. The applicant must provide a conceptual site plan showing the subject property, its relationship to the surrounding properties, and the general development scheme.

Summary and Recommendation:

It appears at this time, that the proposed request has not changed appreciably from the originally presented Option B. The council must consider the request for a reduction in buffer standards (which matches what was granted with Option A). There are concerns regarding driveway design and parking from Public Works, as provided above.

On April 15, 2026, the Planning Commission voted 5-1 to recommend approval of the previous proposed Option B, which had largely the same layout but 106 total units.

On May 13, 2026, City Council voted to deny the original application for Option B, citing:

The Property Owner failed to meet its burden of demonstrating that its request to significantly increase the approved density of the project through the Amendment was supported by the criteria of Section 3.4.1.3.a.i. of the City of Bradenton Land Use Regulations, as further described below:

1. The Property Owner failed to demonstrate quality of design to justify the additional density request. The site plan was largely unchanged from the existing, approved plan, which provided for significantly less density. The Amendment also sought to reduce the required perimeter landscaped buffer below the Code required 25’.
2. The Property Owner failed to address contributions to public facilities.
3. The limited open space and recreation area proposed was unchanged from the existing, approved plan and did not justify the requested increase in density.
4. The proposed density of the Amendment significantly exceeds that of adjoining single-family detached residential lots, and compatibility is further compromised by the request for a reduced landscaped buffer.

The revised request increases the amount of open space within the project and enhances the recreational area. However, it does not change the

overall design significantly from the original Option B request. The revised application fails to address contributions to public facilities and is still requesting a density that is significantly higher than most of the adjoining residential areas. The request for a reduced buffer still remains.

City Council is encouraged to consider the staff analysis, the applicant's submission and presentation, and public testimony in making a motion for approval or denial.

If the Council votes to approve the proposed Option B, including the buffer reduction, staff recommends the following stipulations:

1. Allow for a reduction in the perimeter buffer area from 25 feet to 20 feet with enhanced landscaping.
2. Accessory structures shall maintain at least a 5 foot setback from side and rear property lines and are not allowed in front yards.
3. Solid waste collection is subject to the requirements of Public Works and Utilities and will be approved through the SIP process. Multifamily with more than 3 consecutive units will be required to provide dumpster or compactor service.

Respectfully submitted,



Jamie Schindewolf
Senior Planner

Exhibits:

