AGENDA
BRADENTON CITY COUNCIL MEETING
8:30 a.m. Wednesday, August 12, 2026
CITY HALL COUNCIL CHAMBERS - 101 OLD MAIN STREET

1. INVOCATION & PLEDGE

Lead Pastor Sam Rainer with West Bradenton Baptist Church

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

2. MEETING CALLED TO ORDER

3. PROCLAMATIONS

4. PRESENTATIONS

5. CITIZEN COMMENTS

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

6. CONSENT AGENDA

a) City Administration: First Amendment to Watertank Lease Agreement with Verizon Wireless for 2901 59th Street West
First Amendment to Water Tank Lease Agreement
b) Clerk: Florida Department of Revenue - Registration Information Sharing and Exchange (RISE) Program Level-one Agreement Renewal
RISE Program Level-one Agreement Renewal
c) Clerk: Minutes from the July 22, 2026, City Council Meeting
7-22-2026 City Council Meeting Minutes
d) Clerk: Minutes from the July 23, 2026, City Council Budget Workshop
7-23-2026 City Council Budget Workshop Minutes
e) Event Review Committee: Bishop Gala Road Closure
Application and Revised Site Plan
f) Event Review Committee: Bradenton Public Market
Application and Site Plan
g) Event Review Committee: Fire Charity Fishing Tournament and Festival
Application and Site Plan
h) Event Review Committee: MCR Health Wellness Festival

Application and Site Plan

i) Event Review Committee: Music in the Park
Application and Site Plan

j) Event Review Committee: Paws in Motion Walk-a-Thon and Festival
Application and Site Plan

k) Event Review Committee: September 11th Tribute to Heroes Memorial
Application and Site Plan

l) Event Review Committee: Under the Palms Wellness Festival
Application and Site Plan

m) Event Review Committee: White Cane Day
Application and Site Plan

n) Planning & Community Development: Resolution 26-28 - Denial for the Application PLN-MAJ26-0001 for a Major Amendment to the Jordan Creek East Planned Development Plan
Resolution 26-28

o) Police: Purchase of 15 Motorola N70 Portable Radios

p) Public Works & Utilities: Change Order No. 1 for Work Assignment 2601 for Manhole Lining
Change Order No. 1

q) Public Works & Utilities: Change Order No. 9 for the Water Reclamation Facility (WRF) 4th Clarifier
Change Order No. 9

r) Purchasing: Agreement PB-26-040NT with Galls, LLC.
Agreement PB-26-040NT with Galls, LLC.

s) Purchasing: Agreement PB-26-041NT with Shore Power Electric, Inc.
Agreement PB-26-041NT with Shore Power Electric, Inc.

t) Purchasing: Agreements for Professional Continuing Services for Architecture with Fawley Bryant Architecture, Inc.; Sweet Sparkman Architects, Inc.; Seibert Architects, P.A.; Zoller Autrey Architects, P.A.; and PBK Architects Florida, Inc.
Agreement with Fawley Bryant Architecture, Inc.
Agreement with PBK Architects, Inc.
Agreement with Seibert Architects, P.A.
Agreement with Sweet Sparkman Architects, Inc.
Agreement with Zoller Autrey Architects, P.A.

u) Purchasing: Agreements for Professional Continuing Services for Landscape Architecture with Miller Legg & Associates, Inc.; Kimley-Horn and Associates, Inc.; Wade Trim, Inc.; Stantec Consulting Services, Inc.; and Bowman Consulting Group, Ltd.
Agreement with Miller Legg and Associates, Inc.
Agreement with Kimley-Horn and Associates, Inc.
Agreement with wade Trim, Inc.
Agreement with Stantec Consulting Services Inc.
Agreement with Bowman Consulting Group, Ltd.

v) Purchasing: Amendment No. 1 to Contract 25-019NT Pavement Marking and Striping Services with McShea Contracting, LLC
Amendment No. 1 to Contract 25-019NT with McShea Contracting, LLC

w) Purchasing: Amendment No. 1 to Contract 25-031NT for Traffic Sign Replacement, Installation, and Refurbishment Services with Stripe A Lot of America II, Corp.
Amendment No. 1 to Contract 25-031NT with Stripe A Lot of America II, Corp.

x) Purchasing: Term Contract for Parking Garage Repair and Maintenance with Restocon, LLC
Term Contract with Restocon, LLC

7. BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

a) Planning & Community Development: **Quasi-Judicial:** RESOLUTION 26-56 - PUBLIC HEARING
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, GRANTING SPECIAL USE PERMIT PLN-SUP-26-0010 TO PERMIT A SIDEWALK CAFÉ WITH ALCOHOLIC BEVERAGE SALES FOR PROPERTY LOCATED AT 312 12TH STREET WEST, BRADENTON, FLORIDA (PARCEL ID NO. 3295600005), PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.
Resolution 26-56
Staff Report
Application Materials

b) Planning & Community Development: ORDINANCE 4080 - FIRST READING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, VACATING A PLATTED 20-FOOT ALLEY AS SHOWN ON THE PLAT OF HINES ADDITION TO BRADENTOWN, FLORIDA, RECORDED IN PLAT BOOK 1, PAGE 215A, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED HEREIN, LYING GENERALLY EAST OF 9TH STREET WEST AND SOUTH OF 13TH AVENUE WEST; PROVIDING FOR RECORDATION IN THE OFFICIAL RECORDS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.
Ordinance 4080
Staff Report
Application Materials
Presentation

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

a) City Administration: Emergency Procurement Report

b) City Administration: Exploratory Dialog and Work Plans Regarding Point Park University - Bradenton Florida Campus

9. UNFINISHED BUSINESS

10. COUNCIL REPORTS

11. DEPARTMENT HEAD REPORTS

a) Information Technology: Utility Payment Processer Change

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. 6.a

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: August 12, 2026

SUBMITTED BY: Corey Fortin, City Administration

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: First Amendment to Watertank Lease Agreement with Verizon Wireless for 2901 59th Street West

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
On August 26, 2016 Verizon Wireless Personal Communications, LP d/b/a Verizon Wireless, n/k/a Cellco Partnership d/b/a Verizon Wireless and the City of Bradenton entered into a communications equipment Lease Agreement for the Water Tower Located at 2901 59th St W, which included construction drawings for the communications equipment. Pursuant to the terms of the Lease, the lessee is entitled to make modifications to the communications equipment. The purpose of this Amendment is to include the amended construction drawings depicting the updated equipment to be located on the Tower.