Exhibit A: Location Map

Exhibit B: Future Land Use Map

Exhibit C: Zoning Map

Exhibit D: Aerial Map

Exhibit E: Proposed Site Plan

Exhibit F: Proposed Landscape Plan

Exhibit A
Location Map

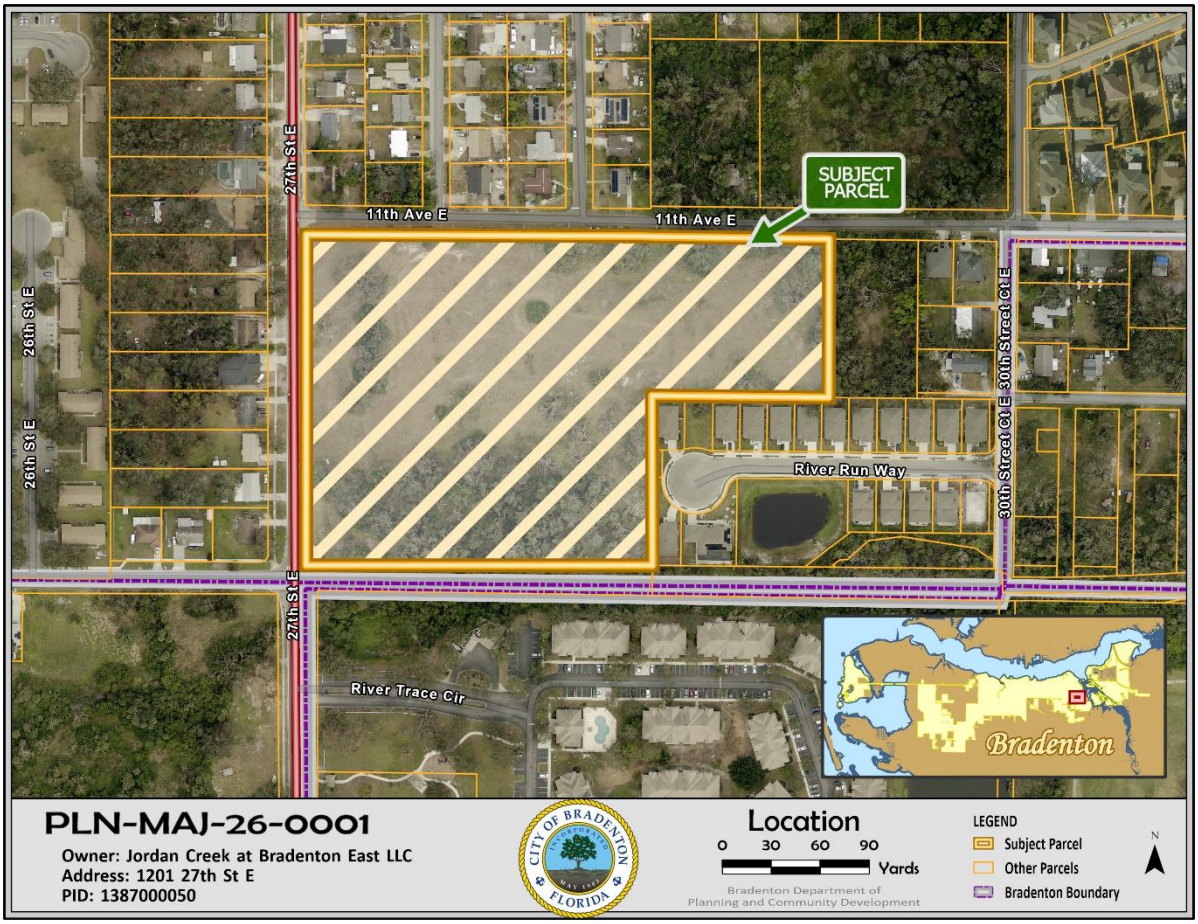


Exhibit B
Future Land Use Map

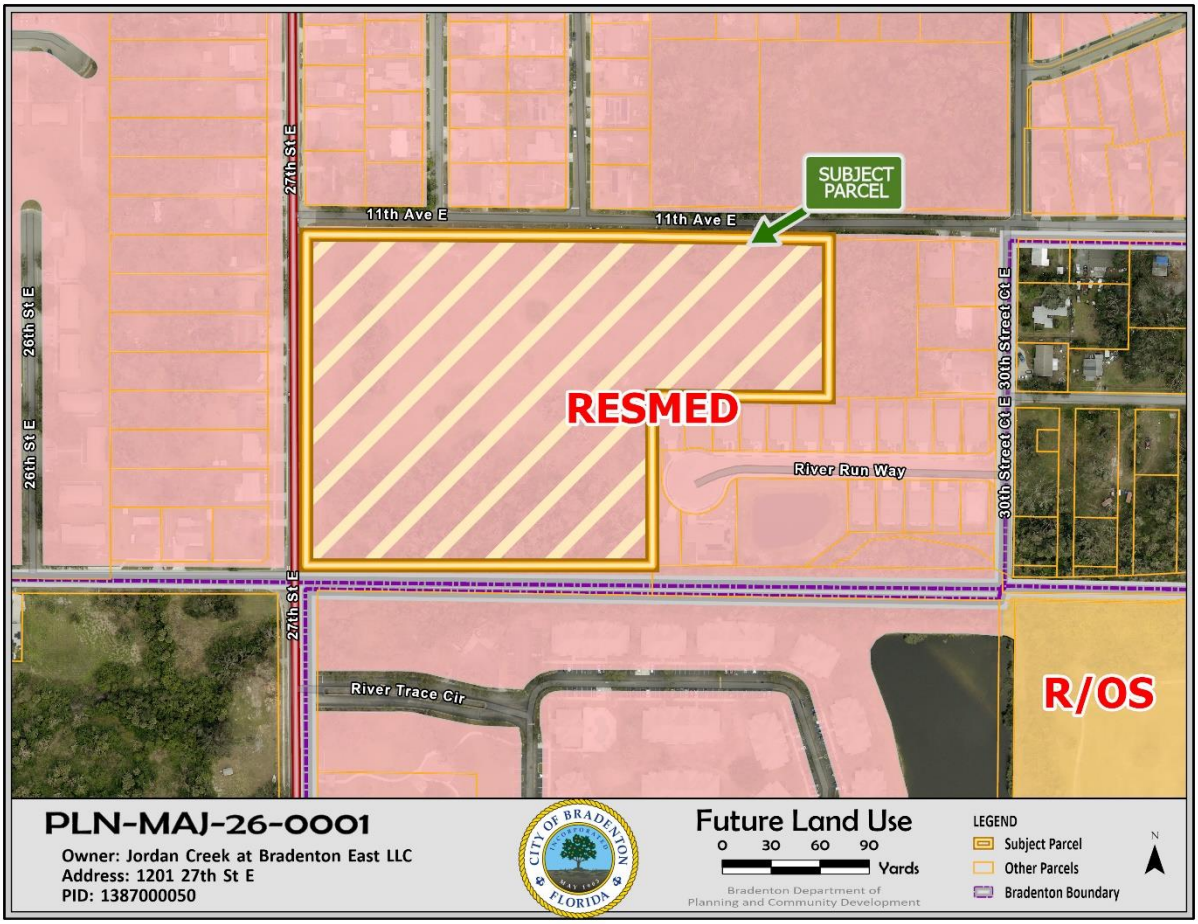


Exhibit C
Zoning Map

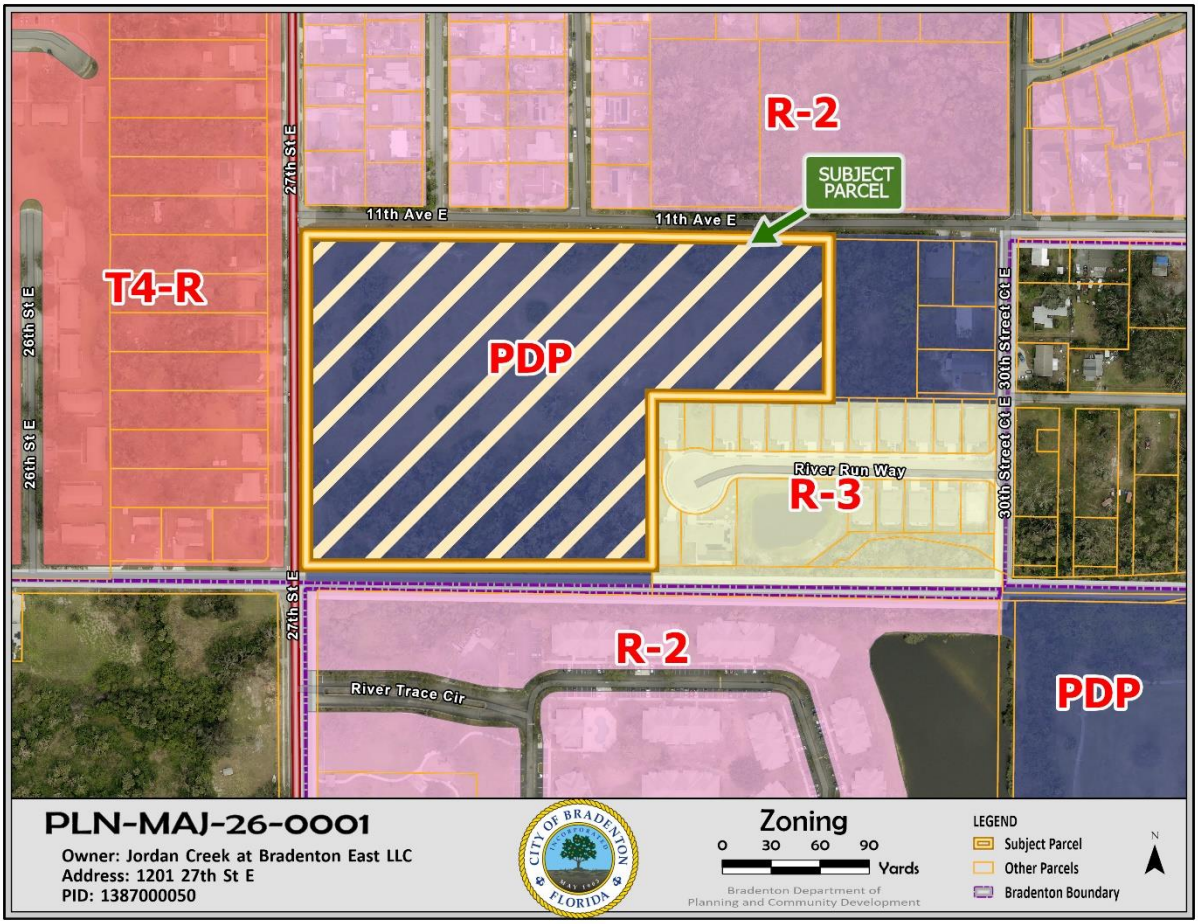


Exhibit E
Proposed Conceptual Site Plan

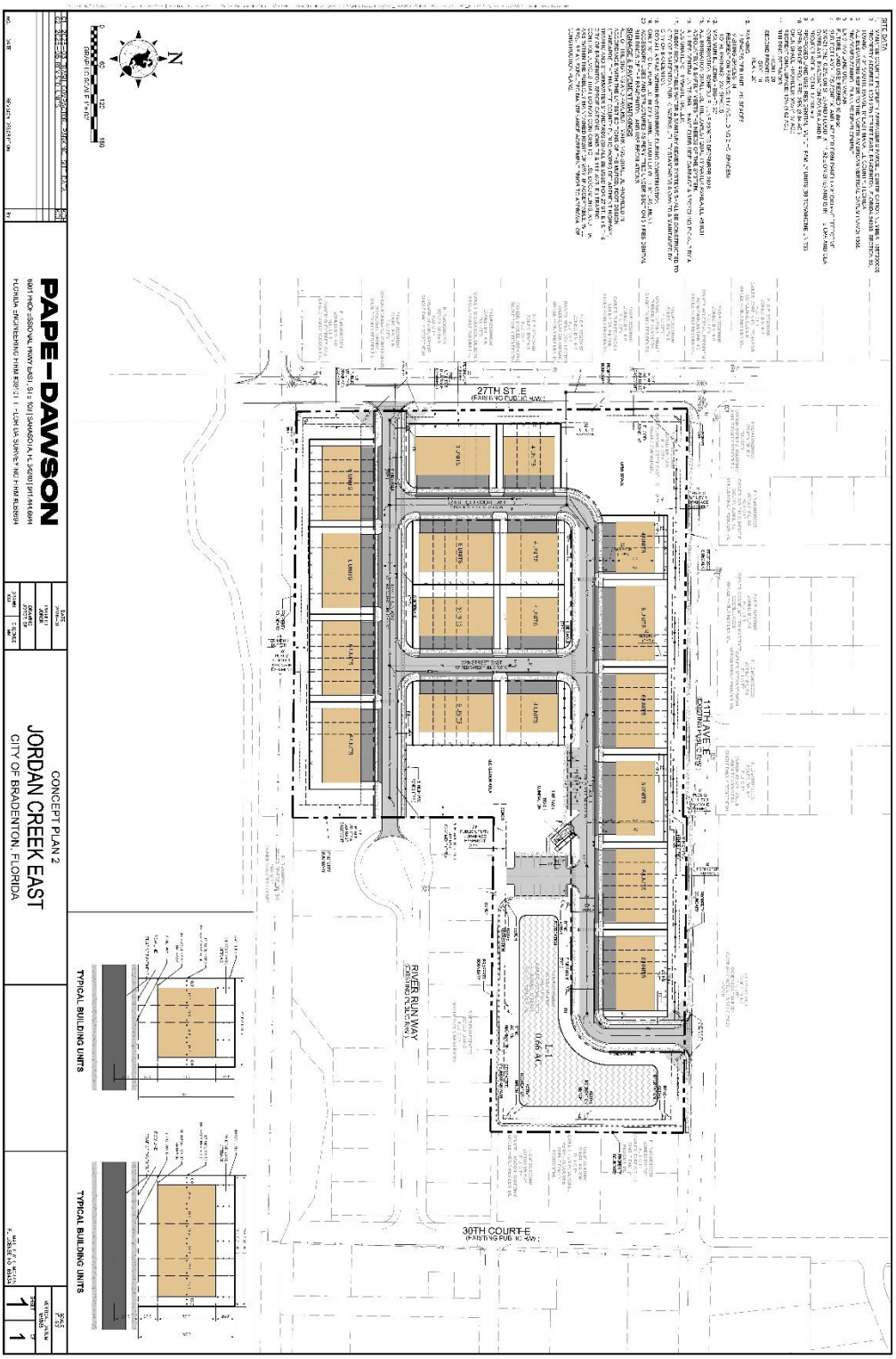
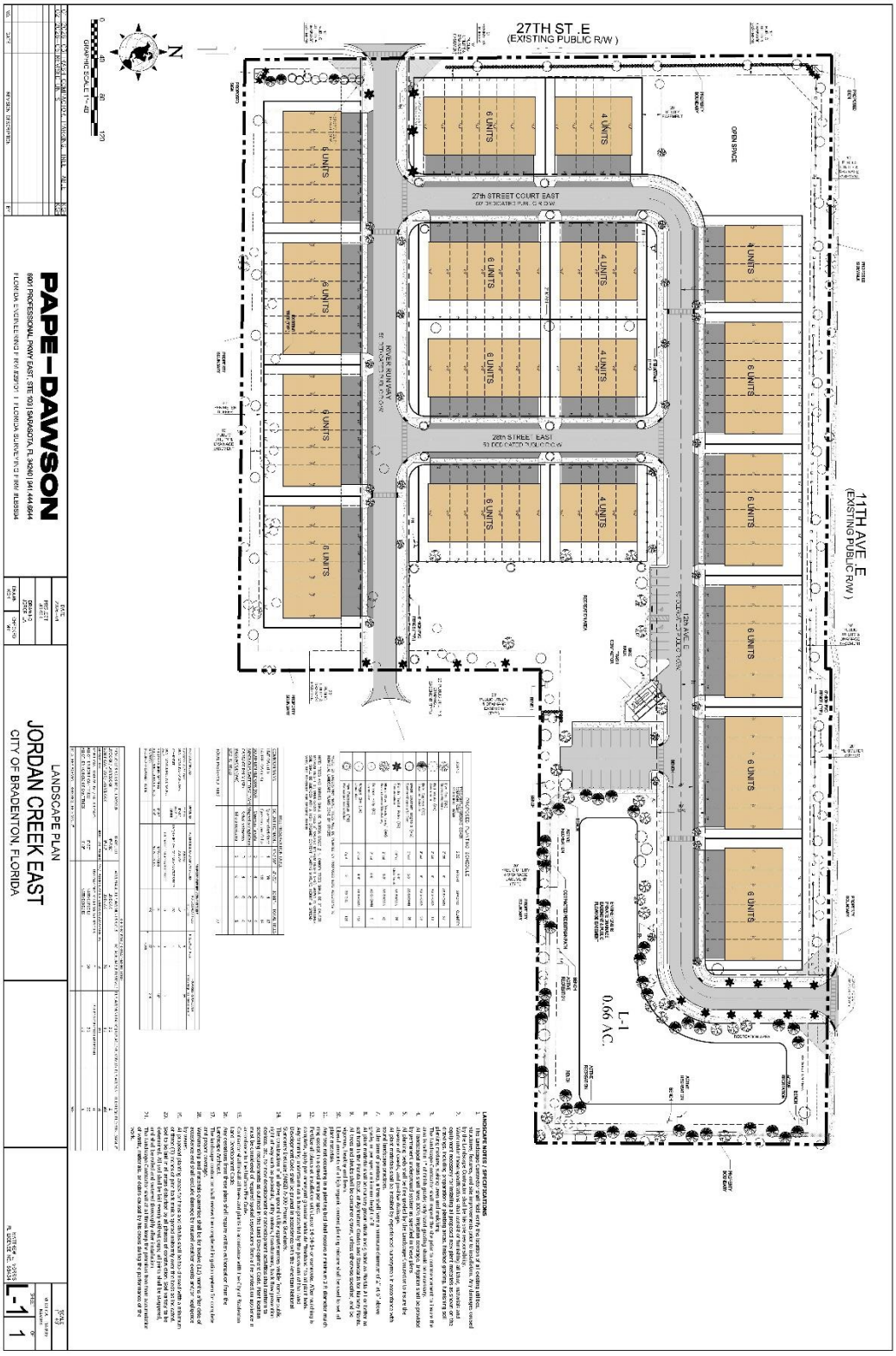


Exhibit F
Proposed Landscape Plan



AGENDA ITEM NO. 7.b

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: July 22, 2026

SUBMITTED BY: Tamara Melton, Finance

ITEM TYPE: Resolution

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: RESOLUTION 26-60 - PUBLIC HEARING
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 AUTHORITY, DEFINITIONS AND INTERPRETATION, AND CERTAIN LEGISLATIVE FINDINGS; CREATING THE ASSESSMENT AREA; CONFIRMING THE INITIAL ASSESSMENT RESOLUTION; APPROVING THE ASSESSMENT ROLL; IMPOSING NON-AD VALOREM SPECIAL ASSESSMENTS; APPROVING THE ASSESSMENT ROLL; PROVIDING FOR COLLECTION OF THE ASSESSMENTS; PROVIDING FOR THE APPLICATION OF ASSESSMENT PROCEEDS; PROVIDING FOR EFFECT; PROVIDING FOR INITIAL PREPAYMENTS; DIRECTING THE FILING OF AN ASSESSMENT NOTICE; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
Yes

EXPLANATION:
On June 10, 2026, the Council adopted Resolution 26-54 which was the Initial

Assessment Resolution for the Ironwood Condominiums Water Assessment Area and described the method of assessing the capital and project costs against the real property that would be specially benefited and directed preparation of the tentative Assessment Roll.

Resolution 26-60 will act as the Final Assessment Resolution for the project. The City Administrator's Office received two phone calls from residents. The first call was to inform the City that the resident sold the property in the assessment area, and the second was to inquire about the method in which the City calculated the square footage for each unit. The resident was informed that the Equivalent Residential Units (ERUs) were calculated by the square feet of the building area for the average-sized residential condominium unit within the assessment area, which was 1,000 square feet. That resident did not have any other comments.

FINANCIAL IMPACT:
The City will be reimbursed for the capital cost of the water main replacement project.

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed with no objections.

SUGGESTED MOTION:
Motion to approve Resolution 26-60.

ATTACHMENTS:
Resolution 26-60

CITY OF BRADENTON, FLORIDA

IRONWOOD CONDOMINIUMS
WATER MAIN REPLACEMENT PROJECT
FINAL ASSESSMENT RESOLUTION

RESOLUTION NUMBER 26-60

ADOPTED JULY 22, 2026

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RESOLUTION NO. 26-60

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 AUTHORITY, DEFINITIONS AND INTERPRETATION, AND CERTAIN LEGISLATIVE FINDINGS; CREATING THE ASSESSMENT AREA; CONFIRMING THE INITIAL ASSESSMENT RESOLUTION; APPROVING THE ASSESSMENT ROLL; IMPOSING NON-AD VALOREM SPECIAL ASSESSMENTS; APPROVING THE ASSESSMENT ROLL; PROVIDING FOR COLLECTION OF THE ASSESSMENTS; PROVIDING FOR THE APPLICATION OF ASSESSMENT PROCEEDS; PROVIDING FOR EFFECT; PROVIDING FOR INITIAL PREPAYMENTS; DIRECTING THE FILING OF AN ASSESSMENT NOTICE; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City Council (the "Council") of the City of Bradenton, Florida, enacted the Master Capital Project and Service Assessment Ordinance, as codified in Chapter 75 of the City of Bradenton Code of Ordinances (the "Ordinance"), to provide for the creation of Assessment Areas and authorize the imposition of special assessments to fund the construction of Local Improvements to serve the property located therein; and

WHEREAS, on June 10, 2026, the Council adopted Resolution No. 26-54 (the "Initial Assessment Resolution") proposing creation of the Ironwood Condominiums Water Assessment Area and describing the method of assessing the Capital Cost and Project Cost against the real property that will be specially benefited thereby, and directing preparation of the tentative Assessment Roll, and provision of the notices required by the Ordinance; and

WHEREAS, pursuant to the provisions of the Ordinance, the City is required to confirm or repeal the Initial Assessment Resolution, with such amendments as the Council deems appropriate, after hearing comments and receiving objections of all interested parties; and

WHEREAS, the Assessment Roll has heretofore been filed with the office of the City Administrator, as required by the Ordinance; and

WHEREAS, as required by the terms of the Ordinance, notice of a public hearing has been published and mailed to each property owner proposed to be assessed notifying such property owner of the opportunity to be heard; the proof of publication and an affidavit of mailing are attached hereto as Appendices A and B respectively; and

WHEREAS, a public hearing was held on July 22, 2026, and comments and objections of all interested persons have been heard and considered as required by the terms of the Ordinance.

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

SECTION 1. AUTHORITY. This Resolution is adopted pursuant to the Ordinance; the Initial Assessment Resolution; Article VIII, Section 2 of the Florida Constitution; the City of Bradenton City Charter; sections 166.021 and 166.041, Florida Statutes; and other applicable provisions of law.

SECTION 2. DEFINITIONS AND INTERPRETATION.

(A) This Resolution is the Final Assessment Resolution as defined in the Ordinance.

(B) 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.

(C) All capitalized terms in this Resolution shall have the meanings defined in the Ordinance and the Initial Assessment Resolution.

SECTION 3. CREATION OF ASSESSMENT AREA.

(A) The Ironwood Condominiums Water Assessment Area is hereby created to include the property described in Appendix C to the Initial Assessment Resolution.

(B) The Assessment Area is created 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 4. CONFIRMATION OF INITIAL ASSESSMENT RESOLUTION. The Initial Assessment Resolution is hereby ratified and confirmed and ratified and such terms and provisions are hereby incorporated by reference.

SECTION 5. APPROVAL OF ASSESSMENT ROLL.

(A) The Assessment Roll, a copy of which was present or available at the public hearing through electronic media, on file with the City Administrator, and incorporated herein by reference, is hereby approved.

(B) The approved Assessment Roll includes all parcels of Assessed Property within the Assessment Area that cannot be set forth in the Assessment Roll due to the provisions of Section 119.071(4), Florida Statutes, concerning exempt "home addresses."

SECTION 6. IMPOSITION OF ASSESSMENTS TO FUND THE PROJECT COST OF THE WATER MAIN REPLACEMENT PROJECT.

(A) The Tax Parcels included in the Assessment Roll are hereby found to be specially benefited by the design, acquisition, construction, and installation of the Water Main Replacement Project in the amount of the maximum annual Assessment set forth in the Assessment Roll.

(B) The methodology for computing annual Assessments described in Article III of the Initial Assessment Resolution is hereby approved and found to be a fair and reasonable method of apportioning the Capital Cost and Project Cost among the benefited properties.

(C) Annual Assessments computed in the manner described in the Initial Assessment Resolution are hereby levied and imposed on all Tax Parcels included in the Assessment Roll at

the maximum annual assessment rate set forth in the Assessment Roll for a period not to exceed 20 years, with collection commencing in November 2027.

(D) Upon adoption of this Final Assessment Resolution:

(1) The Assessments shall constitute a lien against assessed property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until the ad valorem tax bill for such year is otherwise paid in full pursuant to the Uniform Assessment Collection Act. The lien shall be deemed perfected upon adoption by the Council of this Final Assessment Resolution and shall attach to the property included on the Assessment Roll as of the prior January 1, the lien date for ad valorem taxes.

(2) As to any Tax Parcel that 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 prior to adoption of the next Annual Rate Resolution, the Adjusted Prepayment Amount shall constitute a lien against assessed property equal in rank and dignity with the liens of all state, county, district or municipal taxes and other non-ad valorem assessments to the extent permitted by law. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles and claims, until paid. The lien shall be deemed perfected upon adoption by the Council of this Final Assessment Resolution and shall attach to the property included on the Assessment Roll upon adoption of the Annual Rate Resolution.

SECTION 7. COLLECTION OF ASSESSMENTS.

(A) The Assessments shall be collected pursuant to the Uniform Assessment Collection Act as provided in Section 75-59 of the Ordinance.

(B) The Assessment Roll, as herein approved, together with the correction of any errors or omissions as provided for in the Ordinance, shall be delivered to the Tax Collector for collection using the tax bill collection method commencing in November 2027.

(C) The Assessment Roll, as delivered to the Tax Collector, shall be accompanied by a Certificate to Non-Ad Valorem Assessment Roll in substantially the form attached hereto as Appendix C.

SECTION 8. APPLICATION OF ASSESSMENT PROCEEDS. Proceeds from the Assessments received during each Fiscal Year shall be applied by the City for payment of the Collection Cost, payment of any Transaction Cost not funded from proceeds of the Obligations, payment of interest due on the Obligations, payment of principal due on the Obligations, and payment of the Project Cost of the Water Main Replacement Project. Any remaining proceeds will then be used for prepayment of the Obligations, when authorized under the terms of those Obligations.

SECTION 9. EFFECT OF FINAL ASSESSMENT RESOLUTION. The adoption of this Final Assessment Resolution shall be the final adjudication of the issues presented herein and in the Initial Assessment Resolution (including, but not limited to, the method by which the Assessments will be computed, the Assessment Roll, the maximum annual Assessment, the levy and lien of the Assessments, and the terms for prepayment of the Assessments) unless proper steps are initiated in a court of competent jurisdiction to secure relief within 20 days from the date of Council action on this Final Assessment Resolution.

SECTION 10. INITIAL PREPAYMENT NOTICE.

(A) On or before July 27, 2026, the City Administrator is hereby directed to provide notice by first class mail to the owner of each Tax Parcel described in the Assessment Roll of the one-time opportunity to prepay in full all future annual Assessments on or before August 31, 2026.

(B) The notice, in substantially the form attached as Appendix D, shall be mailed to each property owner at the address utilized for the notice provided pursuant to Section 2.05 of the Initial Assessment Resolution.

SECTION 11. ASSESSMENT NOTICE. The City Administrator is hereby directed to record this Final Assessment Resolution as notice of the Assessments in the Official Records Book in the office of the Manatee County Clerk of Courts. Copies of the initial Assessment Roll and each annual Assessment Roll shall be retained by the City Administrator and shall be available for public inspection.

SECTION 12. CONFLICTS. All resolutions or parts of resolutions in conflict with any of the provisions of this Final Assessment Resolution are hereby repealed to the extent of the conflict.

SECTION 13. SEVERABILITY. If any provision of this Final Assessment Resolution or the application thereof to any person or circumstance is held invalid, it is the intent of the Council that such invalidity shall not affect other provisions or applications of this Final Assessment Resolution which can be given effect without the invalid provision or application and, to this end, the provisions of this Final Assessment Resolution are declared severable.

SECTION 14. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

DULY ADOPTED this 22nd day of July, 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

PROOF OF PUBLICATION

McClatchy

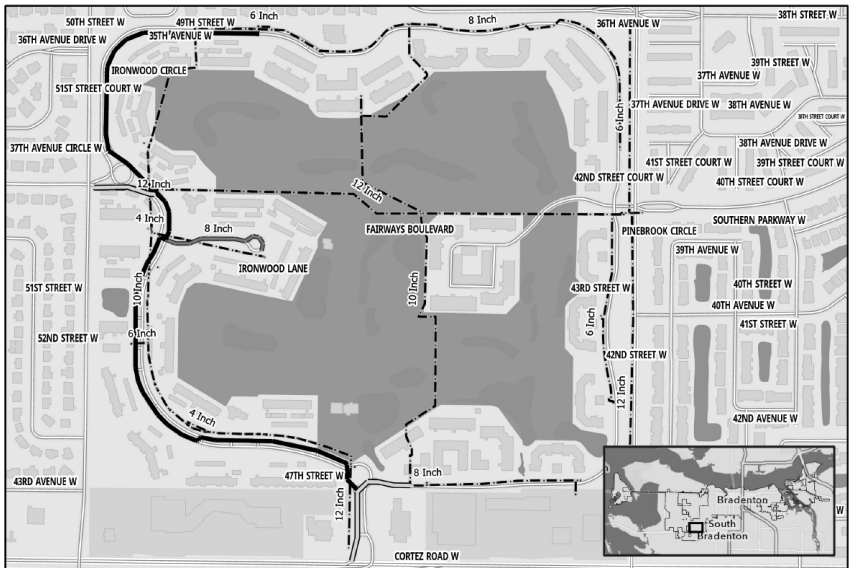
The Beaufort Gazette
The Belleville News-Democrat
Bellingham Herald
Centre Daily Times
Sun Herald
Idaho Statesman
Bradenton Herald
The Charlotte Observer
The State
Ledger-Enquirer
Durham | The Herald-Sun
Fort Worth Star-Telegram
The Fresno Bee
The Island Packet
The Kansas City Star
Lexington Herald-Leader
The Telegraph - Macon
Merced Sun-Star
Miami Herald
El Nuevo Herald
The Modesto Bee
The Sun News - Myrtle Beach
Raleigh News & Observer
Rock Hill | The Herald
The Sacramento Bee
San Luis Obispo Tribune
Tacoma | The News Tribune
Tri-City Herald
The Wichita Eagle
The Olympian

AFFIDAVIT OF PUBLICATION

Account #	Order Number	Identification	Order PO	Cols	Depth
50949		Legal Ad - IPL0350296		3.0	159.0L

ATTENTION: CITY BRADENTON IP
101 OLD MAIN STREET
BRADENTON, FL 34205
accountspayable@cityofbradenton.com;Lori.brunner@Bradentonfl.gov

CITY OF BRADENTON
NOTICE OF HEARING TO IMPOSE AND PROVIDE FOR COLLECTION OF SPECIAL ASSESSMENTS



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.

THE STATE OF FLORIDA
COUNTY OF MANATEE

Before the undersigned authority personally appeared the undersigned, who on oath says that he/she is Legal Advertising Representative of the The Bradenton Herald, a newspaper published in Manatee County, Florida, that the attached was published on the publicly accessible website of The Bradenton Herald or by print in the issues and dates listed below.

THE STATE OF FLORIDA
COUNTY OF MANATEE
Affiant further says that The Bradenton Herald website or newspaper complies with all legal requirements for publication in chapter 50, Florida Statutes.

1.0 insertion(s) published on:
06/24/26 Print

Sherry Chasteen

Sworn to and subscribed before me on Jun 24, 2026, 10:45 AM EDT

NOTARY PUBLIC STATE OF TEXAS
AMANDA RODELA
ELECTRONIC NOTARY PUBLIC
STATE OF TEXAS
COMMISSION # 135511392
MY COMMISSION EXPIRES 4/15/2029

Online Notary Public. This notarial act involved the use of online audio/video communication technology. Notarization facilitated by SIGNiX®

APPENDIX B

AFFIDAVIT OF MAILING

AFFIDAVIT OF MAILING

BEFORE ME, the undersigned authority, personally appeared Rob Perry, who, after being duly sworn, deposes and says:

1. Rob Perry, as City Administrator of the City of Bradenton, Florida (the "City"), pursuant to the authority and direction received from the City Council, timely directed the preparation of the Ironwood Condominiums Assessment Roll and the preparation, mailing, and publication of notices in accordance with Sections 75-43 and 75-44 of the Master Capital Project and Service Assessment Ordinance (the "Ordinance") in conformance with the Initial Assessment Resolution No. 26-54 adopted by the City Council on June 10, 2026 (the "Initial Assessment Resolution").

2. I have caused the notices required by the Ordinance to be prepared in conformance with the Initial Assessment Resolution. An exemplary form of such notice is attached to the Initial Assessment Resolution. I have caused such individual notices for each affected property owner to be prepared and each notice included the following information: the purpose of the assessments; the total amount proposed to be levied against each parcel; the unit of measurement to be applied against each parcel to determine the assessments; the number of such units contained within each parcel; the total revenue the City expects to collect by the assessments; a statement that failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title; a statement that all affected property owners have a right to appear at the hearing and to file written objections with the local governing board within 20 days of the notice; and the date, time, and place of the hearing.

3. On or before July 1, 2026, Mr. Perry caused the mailing of the above-referenced notices in accordance with Section 75-44 of the Ordinance and Section 2.05 of the Initial

Assessment Resolution by First Class Mail to each affected owner, at the addresses then shown on the real property assessment tax roll database maintained by the Manatee County Property Appraiser for the purpose of the collection of ad valorem taxes.

FURTHER AFFIANT SAYETH NOT.

_____
Rob Perry, affiant

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing Affidavit of Mailing was sworn to before me, by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2026 by Rob Perry, City Administrator, City of Bradenton, Florida. He is personally known to me or has produced _____ as identification and did take an oath.

_____
Printed Name:_____
Notary Public, State of Florida
At Large
My Commission Expires:_____

Commission No.:_____

APPENDIX C

FORM OF CERTIFICATE TO
NON-AD VALOREM ASSESSMENT ROLL

CERTIFICATE
TO
NON-AD VALOREM ASSESSMENT ROLL

I HEREBY CERTIFY that, I am the Mayor or authorized agent of the City of Bradenton, Florida (the "City"); as such I have satisfied myself that all property included or includable on the non-ad valorem assessment roll for the Ironwood Condominiums Water Main Replacement Project (the "Non-Ad Valorem Assessment Roll") for the City is properly assessed so far as I have been able to ascertain; and that all required extensions on the above described roll to show the non-ad valorem assessments attributable to the property listed therein have been made pursuant to law.

I FURTHER CERTIFY that, in accordance with the Uniform Assessment Collection Act, this certificate and the herein described Non-Ad Valorem Assessment Roll will be delivered to the Manatee County Tax Collector by September 15, 2027.

IN WITNESS WHEREOF, I have subscribed this certificate and directed the same to be delivered to the Manatee County Tax Collector and made part of the above-described Non-Ad Valorem Assessment Roll this _____ day of _____, 2026.

CITY OF BRADENTON, FLORIDA

By:_____
Mayor

[to be delivered to Tax Collector prior to September 15]

APPENDIX D

FORM OF PREPAYMENT NOTICE

City of Bradenton
[Street Address]
[City, State and zip]

[Property Owner Name]
[Street Address]
[City, State and zip]

*******PREPAYMENT OPTION NOTICE*******

Re: Parcel ID Number [Insert Number]
The Ironwood Condominiums Water Main Replacement Project

The City Council of the City of Bradenton, Florida (the "City"), recently established and approved a special assessment against property within the Ironwood Condominiums Water Assessment Area (the "Assessment Area") to fund the provision of the Water Main Replacement Project, which includes 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.

Commencing in November 2027, the assessments will be collected on the ad valorem tax bill, as authorized by Section 197.3632, Florida Statutes. The assessments will be payable in not to exceed twenty (20) annual installments, the first of which shall be included on the ad valorem tax bill to be mailed in November 2027. Failure to pay the assessments will cause a tax certificate to be issued against the property which may result in a loss of title.

The City expects to finance this project with long-term, permanent financing. This will permit the cost attributable to your property to be amortized over a period of not to exceed twenty (20) years. However, you may choose to prepay your assessment in full at any time prior to August 31, 2026 to avoid interest, financing costs, and other annual costs associated with the assessment program. The amount required to prepay the assessment on or before August 31, 2026 is shown below:

INITIAL PREPAYMENT AMOUNT: [$insert amount]

Please make checks for exact prepayment amount payable to the City of Bradenton, Florida, and mail to:

[insert information for payment].

Please be sure to either write the parcel number (shown at the top of this letter) on your check or return this letter with your payment.

Assessment records and copies of applicable Ordinances and Resolutions passed by the City Council are available for inspection at the office of the City Administrator at City Hall, 101 Old Main Street, Bradenton, Florida.

CITY OF BRADENTON, FLORIDA

AGENDA ITEM NO. 8.a

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: July 22, 2026

SUBMITTED BY: Kelly Thomas, Event Review Committee

ITEM TYPE: Special Event

AGENDA SECTION: NEW BUSINESS BY DEPARTMENT HEADS, CITY ATTORNEY AND COUNCIL

SUBJECT: Manatee River Turkey Trot

SUGGESTED ACTION: Event Review Committee recommends approval with the following stipulations: Florida Department of Transportation road closure approval, City of Palmetto approval, 5 Bradenton Police Department Extra Duty Officers, 1 City of Bradenton Public Works Sanitation Staff, 2 City of Bradenton Public Works Staff and compliance of all COB Special Event Standards.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Big Bill Foundation has requested approval for their Manatee River Turkey Trot 5K to be held on Thanksgiving, November 26, 2026. The 5K run will go from Palmetto (Marriott), over the DeSoto Bridge into Bradenton and return on U.S. 41. This is a first-time event and event sponsors anticipates 1,500-2,000 runners.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve Manatee River Turkey Trot event with the stipulations

recommended by staff.

ATTACHMENTS:
Application and Site Plan

– Updated –

SPECIAL EVENT PERMIT APPLICATION

Revised Site Plan ✓

Application Information

Organization Name: Big Bill Foundation, Inc.

Date of Application: 04/09/2026

Contact Name: ANASTASIA COBB-TRUSELL

Contact Phone 1: [redacted]

Contact Email: [redacted]

Contact Phone 2: _____

Address: 311 Manatee Avenue W

City: Bradenton State: FL Zip: 34205

Event Information

Name of Event: Manatee River Turkey Trot

Event Date: 11/26/2026

Purpose of Event: Fundraiser 5k

Description of Event: Thanksgiving 5K

Event Location: Palmetto → Bradenton via DeSoto Bridge → Palmetto - 6541

If the event is to be held on the Riverwalk, please check the area(s) to be used.

Mosaic Amphitheater	Pavilion Area	Great Lawn
Regatta Plaza	Parking Lot Areas	Tower Plaza
Skate Park	Outdoor Living Room	Botanical Gardens
Volleyball Courts	Other (specify): _____	

	Date	Day	Start Time	End Time	Anticipated Attendance
Setup	11/26/2026	Thursday	6AM	7:55AM	
Event Day 1	11/26/2026	Thursday	8AM	10 AM	1500-2,000
Event Day 2					
Event Day 3					
Break Down	11/26/2026	Thursday	10 AM	10:45AM	

Number of years event has been held: 0 Past Attendance: N/A

(03/2022)

Is there a fee to attend the event? Yes (No) Is the event open to the public? (Yes) No

Will any tents be used for the event? (Yes) No

Tent Size	Number of Tents	Tent Location
10 x 10	1	Cross of 3rd St W + 3rd Ave W

Note: Tents must be weighted and stakes are prohibited. Tents larger than 10'x10' require an additional permit.

Will a stage be used for the event? Yes (No)

Will the event require electricity? Yes (No) Type of electrical power: _____

Will a generator be used? Yes (No) Size of generator: _____

Will gas equipment be used? Yes (No) Type of fuel source: _____

Vendor Information

Will the event offer food? Yes (No)

Where will the food be prepared? N/A

Will cooking equipment be used? Yes (No)

Method/type of cooking equipment

Charcoal grills Food trucks Fryers Propane grills Warmers/Sternos

Will there be alcohol at the event? Yes (No)

Note: Alcohol will require an additional permit.

Event Entertainment

Will the event feature entertainment? Yes (No)

Will amplified sound equipment be used? Yes (No)

Will musical entertainment be used? Yes (No)

Please describe any type of entertainment and sound equipment.

Are fireworks planned? Yes (No) Note: Fireworks will require an additional permit.

Are live animals planned to be at the event? (Yes) No

Describe any additional event activities.

Leashed dogs (no actual Planned Activity)

(03/2022)

Event Housekeeping

CITY SERVICES REQUESTED

Electricity Needed? Yes (No)

Solid Waste Service? (Yes) No

Contact: Electrical Department (941) 465-4923 and/or Sanitation (941) 708-6342

TEMPORARY SANITARY/PORTABLE TOILETS

Will temporary sanitary facilities be provided? Yes (No)

Please indicate how many and location on required site plan.

Event Security

NOTICE OF PUBLIC SAFETY NOTICE FOR SECURITY AND TRAFFIC CONTROL:

Bradenton Police Department security is required when alcoholic beverages are present, when closure of a public street is necessary, when large crowds are in attendance, or in any other situation as deemed necessary by the Bradenton Police Department. The number of personnel required is determined by the Bradenton Police Department and wages are payable by applicant.

Contact Bradenton Police Department Extra-Duty Employment Coordinator, Brenda Lovett, at 941-932-9317 or Brenda.Lovett@BradentonPD.com to discuss security requirements.

Street Closure

Is street closure requested? (Yes) No Note: Please complete the Street Closure Form.

Application Review

During the application review by the Event Review Committee, additional conditions may be imposed. This permit is valid only for the time indicated on this application. In the event that the applicant fails to fulfill the requirement(s) (as set forth in the permit) or fails to obtain proper authorization to proceed, if conditions have changed, or the expected outcomes, impacts, or conditions are substantially altered, then the permit will be voided immediately by authorized city personnel.

A non-refundable application fee of $25 shall be paid at the time of application. Rental fees and damage deposits will be paid following approval of the event request.

Please return application, rental contract, and site plan to Events at City of Bradenton, 101 Old Main Street, Bradenton, FL 34205 or via email to Events@bradentonFL.gov.