FINANCIAL IMPACT:
N/A

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

SUGGESTED MOTION:
Motion to approve the First Amendment to Water Tank Lease Agreement and authorize execution by the Mayor.

ATTACHMENTS:

First Amendment to Water Tank Lease Agreement

Docusign Envelope ID: 0064BAE8-D85B-861F-8165-D5B82D4AFD3F

Verizon Site: 5000011325
CITY OF BRADENTON W

FIRST AMENDMENT TO WATERTANK LEASE AGREEMENT

THIS FIRST AMENDMENT TO WATERTANK LEASE AGREEMENT ("Amendment") is made and entered into by and between City of Bradenton, a political body of the State of Florida ("Lessor"), and Cellco Partnership d/b/a Verizon Wireless, a Delaware limited partnership ("Lessee").

Recitals

The parties hereto recite, declare and agree as follows:

A. Lessor and Lessee (or as applicable, their respective predecessors in interest) entered into a Watertank Lease Agreement dated August 22, 2016, as amended (the "Agreement"), with respect to a watertank tower located at 2901 59th Street West, Bradenton, FL (the "Demised Premises").

B. Pursuant to the terms of the Agreement, Lessee is permitted to have up to nine (9) antennas with associated RRU's and eighteen (18) lines of coaxial cable at the Demised Premises.

C. Lessee desires to modify the equipment at the Demised Premises.

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

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

1. Lessee shall have the right to modify its Demised Premises as described and depicted on Exhibit A, which is attached hereto and by this reference incorporated herein, and Lessor hereby consents to and approves of the modifications described and depicted on Exhibit A in all respects, which includes, but is not limited to, the installation of up to ten (10) antennas including mounting kits. Exhibit A shall consist of an updated construction drawing of the Communications Equipment on the Demised Premises in accordance with Section 6 of this Amendment.

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

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

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

Docusign Envelope ID: 0064BAE8-D85B-861F-8165-D5B82D4AFD3F

5. This Amendment will update current points of contact for the Lessor and Lessee as follows:

LESSOR:
City of Bradenton
City Hall, 101 12th Street West, Bradenton, FL 34205-7865
Attn: City Administrator
Telephone: 941-932-9400

City of Bradenton City Attorney
Scott E. Rudacille, Esq.
Blalock Walters, 802 11th Street West, Bradenton, FL 34205
Telephone: 941-748-0100
srudacille@blalockwaters.com

City of Bradenton Public Works and Utilities Department
Public Works Annex, 1810 1st St W, Bradenton, FL 34205
Attn: Public Works and Utilities Director
Telephone: 941-708-6300

LESSEE:

Verizon Wireless
Basking Ridge Mail Hub
Attn: Legal Intake
One Verizon Way
Basking Ridge, NJ 07920.

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

a. Equipment on the ground:
   i. One (1) 35kw LP generator
   ii. One (1) 500 gallon LP fuel tank
   iii. One (1) EBRE cabinet
   iv. One (1) Dark Fiber cabinet
   v. One (1) LS6 cabinet
   vi. One (1) 200A ILC
   vii. One (1) Disconnect
   viii. One (1) Meter
   ix. Three (3) OVP-6
b. Tower top equipment (including specific model numbers, quantities, and mounting locations of antennas, remote radio units, surge protectors, microwave dishes, tower mounted amplifiers, and coaxial and hybrid fiber cables:
   i. Three (3) AIR3283 antennas
   ii. Three (3) AIR6419 antennas
   iii. Three (3) MX04FRO845-02E antennas
   iv. Three (3) 4490 RRUS
   v. Three (3) OVP-12

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vi. Three (3) 6 x 12 hybrid cables

[SIGNATURE PAGE TO FOLLOW]

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

CELLCO PARTNERSHIP
D/B/A VERIZON WIRELESS

By: Signed by: Courtney Drewski Craps
Name: Courtney Drewski Craps
Title: Assoc Dir - RE/Reg
Date: Aug 4, 2026

CITY OF BRADENTON

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

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EXHIBIT A

UTILITY SERVICE CO., INC.

USCI REVIEWED - RECOMMENDED FOR APPROVAL

These drawings and related documents were reviewed for conformance with the minimum guidelines established by Utility Service Co., Inc. for installation of communication equipment on water storage tanks and related infrastructure managed by Utility Service Co., Inc. only. The submitting entity and Engineer of Record for the project are responsible for ensuring all related work and activities are in compliance with applicable design standards and industry codes.

City of Bradenton Approved
07.07.26

Kim B Clayback, PE

Digitally signed by Kim B Clayback, PE
Date: 2026.07.07 11:44:24 -04'00'

verizon

MDG #: 5000011325
SITE NAME: CITY OF BRADENTON W
STRUCTURE TYPE: 132' WATER TANK TOWER
MARKET: TAMPA-2
PROJECT TYPE: 5G L-SUB6 - CARRIER ADD

Digitally signed by Maria V Martin
Date: 2026.05.05 13:23:05 -04'00'

LOCATION SKETCH



SITE DIRECTIONS

From I-75 S & I-4 (Tampa, Florida):

1. Head south on I-75 S (go 32.3 mi)
2. Take exit 238 to merge onto I-275 N toward St Petersburg (go 1.7 mi)
3. Take exit 2 for US-41 S (go 0.2 mi)
4. Use any lane to turn left onto US-41 BYP Tamiami Trail/US Hwy 41 S (go 3.6 mi)
5. Keep right to continue on US-41 BUS Gillespie Rd (go 2.6 mi)
6. Turn right onto Pt-Sd Villagestone Ave W (go 3.0 mi)
7. Turn left onto 58th St W (go 1.4 mi)
8. Destination will be on the left

CONTACT INFORMATION

APPLICANT:
VERIZON WIRELESS
7701 E TELECOM PKWY
TEMPLE TERRACE, FL 33637

ARCHITECT/ ENGINEER:
CBVR/ MARIA V. MARTIN, PE
6505 N HIMES AVE
TAMPA, FL 33614

PROPERTY OWNER:
CITY OF BRADENTON
101 OLD MAIN STREET
BRADENTON, FL 34205

SITE INFORMATION

PARCEL ID #:	511020000
JURISDICTION:	CITY OF BRADENTON
COUNTY:	MANATEE
LATITUDE:	27° 28' 32.23" NORTH (NAD 83)
LONGITUDE:	82° 37' 11.41" WEST (NAD 83)
FAA FILED HEIGHT:	N/A