Rental Contract

All event organizers must read and sign the Rental Contract before the event permit is issued.

Levels of sound, music, and noise produced at the authorized event shall adhere to the city noise ordinance. If, at any time, a City of Bradenton law enforcement officer determines that this standard has been violated, said officer shall have the authority to require the event organizer, or any agent thereof, to take all necessary and appropriate actions to prevent further violations of this standard. If the event organizer or any agent thereof fails to obey the orders of the law enforcement officer, event organizer will be required to present any future events to City Council for review prior to approval.

The event organizer has been informed that all events at Riverwalk Park, including non-musical events, must be completely closed by 10:00 p.m. If any event wishes to continue past 10:00 p.m. Special City Council approval is required.

I, ANASTASIA COBB-TRUDELL, applicant/event organizer for MANATEE RIVER TURKEY TROT (event), scheduled for (date&hours), 11/26/2026, from 8AM to 10AM, hereby agrees to all conditions and regulations set forth in the event guide, application, and contract as adopted by City Council.

Signature of Applicant/Event Organizer

BIG BILL FOUNDATION, INC.
Organization

ANASTASIA COBB-TRUDELL, EVENT MANAGER
Typed or Printed Name and Title

04/09/2026
Date

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY

I, the undersigned, will indemnify, defend, and hold harmless the City of Bradenton, its agents, employees, officers, and any and all other associated, from and against any and all actions, in law or in equity, from liability or claims for damages, demands, or judgement to any person or property which may result now or in the future from the conduct of this event.

The undersigned agrees to abide by all Event Approval Standards set forth in the guide (see pages 7 to 9).

The undersigned has read and voluntarily signed the Release and Waiver of Liability and Indemnity Agreement, and further agrees that no oral representations, statements, or inducements apart from the foregoing written agreement have been made.

Signature of Applicant/Event Organizer

BIG BILL FOUNDATION, INC.
Organization

ANASTASIA COBB-TRUDELL, EVENT MANAGER
Typed or Printed Name and Title

04/09/2026
Date

(03/2022)

CITY OF BRADENTON
SPECIAL EVENT REQUEST
FOR TEMPORARY CLOSING OF CITY STREET(S)

Name of Requestor: ANASTASIA COBB-TRUDELL

Name of Organization: BIG BILL FOUNDATION, INC.

Street Address: 311 Manatee Ave W

City: Bradenton State: FL Zip: 34205

Telephone: [redacted] Email: [redacted]

Name of Event: Manatee River Turkey Trot

Start Date: 11/26/2026 End Date: 11/26/2026 Start Time: 6AM End Time: 10AM

Proposed roads to close (specific locations, include map):

Please See Attached

Proposed detour route (include alternative road and map):

Please See Attached

Additional notes and comments:

This race is on both sides of the bridge so is in conjunction with the city of Palmetto. Both Mayors are aware of this race and want it to happen. All times are runner dependent. Majority of event (pre + post race events) to happen on Palmetto Marriott Resort + Spa property. No hospital entrances are blocked.

(03/2022)

Race Day Timeline Pg. 1/2

Time	City	Team	What
5:30 AM	Palmetto	Fit2Time & Palmetto Marriott	Main Teams on Site & Setting Up at Marriott
6:00 AM	Palmetto	Palmetto PD & City of Palmetto	Road Closure at 7th Street W & US-41 with Barricades & Police Begins
6:20 AM	Palmetto	Palmetto PD & City of Palmetto	All other Police & Barricades in place
6:15 AM	Bradenton	Bradenton PD & City of Bradenton	Road Closure at Manatee Ave & US-41 with Barricades & Police Begins
6:15 AM	Palmetto	Fit2Time	Fit2Time Course Set Up Begins
6:15 AM	Palmetto	Palmetto Marriott	Marriott Team Set
6:15 AM	Palmetto	Palmetto Marriott	All Vendors in Place
6:20 AM	Bradenton	Bradenton PD & City of Bradenton	Road Closure at Waterfront Drive just North of Manatee Memorial Hospital entrance/parking lot with Barricades & Police Begins
6:20 AM	Bradenton	Bradenton PD & City of Bradenton	Road Closure at Riverfront Blvd & 3rd Street W with Barricades & Police Begins
6:30 AM	Bradenton	Bradenton PD & City of Bradenton	Road Closure on the South & West sides of 3rd Ave W & 3rd Street W with DOT Cones & Police Begins
6:30 AM	Bradenton	Bradenton PD & City of Bradenton	Road Closures along Riverfront Drive in place
6:30 AM	Palmetto	City of Palmetto	DOT Cones in Place
6:30 AM	Bradenton	Fit2Time & City of Bradenton	Final Road Closures & Detour Signs in Place (Multiple locations, please see list)
6:30 AM	Palmetto	Fit2Time & Marriott	All Volunteers Arrive
6:30 AM	Palmetto	*TBD*	Parking Staff/Volunteers in Place
6:45 AM	Palmetto	Fit2Time	Race Day Info Center/Packet Pickup Open (Subject to change)
6:55 AM	Palmetto	Fit2Time	EMS on Site
6:55 AM	Palmetto	*TBD*	DJ Set at Starting Line
7:00 AM	Both	Fit2Time	Fit2Time Course Set Up Complete
7:00 AM	Palmetto	Palmetto Marriott	Palmetto Marriott "Party" Opens (Sponsors)
7:20 AM	Palmetto	Fit2Time	Kids Dash Begins
7:20 AM	Bradenton	Fit2Time	Water Stops Setup
7:30 AM	Both	Fit2Time	Volunteers in Place
7:45 AM	Palmetto	Fit2Time	All runners at Starting Line

Race Day Timeline Pg. 2/2

Time	City	Team	What
7:45 AM	Palmetto	Fit2Time & DJ	Race Announcements
7:48 AM	Palmetto	Prosper Bradenton & DJ	Run Warm Up
7:55 AM	Palmetto	Fit2Time & DJ	Final Race Announcements
8:00 AM	Both	ALL	Race Begins
8:15 AM	Palmetto	Palmetto Marriott	Palmetto Marriott Service Begins
9:45 AM	Bradenton	Fit2Time	Water Stops/Course Clean up starts (AFTER FINAL RUNNER)
9:45 AM	Bradenton	Fit2Time	Course Cleaned Up on Bradenton Side
10:00 AM	Bradenton	City of Bradenton	Preliminary Barricades Removed
10:00 AM	Both	Fit2Time	Race Completed (TBD on Final Runner)
10:20 AM	Both	Both Cities	All Barricades & Cones Removed
10:20 AM	Palmetto	Fit2Time	Fit2Time Equipment Removed from course
10:20 AM	Both	Fit2Time	All Course Cleaned Up
10:30 AM	Both	All Law Enforcement	Police Leave
10:40 AM	Palmetto	Palmetto Marriott	Palmetto Marriott Service Over
10:45 AM	Both	ALL	All Staff Leave

Revised

MANATEE RIVER TURKEY TROT - UPDATED BRADENTON SIDE ROUTE MAP

11/26/26

Map Key

- Cones for Runner Directions
- DOT Sized Cone or Traffic Drum
- Barricade, A-Cade, or Waterwall
- Either of the Above (Depends on Police Preference)
- Officer (And Vehicle when needed)
- Water Stop
- Runner Directional Signage

Police Officer Locations: 5 PER BRD

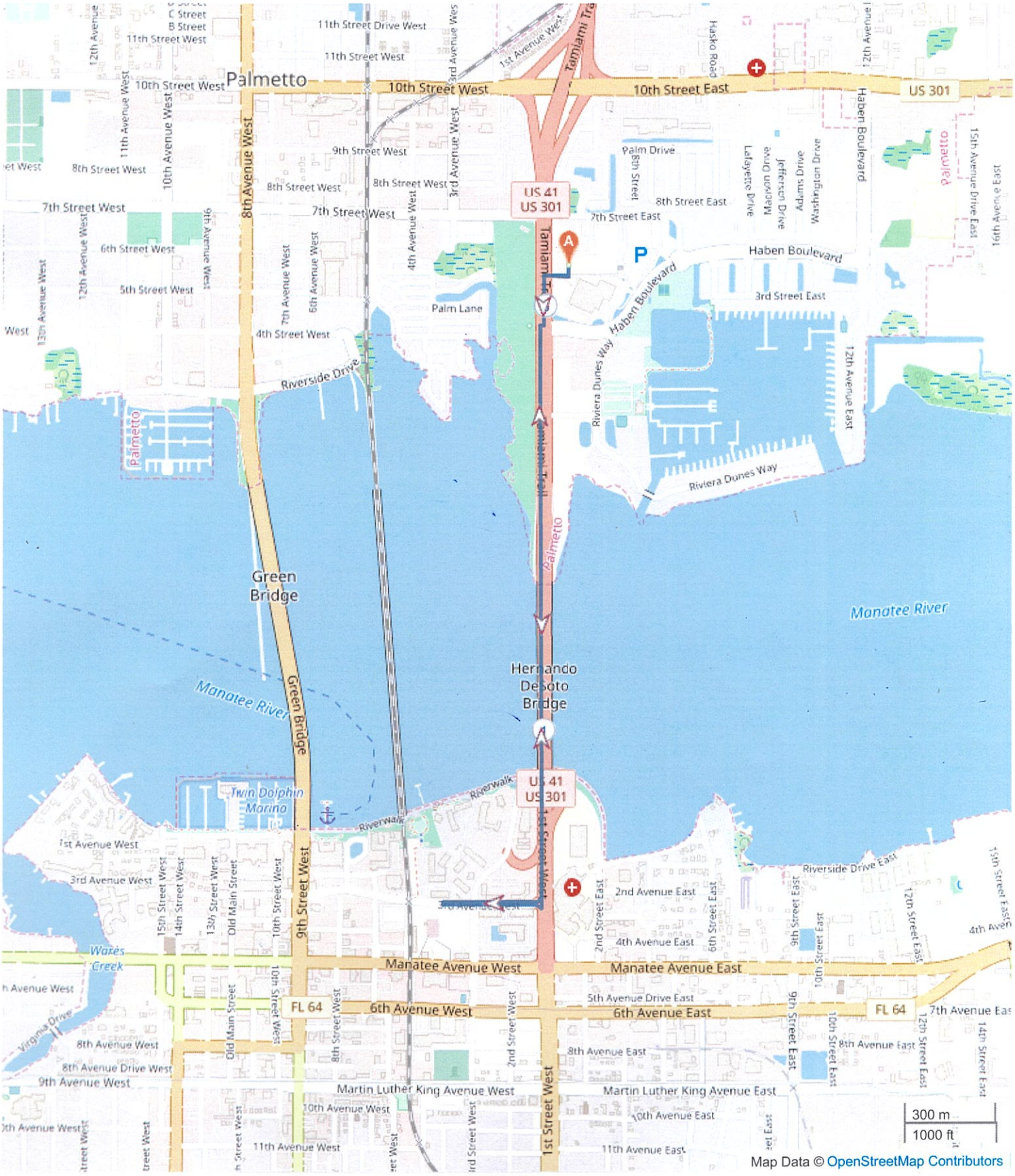
1. At 4th Street W & 3rd Ave W (entrance to Rossie Park lot & Back Entrance to 210 Watermark Apartments
2. At 3rd Street W at Entrance to Aria Bradenton
3. At 3rd Street W at Entrance to 210 Watermark Apartments & Riverwalk Professional Park Entrance
4. At US-41 where it joins with Manatee Ave W

NOTES:

- All Runners would be on the Southbound/West side of the bridge, keeping the other side open for emergency vehicles to get to the hospital.
- The only change on the Palmetto side will be that at the light US-41 and Haben Blvd, the runners will change from the Northbound Side of the Road to the Southbound, allowing Emergency vehicles to enter and go to the Hospital via the Northbound lanes from Haben Blvd or 1st Street East.

Revised.

Manatee River Turkey Trot Redo Map 11/26/26



Revised Site Plan
Manatee River Turkey
Trot
11/26/26



Revised
Manatee River
Turkey Trot
11/26/26



AGENDA ITEM NO. 8.b

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: July 22, 2026

SUBMITTED BY: Heidi Warnemunde, Finance

ITEM TYPE: Resolution

AGENDA SECTION: NEW BUSINESS BY DEPARTMENT HEADS, CITY ATTORNEY AND COUNCIL

SUBJECT: Resolution 26-65 - Authorizing the Issuance of the 2026 Revolving Credit Bond

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
This resolution authorizes the issuance by the City of its 2026 revolving credit bond to finance certain improvements to the City's water, sewer and stormwater utility systems and authorizes the award of the sale of the 2026 revolving credit bond.

FINANCIAL IMPACT:
Payments will be made from the water and sewer fund.

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by City Attorney.

SUGGESTED MOTION:
Motion to approve Resolution 26-65.

ATTACHMENTS:
Resolution 26-65

RESOLUTION NO. 26-65

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA AUTHORIZING THE ISSUANCE BY THE CITY OF NOT EXCEEDING $10,000,000 IN PRINCIPAL AMOUNT OF ITS 2026 REVOLVING CREDIT BOND, TO FINANCE CERTAIN IMPROVEMENTS TO THE CITY'S WATER, SEWER AND STORMWATER UTILITY SYSTEMS; AUTHORIZING THE AWARD OF THE SALE OF THE 2026 REVOLVING CREDIT BOND UPON COMPLIANCE WITH CERTAIN PARAMETERS; AUTHORIZING THE EXECUTION AND DELIVERY OF THE REVOLVING CREDIT AGREEMENT BETWEEN THE CITY AND THE PURCHASER OF THE 2026 REVOLVING CREDIT BOND; PROVIDING FOR REPEAL OF INCONSISTENT PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

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

SECTION 1. AUTHORITY FOR THIS RESOLUTION. This resolution is enacted pursuant to the provisions of Chapter 166, Part II, Florida Statutes, the City Charter of the City of Bradenton, Florida, and other applicable provisions of law.

SECTION 2. FINDINGS. It is hereby ascertained, determined and declared that:

A. The City of Bradenton, Florida (the "City") desires to obtain financing (the "Loan") to provide for the acquisition and construction of certain capital projects in and for the City (collectively, the "2026 Project"), related to water, sewer and stormwater capital improvements.

B. In response to a Request for Proposals, dated May 8, 2026, distributed on behalf of the City by its municipal advisor, PFM Financial Advisors LLC, the City has received a favorable offer from Seacoast National Bank (the "Bank") to provide the City with a Loan in an amount not to exceed $10,000,000 to finance the 2026 Project.

C. It is necessary and desirable to provide for the execution and delivery of a Revolving Credit Agreement, between the City and the Bank (the "Credit Agreement") and the issuance of a Water, Sewer and Stormwater Utility Revolving Credit Bond, Series 2026 (the "2026 Revolving Credit Bond") of the City to implement the Loan. Amounts due under the Credit Agreement and the 2026 Revolving Credit Bond shall be payable from the Pledged Funds (as defined in the Credit Agreement), such monies sufficient to pay the

principal and interest on such obligations and the Parity Obligations (as defined in the Credit Agreement).

D. In accordance with the provisions of Part III, Chapter 218, Florida Statutes, a negotiated sale of the 2026 Revolving Credit Bond is in the best interest of the City because of the flexibility available in structuring the 2026 Revolving Credit Bond and its terms.

SECTION 3. AUTHORIZING AND AWARD OF 2026 REVOLVING CREDIT BOND. The issuance by the City of not to exceed $10,000,000 principal amount of its 2026 Revolving Credit Bond for the purposes described above; to be dated, to bear interest at a rate or rates not exceeding the maximum legal rate per annum, to be payable, to mature, to be subject to prepayment and to have such other characteristics as are provided in the Credit Agreement attached; and secured by a lien upon and a pledge of the Pledged Funds to pay the principal and interest on such 2026 Revolving Credit Bond, is hereby authorized. The sale of the 2026 Revolving Credit Bond is hereby authorized to the Bank, pursuant to such final terms providing the best overall benefit to the City as approved by the Mayor of the City or his designee (the "Mayor"), providing the following parameters are complied with: (A) the aggregate principal amount of the 2026 Revolving Credit Bond shall be not in excess of $10,000,000; (B) the initial interest rate on the 2026 Revolving Credit Bond shall not exceed 4.50% per annum; and (C) the 2026 Revolving Credit Bond shall be prepayable at the option of the City at any time without prepayment penalty.

SECTION 4. APPROVAL OF CREDIT AGREEMENT AND 2026 REVOLVING CREDIT BOND. The Credit Agreement and the 2026 Revolving Credit Bond in the form attached thereto as Exhibit A are hereby approved in substantially such forms, with such modifications as may be approved by the Mayor, such approval to be conclusively determined by the execution and delivery thereof by the Mayor and the City Clerk, who are hereby authorized to execute and deliver such instruments and to take such other actions as shall be necessary to implement the Loan.

SECTION 5. GENERAL AUTHORIZATION. The Mayor, members of the City Council and the officers, attorneys and other agents or employees of the City are each designated as agents of the City in connection with the execution and delivery of the Credit Agreement and the issuance, execution and delivery of the 2026 Revolving Credit Bond, and are authorized and empowered, collectively or individually, to take all action and steps and to execute all instruments, documents, agreements and contracts on behalf of the City that are necessary or desirable in connection with the execution and delivery of the Credit Agreement and the 2026 Revolving Credit Bond as contemplated therein.

SECTION 6. REPEAL OF INCONSISTENT PROVISIONS. All resolutions or parts thereof in conflict with this Resolution are hereby repealed to the extent of such conflict.

SECTION 7. 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 decision shall in no manner affect the remaining portions or sections of this Resolution, which shall remain in full force and effect.

SECTION 8. 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 22nd day of July 2026.

By: _____
Gene Brown, Mayor

(SEAL)

ATTEST:

_____
Tamara Melton, City Clerk

APPROVED AS TO FORM AND CORRECTNESS BY:

_____
Scott Rudacille, City Attorney

EXHIBIT A

FORM OF CREDIT AGREEMENT

REVOLVING CREDIT AGREEMENT

between

CITY OF BRADENTON, FLORIDA

and

SEACOAST NATIONAL BANK

Dated [CLOSING DATE], 2026

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EXHIBIT A – DESCRIPTION OF 2026 PROJECT
EXHIBIT B – FORM OF 2026 REVOLVING CREDIT BOND
EXHIBIT C – FORM OF REQUISITION

REVOLVING CREDIT AGREEMENT

This REVOLVING CREDIT AGREEMENT (the "Credit Agreement" or the "Agreement") made and entered as of **[**CLOSING DATE**]**, 2026, by and between the CITY OF BRADENTON, FLORIDA (the "City") and SEACOAST NATIONAL BANK (the "Bank").

W I T N E S S E T H

WHEREAS, pursuant to a Request for Proposals, dated May 8, 2026, the City has requested and the Bank has provided a proposal for a revolving line of credit under which funds may be borrowed and reborrowed by the City to provide interim financing for costs of certain capital improvement projects in the form of the 2026 Project (as defined herein).

WHEREAS, the City and the Bank intend to provide such a revolving line of credit as evidenced by this Credit Agreement.

WHEREAS, the obligations of the City to repay amounts borrowed and reborrowed and other amounts payable hereunder shall be evidenced by the execution and delivery by the City of its Water, Sewer and Stormwater Utility Revolving Credit Bond, Series 2026 (the "2026 Revolving Credit Bond") in the principal amount of not exceeding $10,000,000 and in the form attached hereto in Exhibit B.

WHEREAS, the 2026 Revolving Credit Bond is a limited and special obligation of the City, the principal of and interest on which are payable solely from Pledged Funds, as provided in herein.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

SECTION 1. DEFINITIONS. The following capitalized terms shall have the following meanings herein, unless the text otherwise expressly requires:

"2026 Project" means the capital improvements described in Exhibit A attached hereto.

"2026 Revolving Credit Bond" means the Water, Sewer and Stormwater Utility Revolving Credit Bond, Series 2026, dated as of **[**CLOSING DATE**]**, 2026, as amended and supplemented from time to time, in the form provided in Exhibit B attached hereto.

"Advance" means disbursement to the City of all or a portion of the Authorized Amount pursuant to a Requisition.

"Authorized Amount" means an aggregate principal amount outstanding hereunder from time to time not to exceed Ten Million Dollars and No Cents ($10,000,000) at any one time.

"Authorized Investments" means any obligations, deposit certificates, or other evidences of indebtedness legal for investment pursuant to law, to the extent not inconsistent with the terms of the investment policy of the City and applicable law.

"Bank" shall mean Seacoast National Bank, and its successors or assigns.

"Business Day" shall mean any day of the year on which banks in the City of Bradenton, Florida are not required or authorized by law to remain closed and on which the Bank and the City and the New York Stock Exchange are open for business.

"City Administrator" shall mean the City Administrator of the City, or such other person as may be duly authorized to act on his or her behalf.

"City Council" shall mean the City Council of the City.

"Clerk" means the City Clerk of the City, or such other person as may be duly authorized to act on his or her behalf.

"Code" means the Internal Revenue Code of 1986, as amended and the Treasury Regulations promulgated thereunder.

"Credit Agreement" means this Revolving Credit Agreement, dated **[**CLOSING DATE**]**, 2026, as amended and supplemented from time to time pursuant to the provisions hereof.

"Default" or **"Event of Default"** shall have the meaning set forth in Section 16 hereof.

"Determination of Taxability" means the occurrence after the date hereof of a final decree or judgment of any federal court or a final action of the Internal Revenue Service determining that interest paid or payable on all or a portion of the 2026 Revolving Credit Bond is or was includable in the gross income of the Bank for federal income tax purposes as a consequence of any action or inaction by the City; provided, that no such decree, judgment, or action will be considered final for this purpose, however, unless the City has been given written notice and, if it is so desired and is legally allowed, has been afforded the opportunity at the City's own expense to contest the same, either directly or in the name of the Bank, and until the conclusion of any appellate review, if sought. For all purposes of this definition, the effective date of any Determination of Taxability will be the first date as of which interest is deemed includable in the gross income of the registered owner of the 2026 Revolving Credit Bond.

"Fiscal Year" means the period from October 1 to the succeeding September 30, or such other period as may be prescribed by law.

"Gross Revenues" means all income and earnings received by the City from the ownership and operation of the System, including investment income, all as calculated in accordance with generally accepted accounting principles. Gross Revenues shall not include proceeds from the sale or other disposition on any part of the System, condemnation awards or proceeds of insurance, except use and occupancy or business interruption insurance, received with respect to the System.

"Loan" means the loan made to the City by the Bank by the making of the Advances pursuant to Section 3 below.

"Maturity Date" means the final date on which all outstanding principal and unpaid accrued interest on the 2026 Revolving Credit Bond, or any portion thereof, shall be payable.

"Net Revenues" shall mean Gross Revenues less Operating Expenses.

"Operating Expenses" means costs of operating and maintaining the System determined pursuant to generally accepted accounting principles, exclusive of interest on any debt payable from Gross Revenues, depreciation, and any other items not requiring the expenditure of cash.

"Parity Obligations" shall mean the (i) City's State Revolving Fund Loans SW68117P, SW410320, SW410330, SW410340, WW4103A0, WW68118P, WW410370, WW410361, WW410301, WW410300, WW410360 and (ii) any additional State Revolving Fund Loans incurred from time to time in accordance with the provisions hereof.

"Person" or words importing persons, means firms, associations, partnerships (including without limitation, general and limited partnerships), joint ventures, societies, estates, trusts, corporations, public or governmental bodies, other legal entities and natural persons.

"Pledged Funds" shall mean, (1) the Net Revenues and (2) until applied in accordance with the provisions of this Resolution, all moneys, including investments thereof, in the Sinking Fund and Project Fund established hereunder.

"Project Costs" means all or a portion of the cost of acquisition and construction of the 2026 Project; engineering, legal, accounting, and financial expenses; costs of issuance; expenses for estimates of costs and of revenues; expenses for plans, specifications and surveys; fees of fiscal agents, financial advisors or consultants; administrative expenses relating solely to the 2026 Project; reimbursement to the City for any sums heretofore expended for the foregoing purposes; and such other costs and expenses as may

be necessary or incidental to the financing or refinancing of the 2026 Project, including the payment of interest on the Loan.

"Register" means the books maintained by the Registrar in which are recorded the names, and addresses of the holder of the 2026 Revolving Credit Bond.

"Registrar" means, with respect to the Loan, the City, acting through the City Administrator.

"Requisition" means an order to the Bank to fund an Advance, in substantially the form of Exhibit C attached hereto.

"Resolution" means Resolution No. 26-___ of the City adopted on _____, 2026 as amended and supplemented from time to time.

"Sewer System" means all facilities owned by the City for collection, transmission, treatment and reuse of wastewater and its residuals.

"SOFR" means, with respect to each Interest Period, the Term SOFR Reference Rate for a tenor of one month on the day (such day, the **"Term SOFR Determination Day"**) that is two (2) U.S. Government Securities Business Days prior to such day, as such rate is published by the Term SOFR Administrator; provided, however, that if as of 5:00 p.m. (New York City time) on any Term SOFR Determination Day the Term SOFR Reference Rate for the applicable tenor has not been published by the Term SOFR Administrator, then the SOFR will be the Term SOFR Reference Rate for such tenor as published by the Term SOFR Administrator on the first preceding business day for which such Term SOFR Reference Rate for such tenor was published by the Term SOFR Administrator so long as such first preceding business day is not more than three (3) business days prior to such Term SOFR Determination Day. Notwithstanding the foregoing, if at any time SOFR is less than zero, then during such time SOFR shall be deemed to be zero. "Term SOFR Administrator" means CME Group Benchmark Administration Limited (CBA) (or a successor administrator of the Term SOFR Reference Rate selected by the Bank in its sole discretion. "Term SOFR Reference Rate" shall mean the forward-looking term rate based on a rate equal to the secured overnight financing rate as administered by the SOFR Administrator. "U.S. Government Securities Business Day" means any day except for (a) a Saturday, (b) a Sunday or (c) a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in United States government securities. "Interest Period" means the period commencing on the date the initial funds are disbursed under this 2026 Revolving Credit Bond and ending on the date one (1) month thereafter and thereafter commencing on the last day of the preceding Interest Period and ending on the date one month thereafter, provided each Interest Period must commence on a business day.

"State" means the State of Florida.

"Stated Rate" means 79% of SOFR, plus 110.3 basis points, subject to adjustment as set forth in Section 4(c) hereof.

"Stormwater Utility System" means all devices and facilities owned by the City for collection, transmission, detention, retention, treatment and management of stormwater.

"System" means, collectively, the City's (1) Sewer System, (2) Stormwater Utility System and (3) Water System.

"Taxable Rate" means a rate as shall be determined by the holder of the 2026 Revolving Credit Bond absent manifest error, as shall be necessary to provide to the holder of the 2026 Revolving Credit Bond an after-tax yield on the then outstanding principal amount of the 2026 Revolving Credit Bond equal to the after-tax yield to the holder of the 2026 Revolving Credit Bond, if such Determination of Taxability had not occurred, from the date such interest must be included in such gross income; provided, however, such Taxable Rate shall never exceed the maximum rate allowed by law

"Water System" means all facilities owned by the City for supplying or distributing water for residential, commercial, industrial or governmental use.

SECTION 2. INTERPRETATION. The recitals set forth above are incorporated herein as if set forth in their entirety. Unless the context clearly requires otherwise, words of masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and words of the singular number shall be construed to include correlative words of the plural number and vice versa. This Credit Agreement and all the terms and provisions hereof shall be construed to effectuate the purpose set forth herein and to sustain the validity hereof.

SECTION 3. THE LINE OF CREDIT. The City may borrow or reborrow amounts under the 2026 Revolving Credit Bond from time to time, so long as the total of all unpaid Advances which remain outstanding at any one time does not exceed the Authorized Amount. Amounts borrowed or reborrowed are to be used by the City to fund, reimburse, and refinance Project Costs. The Bank's obligation to advance or re-advance under the 2026 Revolving Credit Bond shall be suspended for such time as the City is in Default (without regard to any applicable grace periods) under the 2026 Revolving Credit Bond or hereunder and in any event shall expire on **[**CLOSING DATE**]**, 2028, unless renewed or extended by the Bank and the City in writing and in their respective sole discretion upon such terms then-satisfactory to the Bank and the City.

On the terms and subject to the conditions of this Credit Agreement, including without limitation the conditions precedent set forth in Section 12 hereof, the Bank shall make Advances to the City.

The City shall notify the Bank of the need for an Advance not later than 10:00 a.m. on the Business Day prior to the Advance by delivering to the Bank a Requisition executed on behalf of the City by the City Administrator or his/her designee in the form attached hereto as Exhibit C. Such Requisition shall specify the amount and date of the Advance. The Advance shall be made available to the City by transferring the amount thereof on the date and to the account of the City designated in the Requisition in immediately available funds by 2:00 p.m. on such designated Business Day. The date and amount of each Advance, and all payments made on account thereof, shall be recorded by the Bank on its books, which books shall be conclusive as to amounts payable by the City hereunder, absent manifest error.

SECTION 4. DESCRIPTION OF OBLIGATIONS.

(a) General. The Loan shall be evidenced by the 2026 Revolving Credit Bond. The 2026 Revolving Credit Bond shall be dated as of the initial delivery thereof; shall mature on **[**CLOSING DATE**]**, 2028; and shall be in registered form. The 2026 Revolving Credit Bond shall be in the form set forth as Exhibit B hereto, and shall be payable as to principal and interest, bear interest at the rate or rates, subject to adjustment, and shall be prepayable and have the other terms, all as set forth on Exhibit B hereto. Interest on the 2026 Revolving Credit Bond shall be computed for the actual number of days which have elapsed, on the basis of a 360-day year, multiplied by the outstanding principal balance, multiplied by the actual number of days the principal balance is outstanding.

(b) Prepayment. The 2026 Revolving Credit Bond is subject to optional prepayment by the City, in whole or in part, on any date upon five Business Days' prior written notice to the Bank, at a prepayment price equal to the principal amount of the 2026 Revolving Credit Bond to be prepaid, plus accrued interest to the prepayment date.