SCOPE OF WORK

THE SCOPE OF WORK CONSISTS OF MODIFYING COMMUNICATIONS INSTALLATION ON AN EXISTING TOWER:

EQUIPMENT PAD:
- REMOVE (1) 6120 CABINET
- REMOVE (2) STRINGS HT170ET BATTERIES
- REMOVE ATS
- REMOVE PPC
- INSTALL LS6 CABINET W/ GE -48V POWER PLANT
- INSTALL (3) STRINGS HT170ET -48V BATTERIES IN EBRE CABINET
- INSTALL 200A ILC
- INSTALL (1) IXRE IN CABINET
- INSTALL SITEBOSS IN CABINET
- INSTALL GPS FOR BBUS IN CABINET
- INSTALL BBUS IN CABINET (AS NECESSARY)
- INSTALL UPCONVERTER IN CABINET
- RETAIN EBRE CABINET
- RETAIN LP GENERATOR
- RETAIN 500 GALLON LP TANK

TOWER RAD:
- INSTALL (3) AIR 3283 ANTENNAS
- INSTALL (3) AIR 6419 ANTENNAS
- INSTALL (3) MX04FRO665-02E ANTENNAS
- INSTALL (3) OVP-12'S
- INSTALL (3) 6/12 HYBRID CABLES
- INSTALL (3) RRU 4490'S

APPLICABLE CODES

- FLORIDA BUILDING CODE 2023 (8th EDITION)
  WIND DESIGN CRITERIA
  - A. ASCE 7 - 22
    ULTIMATE WIND SPEED = 163 MPH
    RISK CATEGORY = IV
    EXPOSURE = C
  - B. ANSI/ TIA-222-H
    STRUCTURE CLASS = II
    TOPOGRAPHIC CATEGORY = 1
- FLORIDA FIRE PREVENTION CODE - 2023 (8TH EDITION)
- NATIONAL ELECTRIC CODE (NFPA 70-2020)
- CITY AND OR COUNTY ORDINANCES

LIST OF DRAWINGS

SITE GENERAL ARRANGEMENT PLANS	
T-1	TITLE SHEET
ARCHITECTURAL/ CIVIL PLANS	
C-1	COMPOUND PLAN
C-2	EQUIPMENT AREA PLAN
C-3	TOWER ELEVATION
C-4	EXISTING ANTENNA MOUNT DETAILS
C-4.1	PROPOSED ANTENNA MOUNT DETAILS
C-5	EQUIPMENT DETAILS
C-6	EQUIPMENT DETAILS AND PROPOSED ANTENNA & CABLE SCHEDULE
ELECTRICAL PLANS	
E-1	GROUNDING DETAILS
E-2	ELECTRICAL DETAILS

CONTRACTOR PMI REQUIREMENT

PMI LOCATION:	***
SMART TOOL PROJECT #:	N/A
MDG NUMBER:	5000011325
ANALYSIS DATE:	04/08/2026

*** PMI AND REQUIREMENTS ARE EMBEDDED IN MA

MOUNT MODIFICATIONS REQUIRED: NO

REFER TO MOUNT ANALYSIS REPORT BY CBVR TELECOM DESIGN GROUP

811 Know what's below. Call before you dig.

PREPARED BY
CBVR
TELECOM DESIGN GROUP
6505 N HIMES AVE
TAMPA, FLORIDA 33614
(813) 353-0026
FL CA # 31614

DISCLAIMER
NO COPIES, REPRODUCTIONS, TRANSMISSIONS OR ELECTRONIC MANIPULATION OF ANY PORTION OF THESE DRAWINGS IN WHOLE OR IN PART ARE TO BE MADE WITHOUT THE EXPRESS WRITTEN PERMISSION OF CBVR TELECOM DESIGN GROUP. ALL DESIGNS INDICATED IN THESE DRAWINGS ARE PROPERTY OF CBVR TELECOM DESIGN GROUP. ALL COPYRIGHTS RESERVED ©© 2026. THESE PLANS ARE FOR BUILDING DEPARTMENT REVIEW ONLY THEY ARE NOT TO BE CONSTRUED AS CONSTRUCTION DOCUMENTS UNTIL ALL BUILDING DEPARTMENT APPROVALS ARE OBTAINED.