(c) Adjustment of Interest Rate Upon Determination of Taxability. If a Determination of Taxability shall occur, then the Stated Rate on the 2026 Revolving Credit Bond shall be adjusted to cause the rate of interest on the 2026 Revolving Credit Bond to equal the Taxable Rate, and this adjustment shall survive payment on the 2026 Revolving Credit Bond until such time as the federal statute of limitations under which interest on the 2026 Revolving Credit Bond could be declared taxable under the Code shall have expired. In addition, upon a Determination of Taxability, the City shall, immediately upon demand, pay to the holder of the 2026 Revolving Credit Bond (or prior holder, if applicable) (i) an additional amount equal to the difference between (A) the amount of interest actually paid on the 2026 Revolving Credit Bond during the Taxable Period and (B) the amount of interest that would have been paid during the Taxable Period had the 2026 Revolving Credit Bond borne interest at the Taxable Rate, and (ii) an amount equal to any interest, penalties and additions to tax (as referred to in Subchapter A of Chapter 68 of the Code) owed by the holder as a result of the Determination of Taxability. As used herein, "Taxable Period" shall mean the period of time between (a) the date that interest on the 2026 Revolving Credit Bond is deemed to be included in the gross income of the owner thereof

for federal income tax purposes as a result of a Determination of Taxability, and (b) the date of the Determination of Taxability and after which the 2026 Revolving Credit Bond bears interest at the Taxable Rate.

The above adjustments shall be cumulative, but in no event shall the interest on the 2026 Revolving Credit Bond exceed the maximum rate permitted by law. The above adjustments to the Stated Rate on the 2026 Revolving Credit Bond shall be effective for all periods during which tax treatment of the interest on the 2026 Revolving Credit Bond by the Bank is affected. Proper partial adjustment shall be made if the tax treatment is effective after the first day of the Bank's tax year or if the interest on the 2026 Revolving Credit Bond does not accrue for the entire tax year of the Bank. Adjustments which create a circular calculation because the interest on the 2026 Revolving Credit Bond is affected by the calculation shall be carried out sequentially, increasing the interest on the 2026 Revolving Credit Bond accordingly in each successive calculation using as the new value the increase in the interest rate on the 2026 Revolving Credit Bond until the change in the Stated Rate to the holder caused by the next successive calculation of the adjustment is de minimis.

The Bank shall promptly notify the City in writing of any adjustment to the Stated Rate as required above. The Bank shall certify to the City in writing the additional amount, if any, due to the Bank as a result of an adjustment in the Stated Rate pursuant hereto.

SECTION 5. EXECUTION OF OBLIGATIONS. The 2026 Revolving Credit Bond shall be executed in the name of the City by the Mayor, and its corporate seal or a facsimile thereof shall be affixed thereto or reproduced thereon. The 2026 Revolving Credit Bond may be signed and sealed on behalf of the City by any person who at the actual time of the execution of such 2026 Revolving Credit Bond shall hold such office in the City, although at the date of such 2026 Revolving Credit Bond such person may not have been so authorized. The 2026 Revolving Credit Bond may be executed by the facsimile signature of the Mayor.

SECTION 6. REGISTRATION AND TRANSFER OF OBLIGATIONS. The 2026 Revolving Credit Bond shall be and shall have all the qualities and incidents of a negotiable instrument under the laws of the State, and the registered owner, in accepting the 2026 Revolving Credit Bond, shall be conclusively deemed to have agreed that such 2026 Revolving Credit Bond shall be and have all of the qualities and incidents of a negotiable instrument thereunder.

There shall be a Registrar who shall be responsible for maintaining the Register. The person in whose name ownership of any 2026 Revolving Credit Bond is shown on the Register shall be deemed the owner thereof by the City and the Registrar absent manifest error, and any notice to the contrary shall not be binding upon the City or the Registrar. The City and the Registrar may treat the registered owner as the absolute owner of the 2026

Revolving Credit Bond for all purposes, whether or not such 2026 Revolving Credit Bond shall be overdue, and shall not be bound by any notice to the contrary.

Ownership of the 2026 Revolving Credit Bond may be transferred only upon the Register and only to Permitted Banks (as defined below). Upon surrender to the Registrar for transfer or exchange of the 2026 Revolving Credit Bond accompanied by an assignment or written authorization for exchange, whichever is applicable, duly executed by the registered owner or its attorney duly authorized in writing, the Registrar shall deliver in the name of the registered owner or the transferee, as the case may be, a new fully registered 2026 Revolving Credit Bond having the same terms as the 2026 Revolving Credit Bond surrendered.

The new 2026 Revolving Credit Bond delivered upon any transfer or exchange shall be a valid obligation of the City, evidencing the same debt as the 2026 Revolving Credit Bond surrendered, shall be secured under this Credit Agreement, and shall be entitled to all of the security and benefits hereof to the same extent as the 2026 Revolving Credit Bond surrendered.

The Bank is purchasing the 2026 Revolving Credit Bond for investment purposes only and not with intent to distribute or resell the 2026 Revolving Credit Bond. Notwithstanding the foregoing, the 2026 Revolving Credit Bond may not be transferred, except in whole. Further, the transfer of the 2026 Revolving Credit Bond shall be restricted to Permitted Banks. A "Permitted Bank" shall mean any bank, trust company, savings institution, finance or leasing company, "qualified institutional buyer" (within the meaning of Securities and Exchange Commission Rule 144A), insurance company or subsidiary or affiliate of the Bank that is engaged as a regular part of its business in making loans and is authorized to do business in the State. Notwithstanding the foregoing, the Bank may sell participations in the 2026 Revolving Credit Bond to any number of participants.

SECTION 7. OBLIGATIONS MUTILATED, DESTROYED, STOLEN OR LOST. In case the 2026 Revolving Credit Bond shall be mutilated, or be destroyed, stolen or lost, upon the registered owner furnishing the Registrar proof of its ownership thereof and satisfactory indemnity and complying with such other reasonable regulations and conditions as the City may prescribe and paying such expenses as the City may incur, the Registrar shall issue and deliver a new 2026 Revolving Credit Bond of like tenor as the 2026 Revolving Credit Bond so mutilated, destroyed, stolen or lost, in lieu of or substitution for the 2026 Revolving Credit Bond, if any, destroyed, stolen or lost, or in exchange and substitution for such mutilated 2026 Revolving Credit Bond, upon surrender of such mutilated 2026 Revolving Credit Bond, if any, to the Registrar and the cancellation thereof; provided however, if the 2026 Revolving Credit Bond shall have matured or be about to mature, instead of issuing a substitute 2026 Revolving Credit Bond, the City may pay the same, upon being indemnified as aforesaid, and if such 2026 Revolving Credit Bond be lost, stolen or destroyed, without surrender thereof. Any 2026 Revolving Credit Bond surrendered under the terms of this Section 7 shall be cancelled by the Registrar.

Any such duplicate 2026 Revolving Credit Bond issued pursuant to this section shall constitute an original, substitute contractual obligation on the part of the City whether or not, as to such duplicate 2026 Revolving Credit Bond, the lost, stolen or destroyed 2026 Revolving Credit Bond be at any time found by anyone, and such duplicate 2026 Revolving Credit Bond shall be entitled to equal and proportionate benefits and rights as to lien on and source and security for payment from the Pledged Funds, as hereinafter pledged, to the same extent as the other 2026 Revolving Credit Bond issued hereunder.

SECTION 8. FORM. The 2026 Revolving Credit Bond shall be in substantially the form of Exhibit B hereto, with such modifications, deletions and insertions as may be necessary, desirable and authorized or permitted by this Credit Agreement.

SECTION 9. SECURITY; NOT CONSTITUTIONAL DEBT. The obligation of the City to repay the 2026 Revolving Credit Bond is a limited and special obligation payable solely from the Pledged Funds in the manner and to the extent set forth herein and shall not be deemed a pledge of the faith and credit or taxing power of the City, and such obligation shall not create a lien on any property whatsoever of or in the City other than the Pledged Funds. The City hereby provides to the holder of the 2026 Revolving Credit Bond a pledge of and lien on the Pledged Funds, on a parity basis with the Parity Obligations with respect to the Net Revenues portion of the Pledged Funds.

The 2026 Revolving Credit Bond shall not constitute a general obligation or indebtedness of the City as a "bond" within the meaning of any provision of the Constitution of the State, but shall be the special, limited obligation of the City, the principal of and interest on which are payable solely from the Pledged Funds in the manner provided herein, and the principal of and interest on the 2026 Revolving Credit Bond and all other payments provided for herein will be paid solely from the Pledged Funds, and it will never be necessary or authorized to levy taxes on any real property of or in the City to pay the principal of or interest on the 2026 Revolving Credit Bond or other payments provided for herein.

SECTION 10. COVENANTS. The City covenants with the Bank as follows:

(a) Security. Until the 2026 Revolving Credit Bond is paid or deemed paid pursuant to the provisions of this Agreement, the payment of the principal of and interest on the 2026 Revolving Credit Bond shall be secured forthwith equally and ratably by a pledge of and lien upon the Pledged Funds. The City does hereby irrevocably pledge the Pledged Funds to the payment of the principal of and interest on the 2026 Revolving Credit Bond in accordance with the provisions hereof.

The 2026 Revolving Credit Bond is payable from the Pledged Funds and with respect to the Net Revenues portion of the Pledged Funds on a parity, equally and ratably, with the Parity Obligations. The rate covenant contained in Section 5.01 of the loan agreements related to the Parity Obligations shall apply to the 2026 Revolving Credit Bond,

provided that debt service on the 2026 Revolving Credit Bond shall be assumed to be interest on the full authorized principal amount of the 2026 Revolving Credit Bond at a rate of **[**4.50%**]**, with principal amortization over a 120-month term-out period.

(b) Financial Statements. Not later than 270 days following the end of each Fiscal Year, the City shall provide the Bank with the annual audited financial statements of the City for the most-recently concluded Fiscal Year, audited by the City's certified public accountants, together with the report of such accountants. Failure to provide such audited financial statements within three business days of the receipt of a written request of the Bank requesting the same shall not constitute an Event of Default under this Agreement or the 2026 Revolving Credit Bond, but the Bank may seek to enforce such covenant through legal action seeking mandamus or specific performance by the City.

(c) Other Information. The City shall provide such other public information as the Bank may reasonably request.

(d) Notice of Event of Default. The City covenants to notify the Bank of the occurrence of an Event of Default hereunder within ten (10) days of its knowledge of such Event of Default.

(e) Sinking Fund. The City hereby creates and establishes a special separate fund to be called the "City of Bradenton, Florida Water, Sewer and Stormwater Utility Revolving Credit Bond Sinking Fund" (hereinafter called the "Sinking Fund").

On or before the Business Day prior to each date fixed for the payment of principal or interest on the 2026 Revolving Credit Bond, the City shall deposit Net Revenues into the Sinking Fund in an amount sufficient to pay the interest and principal becoming due on the 2026 Revolving Credit Bond on the next payment date therefor.

The amounts remaining on deposit in the Sinking Fund on the day following the respective interest or principal payment may be withdrawn by the City and applied for other City purposes. In no event shall any moneys remain on deposit in the Sinking Fund for a period greater than 13 months.

Amounts on deposit in the Sinking Fund may be invested and reinvested by the City in Authorized Investments maturing or redeemable at the option of the City not later than the date such amounts are needed for the payments required hereunder.

Except to the extent otherwise required by any provision hereof or of any tax compliance certificate delivered in connection with the delivery of the 2026 Revolving Credit Bond, all income from the investment of moneys in the funds and accounts established by this Agreement shall, upon receipt thereof, be deposited to the credit of the Sinking Fund and used for the purposes thereof.

The designation of a special fund by this Agreement shall not be construed to require the establishment of any completely independent, self-balancing funds, as such term is commonly used and defined in governmental accounting, but is intended solely to constitute an earmarking of certain moneys and investments for certain purposes and to establish certain priorities for application of such moneys and investments as herein provided. The moneys and investments required to be accounted for in the foregoing funds established herein may be deposited in a single fund or account, provided that adequate accounting records are maintained to reflect the allocation of the moneys and investments on deposit therein into the funds established hereunder and to control the restricted uses of such moneys and investments for the various purposes as herein provided.

The City shall not be required to make any further payments into the Sinking Fund when the aggregate amount of money and Authorized Investments in said Fund is at least equal to the total principal of and interest on the 2026 Revolving Credit Bond then outstanding.

(f) Project Fund. The City covenants and agrees to establish a separate fund, to be known as the "City of Bradenton, Florida Water, Sewer and Stormwater Utility Revolving Credit Bond Project Fund," which shall be used only for payment Project Costs. Moneys in the Project Fund, until applied in payment of any Project Costs in the manner hereinafter provided, shall be held in trust by the City and shall be subject to a lien and charge in favor of the Bank and for the further security of the Bank.

The City covenants that the acquisition and completion of the 2026 Project will be completed without delay and in accordance with sound engineering practices. The City shall make disbursements or payments from the Project Fund to pay the Project Costs upon the filing with the Clerk and the Bank of documents and/or certificates signed by the City Administrator or his or her designee, stating with respect to each disbursement or payment to be made: (1) the item number of the payment, (2) the name and address of the Person to whom payment is due, (3) the amount to be paid, (4) the purpose, by general classification, for which payment is to be made, and (5) that (A) each obligation, item of cost or expense mentioned therein has been properly incurred, is in payment of a part of the Project Costs and is a proper charge against the Project Fund and has not been the basis of any previous disbursement or payment, or (B) each obligation, item of cost or expense mentioned therein has been paid by the City, has not been theretofore reimbursed to the City or otherwise been the basis of any previous disbursement or payment and the City is entitled to reimbursement thereof. The Clerk shall retain all such documents and/or certificates submitted pursuant hereto for three (3) years after the final maturity date of the 2026 Revolving Credit Bond. The Clerk shall make available the documents and/or certificates at all reasonable times for inspection by the Bank or the agent or representative of the Bank.

Notwithstanding any of the other provisions of this Section 10(f), to the extent that other moneys are not available therefor, amounts in the Project Fund shall be applied to the payment of principal and interest on the 2026 Revolving Credit Bond when due.

The date of completion of the 2026 Project shall be determined by the City Administrator, who shall certify such fact in writing to the Clerk. Promptly after the date of the completion of the 2026 Project, and after paying or making provisions for the payment of all unpaid Project Costs, the City shall deposit any balance of moneys remaining in the Project Fund in such other fund or account as shall be determined by the City, provided the City has received an opinion of bond counsel to the effect that such transfer shall not adversely affect the exclusion of interest on the 2026 Revolving Credit Bond from gross income for purposes of federal income taxation.

(g) Rebate Fund. The City hereby creates and establishes a special separate fund to be called the "City of Bradenton, Florida 2026 Revolving Credit Bond Rebate Fund" (herein called the "Rebate Fund"). The City hereby agrees to cause the arbitrage rebate amount to be calculated as set forth in the City's Certificate as to Arbitrage and Certain Other Tax Matters delivered at the time of closing of the 2026 Revolving Credit Bond, and to cause the required amount to be deposited into the Rebate Fund herein established. Amounts on deposit in the Rebate Fund shall be in held in trust by the City and used solely to make the required rebates to the United States of America, and neither the Bank nor the City shall have any right or claim to such moneys.

(h) Issuance of Other Obligations. Except for the 2026 Revolving Credit Bond and the Parity Obligations, the City will not issue any other obligations payable from the Pledged Funds on parity or with a superior lien to the 2026 Revolving Credit Bond nor voluntarily create or cause to be created any debt, lien, pledge, assignment, encumbrance or other charge against the Pledged Funds, or any part thereof on parity or with a superior lien to the 2026 Revolving Credit Bond, except upon the prior written consent of the Bank. Such written consent shall not be required with respect to any obligations payable from the Pledged Funds which are issued to prepay, in whole, the 2026 Revolving Credit Bond.

SECTION 11. APPLICATION OF PROCEEDS. The Bank shall have no responsibility for the use of the proceeds of the 2026 Revolving Credit Bond, and the use of 2026 Revolving Credit Bond proceeds by the City shall in no way affect the rights of the Bank. All proceeds of the 2026 Revolving Credit Bond shall be deposited into the Project Fund as received by the City, and utilized pursuant to the provision of Section 10(f) hereof.

SECTION 12. CONDITIONS PRECEDENT TO CREDIT AGREEMENT AND TO ADVANCES. (a) The obligation of the Bank to make Advances is subject to the satisfaction of each of the following conditions precedent on or before the date of the first Advance:

(i) Action. The Bank shall have received a copy of the Resolution adopted by the City approving the execution and delivery by the City of this Credit Agreement and the 2026 Revolving Credit Bond, certified as complete and correct as of the closing date.

(ii) Incumbency of Officers. The Bank shall have received an incumbency certificate of the City in respect of each of the officers who is authorized to sign this Credit Agreement and related documents to which it is a party on behalf of the City.

(iii) Opinion of Counsel to the City. The Bank shall have received a written opinion of counsel to the City covering matters relating to the transactions contemplated by this Credit Agreement and the financing documents, in form and substance satisfactory to the Bank.

(iv) Opinion of Bond Counsel. The Bank shall have received a letter from bond counsel authorizing the Bank to rely on the final legal opinion of bond counsel dated on or about the date hereof delivered to the City in respect of the 2026 Revolving Credit Bond (the "Opinion") as if such Opinion were addressed to the Bank.

(v) No Default, Etc. No Default shall have occurred and be continuing as of the closing date or will result from the execution and delivery of the Credit Agreement or the issuance of the 2026 Revolving Credit Bond; the representations and warranties made by the City shall be true and correct in all material respects on and as of the closing date, as if made on and as of such date; and the Bank shall have received a certificate from the City to the foregoing effect.

(vi) Other Documents. The Bank shall have received such other documents, certificates and opinions as the Bank or its counsel shall reasonably request, all in form and substance satisfactory to the Bank.

(b) In addition, the obligation of the Bank to make any particular Advance is subject to the satisfaction of each of the following conditions precedent on or before the date of such Advance:

(i) Requisition. Receipt by the Bank of a Requisition executed on behalf of the City by the City Administrator, or his/her designee in the form attached hereto as Exhibit C.

(ii) Tax Related Documents. For each Advance requested under the 2026 Revolving Credit Bond, no additional opinion is required with regard to the tax-exempt status of the interest on such Advance; provided, however, in the event the Bank or the City have reason to believe there may be a particular issue with regard

to the status of such interest, either the Bank or the City may request that the tax-exempt status of the interest on such Advance be confirmed by a new bond counsel opinion, and the City shall provide such supplemental tax certificates setting forth the certifications of the City as may be required by bond counsel or the Bank with the expense of such opinions and certificates, to be paid by the City.

(iii) Officer's Certificate. A certificate of the City Administrator confirming the City's representations and warranties herein as of the date of such Advance and the absence of any Default.

(iv) Determination of Taxability. If a Determination of Taxability shall have occurred, or if the making of an Advance could reasonably be expected to result in a Determination of Taxability, the City shall not request, and the Bank shall not be obligated to make, any Advance on the 2026 Revolving Credit Bond.

SECTION 13. REPRESENTATIONS AND WARRANTIES. The City represents and warrants to the Bank that:

(a) Organization. The City is a duly created and validly existing municipal corporation and public body corporate and politic of the State of Florida.

(b) Authorization of Credit Agreement and Related Documents. The City has the power and has taken all necessary action to authorize the execution, delivery and performance of the City's obligations under this Credit Agreement and each of the related documents to which it is a party in accordance with their respective terms. This Credit Agreement has been duly executed and delivered by the City and is, and each of the related documents to which it is a party when executed and delivered will be, legal, valid and binding obligations of the City enforceable against the City in accordance with their respective terms, except as may be limited by bankruptcy, insolvency, reorganization or moratorium or other similar laws affecting creditors' rights generally applicable to the City or by the exercise of judicial discretion in accordance with general equitable principles.

(c) No Impairment. The pledging of the Pledged Funds in the manner provided herein shall not be subject to repeal, modification or impairment by any subsequent ordinance, resolution or other proceedings of the City Council.

(d) Compliance. The City is not in default in the performance of any of the covenants, conditions, agreements or provisions contained herein and no event has occurred which constitutes, or would with the passage of time constitute, a default or "Event of Default" hereunder.

(e) Financial Statements. The financial statements of the City for the year ended September 30, 2025, copies of which have been furnished to the Bank, have been prepared in accordance with generally accepted accounting principles and governmental accounting

standards board principles and present fairly the financial condition of the City as of such date and the results of its operations for the period then ended. Since such date, there has been no material adverse change in the financial condition, revenues, properties or operations of the City.

SECTION 14. TAX COMPLIANCE. The City covenants that it shall not use the proceeds of the 2026 Revolving Credit Bond in any manner which would cause the interest on such 2026 Revolving Credit Bond to be or become included in gross income for purposes of federal income taxation. The City covenants that neither the City nor any person under its control or direction will make any use of the proceeds of such 2026 Revolving Credit Bond (or amounts deemed to be proceeds under the Code) in any manner which would cause such 2026 Revolving Credit Bond to be an "arbitrage bond" within the meaning of the Code, and neither the City nor any other person under its control shall do any act or fail to do any act which would cause the interest on such 2026 Revolving Credit Bond to become subject to inclusion within gross income for purposes of federal income taxation. The City hereby covenants that it will comply with all provisions of the Code necessary to maintain the exclusion from gross income of interest on the 2026 Revolving Credit Bond for purposes of federal income taxation, including, in particular, the payment of any amount required to be rebated to the U.S. Treasury pursuant to the Code.

The City covenants to consult with bond counsel, if necessary, to assist the City in determining the appropriate amount of each Advance under the 2026 Revolving Credit Bond specified in each Requisition submitted pursuant to Section 12(b) hereof. In addition, the City shall provide copies to bond counsel of each Requisition which involves the use of proceeds of the related Advance to pay capitalized interest on the Loan or which results in the aggregate amount of all Advances made by the Bank being greater than $10,000,000. The City shall also provide bond counsel notice of any prepayments of principal on the Loan.

SECTION 15. NOTICES. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, to the parties at the following addresses:

City: City of Bradenton, Florida
101 Old Main Street
Bradenton, Florida 34205
Attention: City Administrator

Bank: Seacoast National Bank
1201 6th Avenue, Suite C
Bradenton, Florida 34205
Attention: Ed Wyatt
Email: Ed.Wyatt@seacoastbank.com

Any of the above parties may, by notice in writing given to the others, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

SECTION 16. EVENTS OF DEFAULT. The following shall be "Events of Default" under this Agreement, and the term "Events of Default" shall mean (except where the context clearly indicates otherwise), whenever such term is used in this Agreement, any one or more of the following events:

(a) Failure by the City to timely pay any amount due hereunder;

(b) Failure by the City to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Agreement, other than under Section 16(a), for a period of 30 days after the earlier of written notice (i) is received by the City or (ii) was required to have been provided to the Bank pursuant to Section 10(d) hereof, except to the extent some other grace period shall be provided in regard to a covenant, specifying such failure and requesting that it be remedied, is given to the City by the Bank, unless the Bank shall agree in writing to an extension of such time prior to its expiration;

(c) Any warranty, representation or other statement by the City or by an officer or agent of the City contained in this Agreement or in any instrument furnished in compliance with or in reference to this Agreement is false or misleading in any material adverse respect;

(d) A petition is filed against the City under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, and an order for relief is entered or such petition is not dismissed within 60 days of such filing;

(e) The City files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under such law; or

(f) The City admits insolvency or bankruptcy or its inability to pay its debts as they become due or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including without limitation a receiver, liquidator or trustee) of the City or any of its property is appointed by court order or takes possession thereof and such order remains in effect or such possession continues for more than 60 days.

SECTION 17. REMEDIES. The Bank may sue to protect and enforce any and all rights existing under the laws of the State of Florida, of the United States of

America, or granted and contained in this Credit Agreement, and to enforce and compel the performance of all duties required by this Credit Agreement or by any applicable laws to be performed by the City, the City Council or by any officer thereof, and may take all steps to enforce this Credit Agreement to the full extent permitted or authorized by the laws of the State of Florida or the United States of America; provided, however, that the Bank shall not have the right to declare the 2026 Revolving Credit Bond immediately due and payable.

In addition, upon the occurrence of an Event of Default, which Event of Default has not been cured prior to the expiration of any applicable cure period, the Bank's obligation to make additional Advances hereunder shall terminate unless and until the Bank reinstates the availability of Advances.

SECTION 18. NO RECOURSE. No recourse shall be had for the payment of the principal of and interest on the 2026 Revolving Credit Bond or for any claim based on the 2026 Revolving Credit Bond or on this Credit Agreement, against any present or former member or officer of the City Council or any person executing the 2026 Revolving Credit Bond.

SECTION 19. PAYMENTS DUE ON SATURDAYS, SUNDAYS AND HOLIDAYS; POSTING. In any case where the date for making any payment or the last date for performance of any act or the exercise of any right, as provided in this Credit Agreement, shall be other than a Business Day, then such payment or performance shall be made on the succeeding Business Day with the same force and effect as if done on the nominal date provided in this Credit Agreement. All payments received during normal banking hours after 4:00 pm local time at the payment office of the Bank shall be deemed received at the opening of the next banking day.

SECTION 20. DEFEASANCE. If, at any time, the City shall have paid the principal and interest with respect to the 2026 Revolving Credit Bond and all costs and expenses of the Bank payable under this Credit Agreement, and shall have directed in writing that no further Advances be available, then, and in that event, the pledge of and lien on the Pledged Funds in favor of the Bank shall be no longer in effect and the City shall have no further obligation to comply with the covenants contained in Section 10 hereof, but shall still be required to comply with Section 14 hereof.

SECTION 21. AMENDMENTS, CHANGES AND MODIFICATIONS. This Credit Agreement may only be amended by a written instrument executed by the City and the Bank.

SECTION 22. BINDING EFFECT; ASSIGNMENT. To the extent provided herein, this Credit Agreement shall be binding upon the City and the Bank and shall inure to the benefit of the City and the Bank and their respective successors and assigns. The Bank's interests in and rights under this Credit Agreement and the 2026

Revolving Credit Bond are freely assignable by the Bank, subject to the provisions of Section 6 hereof. The City shall not assign its rights and interest hereunder without the prior written consent of the Bank, and any attempt by the City to assign without the Bank's prior written consent is null and void. Any assignment shall not release the City from its obligations hereunder or under the 2026 Revolving Credit Bond.

SECTION 23. ADDITIONAL PROVISIONS.

(a) Severability. In the event any provision of this Credit Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

(b) Patriot Act Notice. To help fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. For purposes of this section, account shall be understood to include loan accounts.

(c) Telephone Communication Monitoring. The City agrees that the City's telephone communications with the Bank may be monitored and/or recorded to improve customer service and security.

(d) Final Agreement. This Credit Agreement and the 2026 Revolving Credit Bond represent the final agreement between the parties and may not be contradicted by evidence of prior, contemporaneous or subsequent agreements of the parties. There are no unwritten agreements between the parties regarding the matters herein.

(e) Execution in Counterparts. This Credit Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

(f) Applicable Law and Venue. This Credit Agreement shall be governed by and construed in accordance with the laws of the State. Proceedings commenced by the parties arising out of this Credit Agreement or any of the transactions relating hereto must be brought exclusively in the federal or state courts located in Manatee County, Florida. The parties irrevocably and unconditionally submit to the jurisdiction of such courts and agree to take any and all future action necessary to submit to the jurisdiction of such courts.

SECTION 24. WAIVER OF JURY TRIAL. To the extent permitted by applicable law, each of the City and the Bank knowingly, voluntarily and intentionally waives any right each may have to a trial by jury in respect of any litigation based on, or arising out of, under or in connection with this Credit Agreement, the 2026 Revolving Credit Bond or any agreement contemplated to be executed in connection with this Credit Agreement, or any course of conduct, course of dealing, statements (whether verbal or

written) or actions or omissions of any party with respect hereto. This provision is a material inducement to the Bank to enter into this Credit Agreement.

SECTION 25. EFFECTIVE DATE. This Credit Agreement shall become effective as of the date hereof.

[SIGNATURE PAGE FOLLOWS]

[SIGNATURE PAGE TO CREDIT AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have duly executed this Credit Agreement as of the date first above written.

CITY OF BRADENTON, FLORIDA

(SEAL)

By: _____
Mayor

ATTEST:

_____
City Clerk

SEACOAST NATIONAL BANK

By: _____
Ed Wyatt, Senior Vice President

EXHIBIT A

DESCRIPTION OF 2026 PROJECT

The 2026 Project includes, but is not limited to, the following improvements to the System:

[TO COME**]**

EXHIBIT B

FORM OF 2026 REVOLVING CREDIT BOND

NO. 1

CITY OF BRADENTON, FLORIDA
WATER, SEWER AND STORMWATER UTILITY REVOLVING CREDIT BOND,
SERIES 2026

INTEREST RATE	MATURITY DATE	DATE OF ISSUE
Variable Rate	**[**CLOSING DATE**]**, 2028	**[**CLOSING DATE**]**, 2026

REGISTERED OWNER: SEACOAST NATIONAL BANK

AUTHORIZED AMOUNT: TEN MILLION DOLLARS AND NO CENTS

The City of Bradenton, Florida (the "City"), for value received, hereby promises to pay to the Registered Owner on the Maturity Date specified above, so much of the Authorized Amount hereof as shall have been advanced hereunder and remains outstanding on such date (the "Outstanding Principal"), plus interest on the amount of each Advance hereunder from the date of the Advance at a rate per annum equal to the sum of 79% of SOFR, plus 110.3 basis points (the "Interest Rate"), such interest to be calculated as set forth in the Credit Agreement referenced below and payable **[**the first Business Day of each month, commencing on _____ 1, 2026.**]** On the Maturity Date, the City will pay the Registered Owner all Outstanding Principal and all accrued unpaid interest thereon. Notwithstanding the preceding sentence, if this 2026 Revolving Credit Bond is not paid in full on the Maturity Date and provided that (A) no Event of Default shall have occurred and be continuing under the Credit Agreement (as defined herein) and (B) the representations and warranties of the City set forth in the Credit Agreement shall be true and correct on the Maturity Date as if made on such date, and subject to the conditions of the immediately succeeding paragraph, the City shall instead pay the Outstanding Principal as of such date (the "Amortization Amount") in installments payable on the first Business Day of the month after the Maturity Date and on the first Business Day of each month thereafter so that the Amortization Amount is repaid resulting in approximately equal one hundred-twenty (120) monthly debt service payments (the "Amortization Period"). Interest will be payable on the first Business Day of each month during the Amortization Period at the Interest Rate.