PROFESSIONAL SEAL
MARIA VICTORIA MARTIN
LICENSE
No. 72397
STATE OF FLORIDA
PROFESSIONAL ENGINEER
05/05/2026

PREPARED FOR
verizon
7701 E TELECOM PKWY
TEMPLE TERRACE, FL 33637

PROJECT INFORMATION
5000011325
CITY OF BRADENTON W
2905 59TH ST WEST
BRADENTON, FL 34209

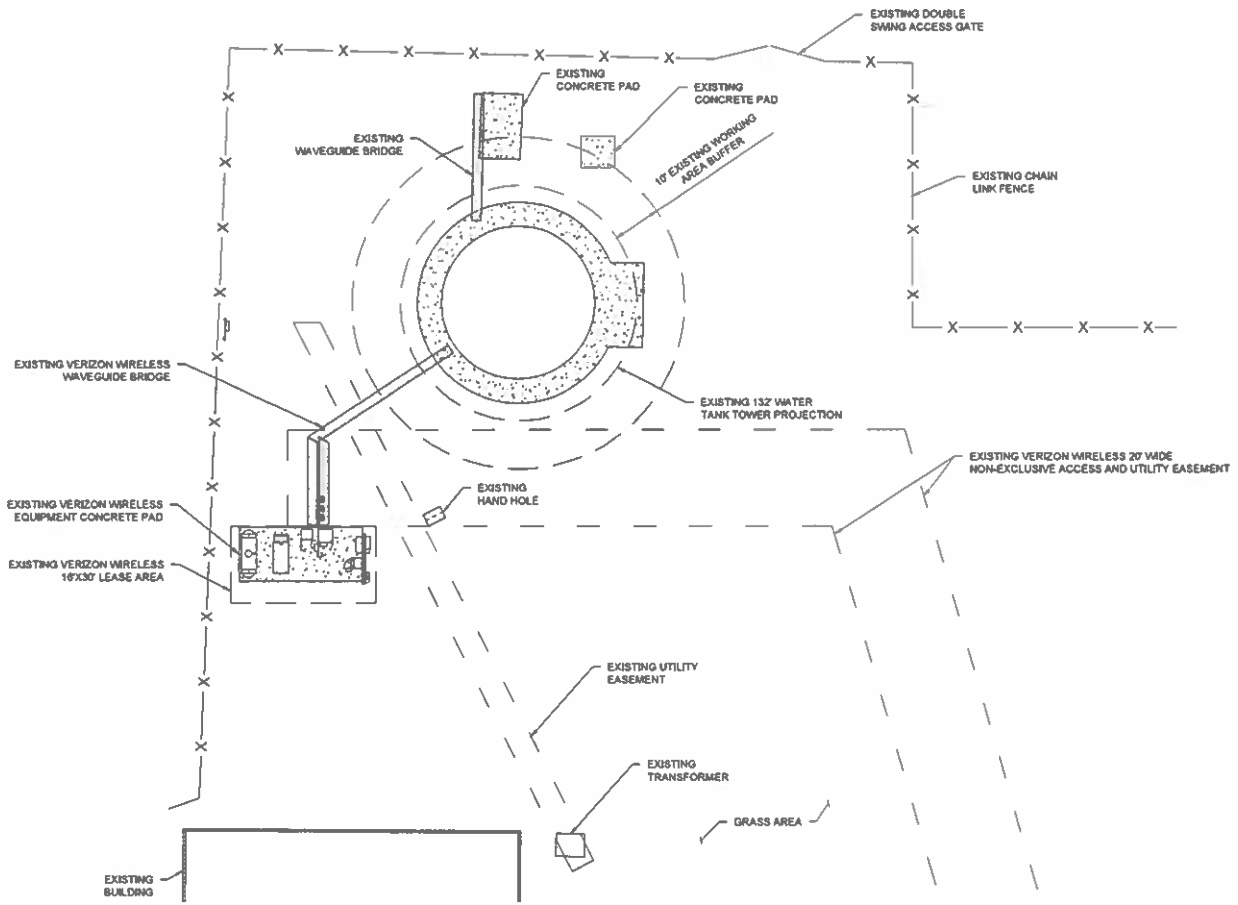
CBVR PROJECT #: VZW.323.26

ISSUED DATES		
0	FOR PERMIT / CONSTRUCTION	05.05.26

SHEET NAME
TITLE SHEET

SHEET NUMBER
T-1

Docusign Envelope ID: 0064BAE8-D85B-861F-8165-D5B82D4AFD3F



OVERALL SITE PLAN

GRAPHIC SCALE

0' 12.5' 25'

(SCALE IN FEET)

11x17 SCALE: 1"=25'

NOTES:

- ALL DRAWINGS HAVE BEEN PREPARED WITHOUT THE AID OF A SURVEY OR A TITLE
- ALL DIMENSIONS, PROPERTY LINES, AND RIGHT OF WAYS ARE APPROXIMATE BASED UPON AVAILABLE ONLINE RESOURCES
- CONTRACTOR SHALL RESTORE AND REPAIR ANY DAMAGED AREAS CAUSED BY CONSTRUCTION TO ORIGINAL OR BETTER CONDITION
- ALL NEW WORK TO BE PERFORMED PER LATEST VERIZON WIRELESS STANDARDS & SPECIFICATIONS

PREPARED BY

CBVR

TELECOM DESIGN GROUP

6505 N HINES AVE
TAMPA, FLORIDA 33614
(813) 353-0926
FL CA # 31014

DISCLAIMER
NOTICE OF COPYRIGHT: THE UNAUTHORIZED REPRODUCTION, TRANSMISSION OR ELECTRONIC MANIPULATION OF ANY PORTION OF THESE DRAWINGS IN WHOLE OR IN PART AND TO BE MADE WITHOUT THE EXPRESS WRITTEN PERMISSION OF CBVR TELECOM DESIGN GROUP. ALL DRAWINGS INDICATED IN THESE DRAWINGS ARE PROPERTY OF CBVR TELECOM DESIGN GROUP. ALL COPYRIGHTS RESERVED (C) 2026. THESE PLANS ARE FOR BUILDING DEPARTMENT REVIEW ONLY AND ARE NOT TO BE CONSTRUED AS CONSTRUCTION DOCUMENTS UNTIL ALL BUILDING DEPARTMENT APPROVALS ARE OBTAINED.

PROFESSIONAL SEAL

MARIA VICTORIA MARTIN
LICENSE
No. 72397
STATE OF FLORIDA
PROFESSIONAL ENGINEER

05/05/2026

PREPARED FOR

verizon

2701 E TELECOM PKWY
TEMPLE TERRACE, FL 33637

PROJECT INFORMATION

5000011325
CITY OF BRADENTON W
2905 59TH ST WEST
BRADENTON, FL 34209

CBVR PROJECT #: VZW.323.26

ISSUED DATES

#	FOR PERMIT / CONSTRUCTION	05.05.26

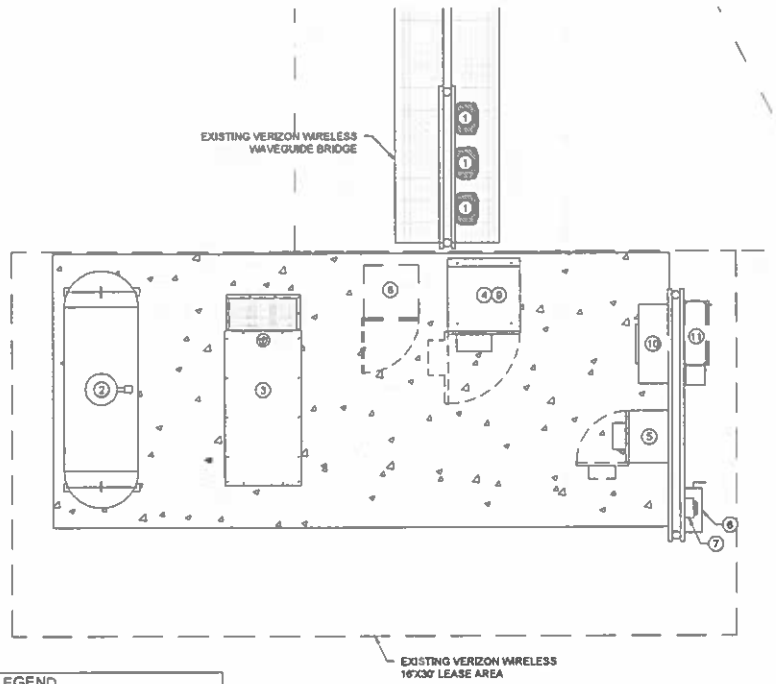
SHEET NAME

COMPOUND PLAN

SHEET NUMBER

C-1

Docusign Envelope ID: 0064BAE8-D85B-861F-8165-D5B82D4AFD3F



LEGEND
1. OVP-6
2. 500GAL LP TANK
3. 35KW LP GENERATOR
4. EBRE BATTERY CABINET
5. DARK FIBER CABINET
6. DISCONNECT
7. METER
8. 6120 CABINET (TO BE REMOVED)
9. STRING BATTERIES (TO BE REMOVED)
10. ATS (TO BE REMOVED)
11. PPC ENCLOSURE (TO BE REMOVED)

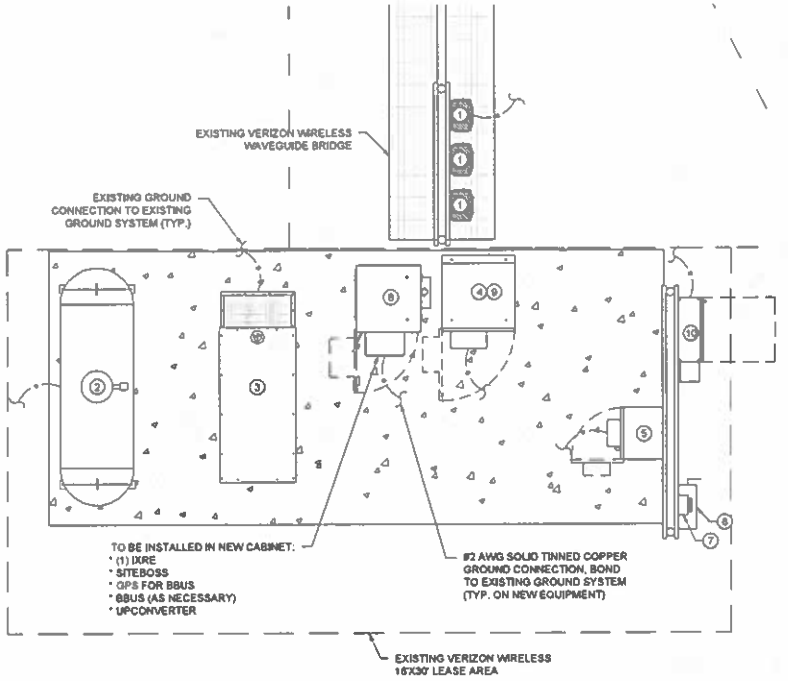
EXISTING EQUIPMENT LAYOUT
GRAPHIC SCALE

0' 2.5' 5'

(SCALE IN FEET)
11x17 SCALE: 1"=5'

NOTE:
VERIFY FINAL EQUIPMENT CONFIGURATION AND ALL OEM MOUNTING AND CLEARANCE REQUIREMENTS WITH VZW CX PM.

NOTE:
EQUIPMENT CONFIGURATION SHOWN IS BASED ON PROVIDED DOCUMENTATION AND THE ACCURACY HAS NOT BEEN INDEPENDENTLY VERIFIED BY CBVR. AS SUCH, CBVR EXPRESSLY DISCLAIMS ANY WARRANTY TO THE EXTENT THAT A DEFECT IN ITS WORK PRODUCT WAS CAUSED BY INACCURACIES WITHIN THE THIRD-PARTY DOCUMENTATION PROVIDED BY VERIZON WIRELESS. ALL EXISTING AND PROPOSED EQUIPMENT CONFIGURATIONS SHALL BE FIELD VERIFIED AND CONFIRMED BY GC WITH THE VERIZON WIRELESS CONSTRUCTION MANAGER.



LEGEND
1. OVP-6
2. 500GAL LP TANK
3. 35KW LP GENERATOR
4. EBRE BATTERY CABINET
5. DARK FIBER CABINET
6. DISCONNECT
7. METER
8. PROPOSED LS6 CABINET W/ GE -48V POWER PLANT
9. PROPOSED (3) STRINGS HT170ET -48V BATTERIES IN EBRE CABINET
10. PROPOSED 200A ILC

PROPOSED EQUIPMENT LAYOUT
GRAPHIC SCALE

0' 2.5' 5'

(SCALE IN FEET)
11x17 SCALE: 1"=5'

PREPARED BY
CBVR
TELECOM DESIGN GROUP
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PROFESSIONAL SEAL
MARIA VICTORIA MARTIN
LICENSE
No. 72397
STATE OF
FLORIDA
PROFESSIONAL ENGINEER
05/05/2026