If the City provides to the Registered Owner written notice by noon on the Maturity Date of its intent to not repay all of the Outstanding Principal on the Maturity Date,

accompanied by a certificate signed by the City Administrator to the effect that the City is, as of the Maturity Date, in compliance with all conditions set forth under (A) and (B) in the preceding paragraph, then this 2026 Revolving Credit Bond shall be deemed eligible for the Amortization Period and failure to pay the principal amount of this 2026 Revolving Credit Bond on the Maturity Date shall not constitute an Event of Default under the Credit Agreement.

This 2026 Revolving Credit Bond shall bear interest on the amount of Outstanding Principal at the Interest Rate, subject to adjustment as set forth in the Credit Agreement.

This 2026 Revolving Credit Bond may be prepaid in whole or in part as set forth in the Credit Agreement. Principal of and interest on this 2026 Revolving Credit Bond are payable in immediately available funds constituting lawful money of the United States of America at such place (the "Payment Office of the Bank") as the Bank may designate to the City.

This 2026 Revolving Credit Bond is issued under the authority of Chapter 166, Part II, Florida Statutes, the City Charter of the City and other applicable provisions of law, and pursuant and subject to the terms and conditions of a Revolving Credit Agreement, dated **[**CLOSING DATE**]**, 2026 (the "Credit Agreement"), between the City and the Bank, to which reference should be made to ascertain those terms and conditions. Capitalized terms not defined herein have the meanings ascribed to them in the Credit Agreement.

Pursuant to the Credit Agreement, the City may borrow, and the Bank may advance under this 2026 Revolving Credit Bond from time to time until the maturity hereof (each an "Advance" and together the "Advances"), so long as the total principal amount outstanding hereunder at any one time does not exceed the Authorized Amount. The Bank's obligation to make Advances under this 2026 Revolving Credit Bond shall be suspended for such time as the City is in default (without regard to any applicable grace period) under the Credit Agreement. As of the date of each proposed Advance, the City shall be deemed to represent that each representation made in the Credit Agreement is true as of such date.

This 2026 Revolving Credit Bond and the interest hereon are payable from and secured solely by a lien upon and a pledge of the Pledged Funds, and with respect to the Net Revenues portion thereof on a parity with Parity Obligations, subject to the application thereof for the purposes and on the conditions permitted by the Credit Agreement.

This 2026 Revolving Credit Bond shall not constitute a general obligation or indebtedness of the City, and the Bank shall never have the right to require or compel the levy of taxes on any property of or in the City for the payment of the principal of and interest on this 2026 Revolving Credit Bond. This 2026 Revolving Credit Bond shall not constitute a lien upon the 2026 Project, or upon any property of or in the City, but shall be payable solely from the Pledged Funds in the manner provided in the Credit Agreement.

Reference is made to the Credit Agreement for the provisions relating to the security for payment of this 2026 Revolving Credit Bond and the duties and obligations of the City hereunder.

The City, to the extent permitted by law, hereby waives presentment, demand, protest and notice of dishonor.

It is hereby certified and recited that all acts, conditions and things required by the Constitution and laws of the State of Florida to happen, exist and be performed precedent to and in the issuance of this 2026 Revolving Credit Bond, have happened, exist and have been performed in regular and due from and time as so required.

IN WITNESS WHEREOF, City Council of the City of Bradenton, Florida has caused this 2026 Revolving Credit Bond to be executed by the Mayor, and attested by its City Clerk, either manually or with their facsimile signatures, and its seal or a facsimile thereof to be affixed, impressed, imprinted, lithographed or reproduced hereon, and this 2026 Revolving Credit Bond to be dated as of **[**CLOSING DATE**]**, 2026.

CITY OF BRADENTON, FLORIDA

(SEAL)

By: _____
Mayor

ATTEST:

_____
City Clerk

EXHIBIT C

FORM OF REQUISITION

REQUISITION NO.: _____

DATE OF ADVANCE: _____

PRINCIPAL AMOUNT: _____ DOLLARS

ADVANCED UNDER: Water, Sewer and Stormwater Utility Revolving Credit Bond, Series 2026

AVAILABLE CREDIT: _____ DOLLARS

TO: SEACOAST NATIONAL BANK

You are hereby authorized and directed, pursuant to the provisions of the Revolving Credit Agreement, dated as of **[**CLOSING DATE**]**, 2026 (the "Revolving Credit Agreement"), between the City of Bradenton, Florida (the "City") and Seacoast National Bank (the "Bank") and that certain Water, Sewer and Stormwater Utility Revolving Credit Bond, 2026 Revolving Credit Bond, dated **[**CLOSING DATE**]**, 2026, issued by the City (the "2026 Revolving Credit Bond"), to advance the above referenced Principal Amount, which advance shall be recorded on books and records of the Bank, and thereby become a portion of the principal due and owing under said 2026 Revolving Credit Bond. By this requisition, you are hereby authorized and empowered to deposit into the account of the City specified below the amount hereof without any further action on the part of the City.

The proceeds of the Advance will be used to pay for costs related to the capital improvements described in Schedule I attached hereto. Use of the proceeds is in compliance with Section 14 of the Revolving Credit Agreement and the Certificate as to Arbitrage and Certain Other Tax Matters, dated **[**CLOSING DATE**]**, 2026.

All approvals, consents, authorizations and orders of the City and any other governmental authority or agency having jurisdiction in any matter which would constitute a condition precedent to the performance by the City in order to commence and complete the 2026 Project to be paid for by this advance have been obtained and are in full force and effect.

No Determination of Taxability or Event of Default described in such Revolving Credit Agreement has occurred and is continuing.

CITY OF BRADENTON, FLORIDA

By: _____
[City Administrator**]**

City Account Information:

_____
_____
_____

SCHEDULE I

DESCRIPTION OF USE OF PROCEEDS

SECTION 00941

CHANGE ORDER (CO) NO. 1

OWNER/CLIENT: City of Bradenton PROJECT NO.: PROJECT MANAGER: David Lopez-Rivera

ENGINEER: David Lopez-Rivera PROJECT NO.: PROJECT MANAGER:

CONTRACTOR: GML COATINGS PROJECT NO.: PROJECT MANAGER: Dale Flocker

PROJECT NAME: WA: 2603 Manhole Lining

DATE OF ISSUANCE: 05/07/2026 EFFECTIVE DATE:

The Contract Documents are modified as follows upon execution of this Change Order.

CHANGE IN CONTRACT PRICE:

Original Contract Price:

$ 142,718.40

[Increase/Decrease] from previously approved Change Orders No._____to No._____:

$

Contract Price prior to this Change Order:

$ 142,718.40

[Increase/Decrease] of this Change Order:

$ $136,827.48

Contract Price incorporating this Change Order:

$ 279,545.88

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ■ Calendar days

Substantial completion (days or date): 05/07/2026

Ready for final payment (days or date): 05/07/2026

[Increase/Decrease] from previously approved Change Orders No._____to No. 1 :

Substantial completion (days): 05/07/2026

Ready for final payment (days): 05/07/2026

Contract Times prior to this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

[Increase/Decrease] of this Change Order:

Substantial completion (days or date):

Ready for final payment (days or date):

Contract Times with all approved Change Orders:

Substantial completion (days or date):

Ready for final payment (days or date):

DESCRIPTION OF CHANGE (Attach additional sheets if required.)	DEDUCT	ADD
A lot of the manholes had additional cost not originally anticipated. This includes utilizing Vacuum trucks, Rebuilding Benches,		$136,827.48
Injection Grouting, more traffic control than originally anticipated.		
SUBTOTAL		

SECTION 00941

ATTACHMENTS
(List documents supporting change.)

This Change Order is an amendment to the Contract Agreement between Contractor and the Owner, and all contract provisions shall apply unless specifically exempted. The amount and time change designated are the maximum agreed to by the Owner and the Contractor for this change. In consideration of the foregoing adjustments in contract time and contract amount, the Contractor hereby releases the Owner from all claims, demands, or causes of action arising from the transactions, events, and occurrences related to this Change Order. This written Change Order is the entire agreement between Owner and Contractor with respect to this Change Order. No other agreements or modifications shall apply to this Contract amendment unless expressly provided herein. This Change Order represents final action relating to this Change Order.

RECOMMENDED:

By: Kim B Clayback, PE Digitally signed by Kim B Clayback, PE Date: 2026.07.08 07:51:08 -04'00'

Engineer (Authorized Signature)

Date: 07/10/2026

Approved by Funding Agency (if applicable):

ACCEPTED:

By: _____

Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: _____

Contractor (Authorized Signature)

Date: 6/26/2026

Date: _____

INVOICE

GML Coatings, LLC
10315 Technology Terrace,
Bradenton, FL 34211

To: City of Bradenton
Public Work and Utilities
1411 9th St W, Bradenton, FL 34205
kim.clayback@cityofbradenton.com

GML Project #: **25118**
Invoice #: 26.25118-1
Date: 5/7/2026
Application: 1

PO #: **20262041**
Project: **Misc. MH Project**

Invoice due date: 6/6/2026
Payment terms: Net 30
Retainage: 0%

Line	Description	Depth	Contract Amount	Current % Complete	Total
1	**B01MH106**	2	$1,512.48	100.00%	$1,512.48
2	**B02MH036**	5	$3,310.78	100.00%	$3,310.78
3	**B04MH004**	12	$11,949.92	100.00%	$11,949.92
4	**B04MH121**	8	$4,282.40	100.00%	$4,282.40
5	**B17MH023**	11	$8,142.12	100.00%	$8,142.12
6	**B17MH045**	5	$2,676.50	100.00%	$2,676.50
7	**B18MH092**	4.5	$3,204.23	100.00%	$3,204.23
8	**B18MH116**	5.5	$3,850.12	100.00%	$3,850.12
9	**B19MH017**	13	$14,121.47	100.00%	$14,121.47
10	**B01MH210**	9	$7,307.25	100.00%	$7,307.25
11	**B01MH097**	9	$7,017.19	100.00%	$7,017.19
12	**B01MH168**	3.5	$2,646.62	100.00%	$2,646.62
13	**B02MH053**	3.5	$3,090.62	100.00%	$3,090.62
14	**B04MH002**	12	$17,395.21	100.00%	$17,395.21
15	**B04MH062**	9.5	$9,266.81	100.00%	$9,266.81
16	**B04MH107**	13	$13,725.36	100.00%	$13,725.36
17	**B08MH011**	9	$7,181.31	100.00%	$7,181.31
18	**B08MH012**	9	$7,623.19	100.00%	$7,623.19
19	**B08MH014**	6	$6,494.54	100.00%	$6,494.54
20	**B08MH015**	6	$5,733.41	100.00%	$5,733.41
21	**B11MH016**	8	$7,402.11	100.00%	$7,402.11
22	**B11MH078**	6	$6,696.54	100.00%	$6,696.54
23	**B13MH033**	4.5	$4,642.77	100.00%	$4,642.77
24	**B17MH007**	9	$7,017.19	100.00%	$7,017.19
25	**B17MH030**	5.5	$7,640.44	100.00%	$7,640.44
26	**B17MH029**	5.5	$7,640.44	100.00%	$7,640.44
27	**B17MH041**	5	$3,591.51	100.00%	$3,591.51
28	**B17MH071**	9	$13,077.19	100.00%	$13,077.19
29	**B17MH084**	3.5	$3,090.62	100.00%	$3,090.62
30	**B18MH024**	10	$7,567.83	100.00%	$7,567.83
31	**B18MH046**	9.5	$7,332.15	100.00%	$7,332.15
32	**B18MH080**	4	$3,027.13	100.00%	$3,027.13
33	**B18MH087**	9	$10,535.42	100.00%	$10,535.42
34	**B08MH002**	10	$7,647.11	100.00%	$7,647.11
35	**B04MH119**	3	$3,127.03	100.00%	$3,127.03
36	**B11MH013**	9	$9,381.56	100.00%	$9,381.56
37	**B18MH001**	14	$14,170.02	100.00%	$14,170.02
38	**B19MH018**	12	$15,427.31	100.00%	$15,427.31
		Total:	**$279,545.88**		
	Less previous application:		*$0.00*		
				Total Due This Invoice:	**$279,545.88**

Make all checks payable to:
GML Coatings, LLC
10315 Technology Terrace,
Bradenton, FL 34211

"No business is so important that it will be pursued at the sacrifice of safety"

From: Dale Flocker
To: David Lopez Rivera
Cc: David Lindsey; Kim Clayback; Roy D. Lessig, Jr.; Kristofer Eccles
Subject: Re: [EXTERNAL] GML Inv. 26.25118-1
Date: Thursday, May 21, 2026 1:35:46 PM
Attachments: Outlook-acmwwrxu
Outlook-md44q0si.png
Outlook-4kitrz2m.png
B08MH014_B08MH015.pdf

This Message Is From an External Sender
This email originated from outside the City's email system, therefore the authenticity of the sender cannot be established. Exercise caution before clicking links, opening attachments or responding.

Good Afternoon David,

While the structure depth was measured at 6 feet in both the proposal and invoice, the original proposal depth accounts for the vertical rehabilitation quantity only shown below.

- Corrosion Protection ($373.75 VF)
- Application 1/2" ($156.25 VF)
- **Combined VF Cost = $530 VF**
- Mobilization (2% of subtotal)
- (6x530)*.02 = $3,243.60

This does not include any ancillary bid items or field conditions encountered during execution. The invoice reflects the actual quantities and contract items applied.

- Corrosion Protection ($373.75 VF)
- Application 1" (249.94 VF)
- **Combined VF Cost = $623.69 VF**
- Bench Rebuild ($437.50 EA)
- Injection Grouting ($897.00 EA)
- Traffic Control Arrow board ($50 EA), per day, $400
- Barricades ($2 EA), per day, $200
- Mobilization (1% of subtotal)
- ((6x623.69) + 437.50 + 897.00 + 400.00 + 200.00) *.01 = $5,733.41

Thanks,

Dale Flocker

Director of Operations
GML Coatings LLC
10315 Technology Terrace
Bradenton, FL 34211
Office: (941) 755-2176 ext. 21
Cell: (941) 281-9236
Dale@gmlcoatings.com

From: David Lopez Rivera <David.Lopez-Rivera@bradentonfl.gov>
Sent: Thursday, May 21, 2026 7:38 AM
To: Dale Flocker <dale@gmlcoatings.com>
Cc: David Lindsey <David.Lindsey@bradentonfl.gov>; Kim Clayback <Kim.Clayback@bradentonFL.gov>; Roy D. Lessig, Jr. <Roy.Lessig@bradentonFL.gov>; Kristofer Eccles <Kristofer.Eccles@bradentonFL.gov>
Subject: RE: [EXTERNAL] GML Inv. 26.25118-1

Hello Dale,

Can you explain all the added costs for this invoice? I understand that the depths varied, and most were not 6 feet. For this reason, please explain all the costs associated with manhole B08MH015, which was measured at 6 feet in both the invoice and the proposal, by listing the bid items in the contract and the unit quantities so that we can see what was added.

Thanks,

David Lopez-Rivera

City of Bradenton | Public Works & Utilities

C: 941-290-9324