PREPARED FOR
verizon
7701 E TELECOM PKWY
TEMPLE TERRACE, FL 33637

PROJECT INFORMATION
5000011325
CITY OF BRADENTON W
2905 59TH ST WEST
BRADENTON, FL 34209

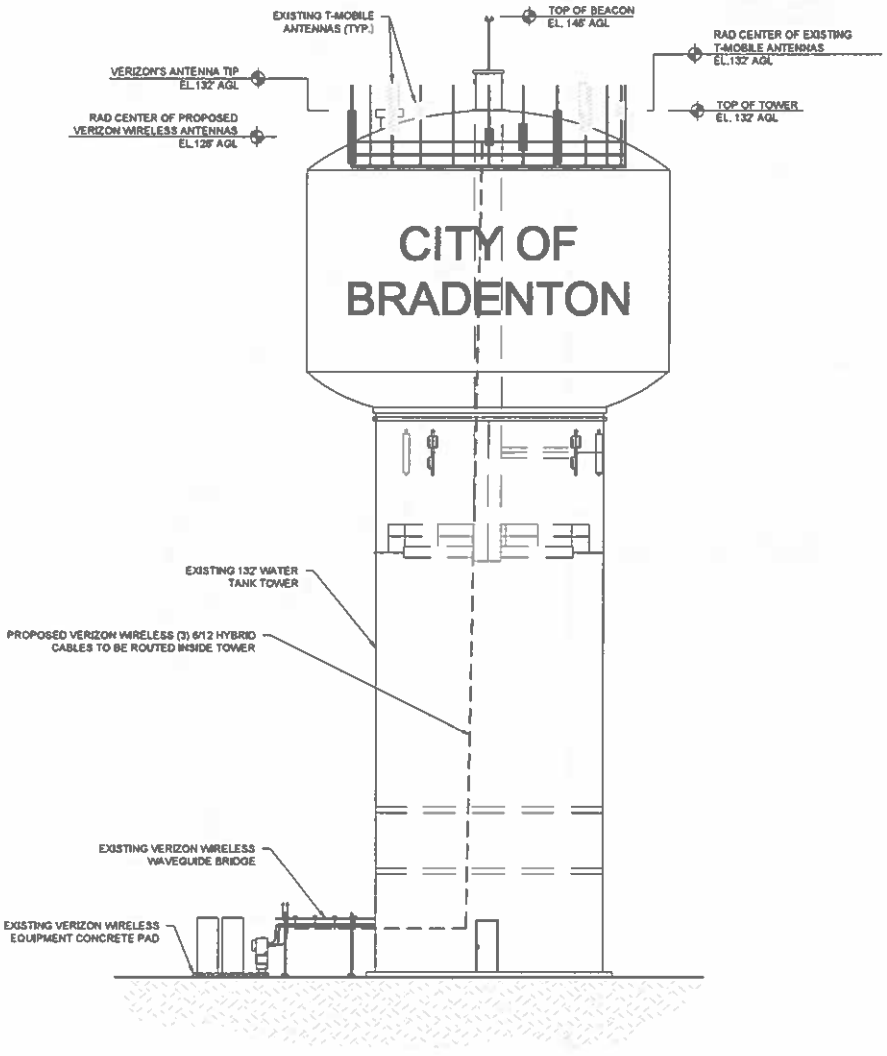
CBVR PROJECT #: VZW.323.26

#	FOR PERMIT / CONSTRUCTION	00.00.26

SHEET NAME
EQUIPMENT AREA PLAN

SHEET NUMBER
C-2

Docusign Envelope ID: 0064BAE8-D85B-861F-8165-D5B82D4AFD3F



TOWER NORTH ELEVATION

NOT TO SCALE

NOTES:

1. CONTRACTOR TO FIELD VERIFY ANTENNA MOUNT CONFIGURATION AND PROVIDE MOUNTS OR ADDITIONAL HARDWARE IF REQUIRED TO SUPPORT PROPOSED EQUIPMENT.
2. ALL EQUIPMENT AND MOUNTING HARDWARE SHALL CONFORM TO DESIGN REQUIREMENTS PER FLORIDA BUILDING CODE (8TH EDITION, 2023) AND ANSI TIA-222-H STRUCTURAL STANDARD FOR ANTENNA SUPPORTING STRUCTURES AND ANTENNAS; ULTIMATE WIND SPEED 163 MPH, 3 SECOND GUST.
3. AZIMUTH INFO TAKEN FROM VERIZON WIRELESS RF SITE DESIGN DATA. TOWER AND ANTENNAS HEIGHTS TAKEN FROM RECENT TOWER SURVEY DATA.
4. REFERENCE STRUCTURAL ASSESSMENT LETTER BY CBVR TELECOM DESIGN GROUP, DATED 04/06/2026.

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PROJECT INFORMATION

5000011325
CITY OF BRADENTON W
2905 59TH ST WEST
BRADENTON, FL 34209

CBVR PROJECT #: VZW.323.26

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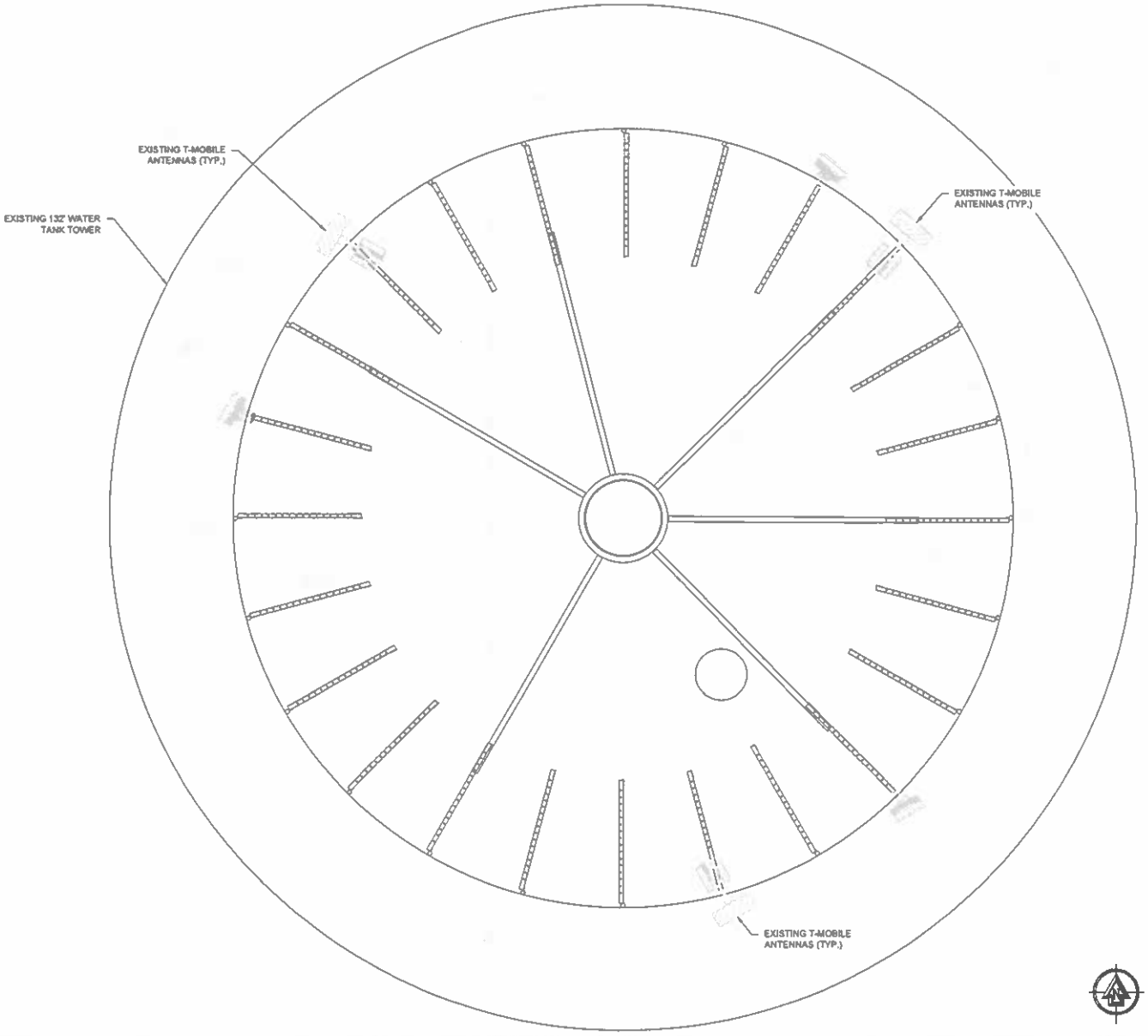
SHEET NAME

TOWER ELEVATION

SHEET NUMBER

C-3

Docusign Envelope ID: 0064BAE8-D85B-861F-8165-D5B82D4AFD3F



EXISTING ANTENNA MOUNT DETAIL
NOT TO SCALE

NOTE:
CONTRACTOR TO FIELD VERIFY ANTENNA MOUNT CONFIGURATION AND PROVIDE MOUNTS OR ADDITIONAL HARDWARE PER MANUFACTURER RECOMMENDATIONS AND AS PER STRUCTURAL ANALYSIS REPORT BY CBVR TELECOM DESIGN GROUP, DATED 04/09/2026.

NOTE:
NO EXISTING ANTENNAS OR RADIOS AT RAD, ONLY THE REMAINING EXISTING PIPES.

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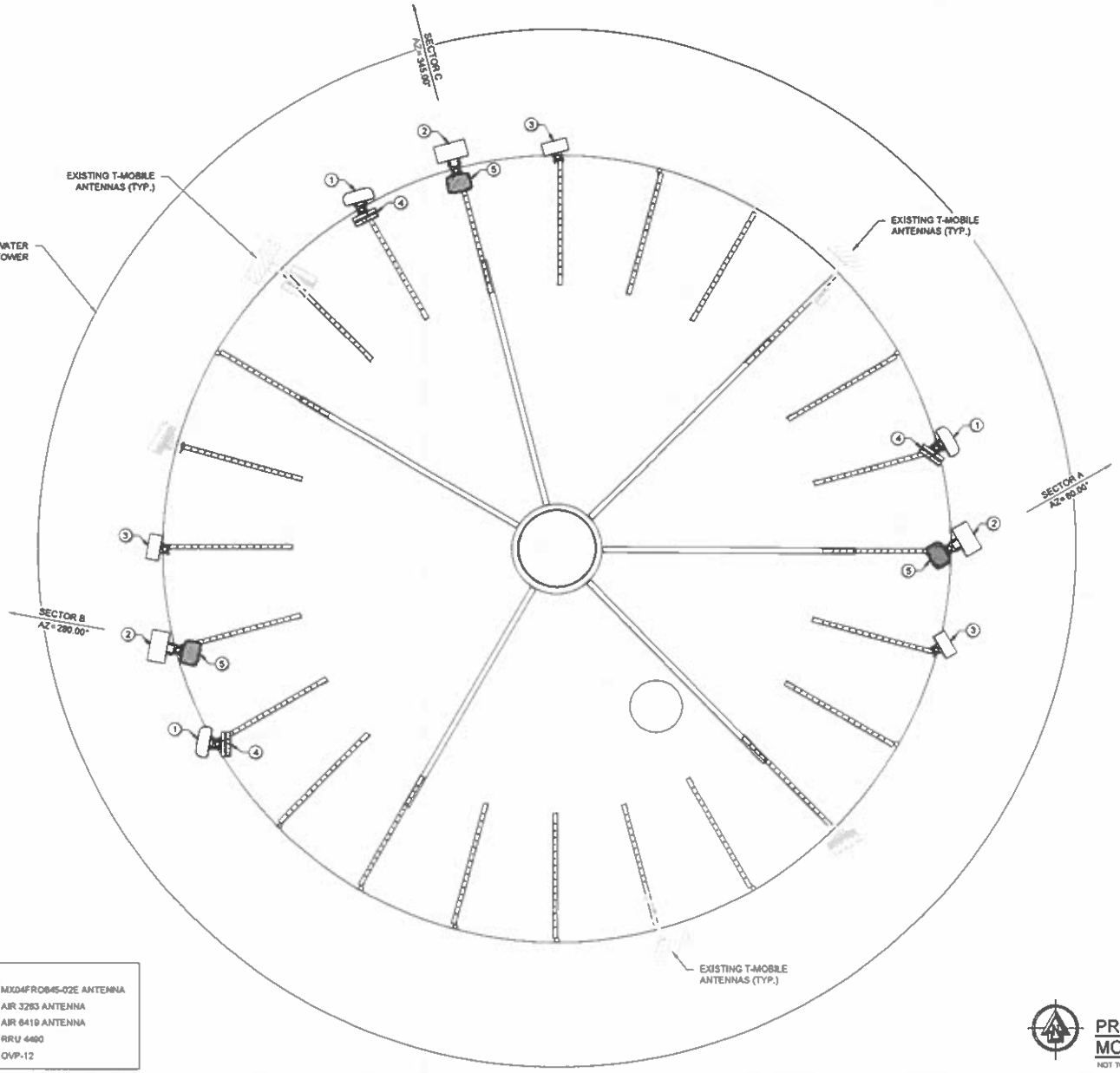
ISSUED DATES

0	FOR PERMIT / CONSTRUCTION	05.05.26

SHEET NAME
EXISTING ANTENNA MOUNT DETAILS

SHEET NUMBER
C-4

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LEGEND
1. PROPOSED MX04FRO645-02E ANTENNA
2. PROPOSED AIR 3283 ANTENNA
3. PROPOSED AIR 6419 ANTENNA
4. PROPOSED RRU 4490
5. PROPOSED OVP-12

NOTE:
CONTRACTOR TO FIELD VERIFY ANTENNA MOUNT CONFIGURATION AND PROVIDE MOUNTS OR ADDITIONAL HARDWARE PER MANUFACTURER RECOMMENDATIONS AND AS PER STRUCTURAL ANALYSIS REPORT BY CBVR TELECOM DESIGN GROUP, DATED 04/06/2026.

PROPOSED ANTENNA MOUNT DETAIL
NOT TO SCALE

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PROJECT INFORMATION
5000011325
CITY OF BRADENTON W
2905 59TH ST WEST
BRADENTON, FL 34209

CBVR PROJECT #: VZW.323.26

ISSUED DATES

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SHEET NAME
PROPOSED ANTENNA MOUNT DETAILS

SHEET NUMBER
C-4.1

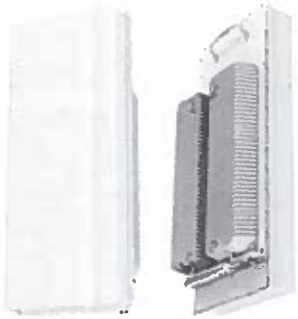
Docusign Envelope ID: 0064BAE8-D85B-861F-8165-D5B82D4AFD3F

AIR3283 B25+B66 dual band

- 32 TX/RX B25+B66 dual band
- LTE and NR support
- 320 W total shared RF output power (max 240W/Band)
- Full band IBW, TCBW 100 MHz shared between bands
  - Max 60 MHz CBW/Band
- Max 3 carriers/Band
- 8 column x 2 rows antenna, 192 antenna elements
- RET 2 -12°downtilt
- Interface: 2 x 25Gb eCPRI

- -48v DC, 3 wire or 2 wire, 58A fuse
- Max Power consumption @100 Load: TBD W
- Power Consumption @ 50% load: TBD W

Pending Commercial Agreement



Now confirmed max measurements/ will not exceed

AIR 3283 ANTENNA SPECIFICATIONS

Radio 4490HP 44B5 44B13 C

- 4 common RF ports (C)
- B5: 4x40W, B13: 4x40W
- 480W total RF output power
- L, NR, NB-IoT
- 2x 2.5/4.9/9.8/10.1/24.3 Gbps CPRI/eCPRI

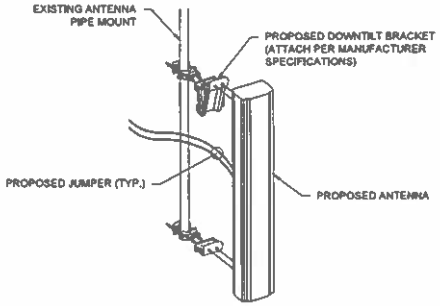
- -48 VDC 2-wire (one DC connector input)
- AISG v3.0 TMA & RET support via RS-485 or RF connectors
- Type 4.3-10 RF * connectors
- 2 external alarm
- Convection al cooling
  - Optional fan for increased site flexibility
- IP 65, -40 to +55°C

Pending Commercial Agreements



Now confirmed max measurements/ will not exceed

RRU4490 DETAIL



ANTENNA MOUNT DETAIL

AIR 6419 B77D/ C-Band

- Advanced Antenna System (AAS)
- 64TX/64RX with 192 AE, (8x1)x(4x8) x-pol
- Up to 320W , PSD 4W/MHz
- EIRP up to 79 dBm
- Up to 200 MHz IBW
- Max total carrier BW: 200MHz for NR
- Support number of layers: DL/UL 16/8

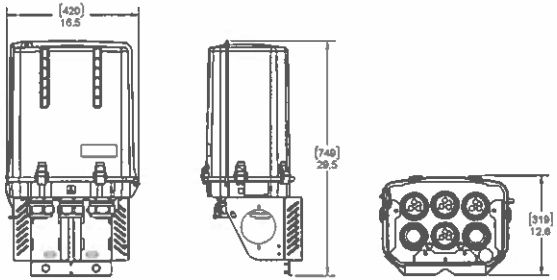
- -48 VDC (3-wire or 2-wire), Fuse Maximum 40 A, Maximum 50 A
- Power consumption: TBD
- -40 to +55°C

Pending Commercial Agreements



max measurements/ will not exceed

AIR 6419 ANTENNA SPECIFICATIONS

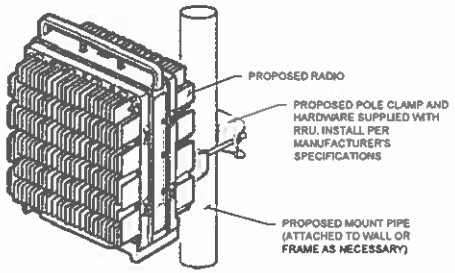


FRONT VIEW | SIDE VIEW | BOTTOM VIEW

MANUFACTURER:	VERIFY WITH VZW CX PM
MODEL#:	VERIFY WITH VZW CX PM
DIMENSIONS (WxDxH):	VERIFY WITH VZW CX PM
WEIGHT:	VERIFY WITH VZW CX PM

OVP-12 DETAIL

SCALE : 1"=1'



RADIO PIPE MOUNT DETAIL

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PROFESSIONAL SEAL



05/05/2026

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verizon

2701 E TELECOM PKWY
TEMPLE TERRACE, FL 33637

PROJECT INFORMATION

5000011325
CITY OF BRADENTON W
2905 59TH ST WEST
BRADENTON, FL 34209

CBVR PROJECT #: VZW.323.26

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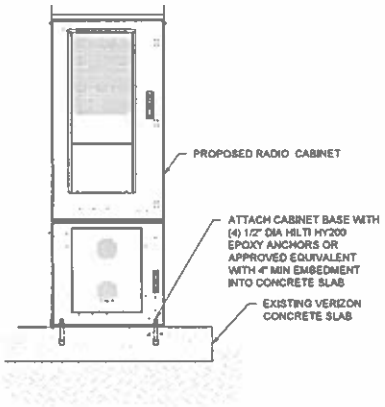
SHEET NAME

EQUIPMENT DETAILS

SHEET NUMBER

C-5

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CABINET ANCHOR BOLTS DETAIL

SCALE: NTS

PROPOSED ANTENNA & CABLE SCHEDULE

SECTOR	POS	USE	MANUFACTURER (MODEL #)	RAD CENTER	CABLE SIZE	AZIMUTH (TN)	CABLE LENGTH	MECH. D-TILT	ELEC. D-TILT	EQUIPMENT (MODEL #)	OVP-BOX (TOWER)
ALPHA	1	700 LTE 850 4G 1900 LTE 1900 2G AWS LTE L-BAND 4G	JMA (MX08FRO665-02E)	126.00'	(3) 6/12 HYBRID CABLES	60°	262'	*	*	(1) ERICSSON RRU (RRU 4480)	(3) RAYCAP OVP'S (OVP-12)
	2		ERICSSON (AIR 3283)					*	*		
	3		ERICSSON (AIR 6419)					*	*		
BETA	1		JMA (MX08FRO665-02E)			280°	246'	*	*	(1) ERICSSON RRU (RRU 4480)	
	2		ERICSSON (AIR 3283)					*	*		
	3		ERICSSON (AIR 6419)					*	*		
GAMMA	1		JMA (MX08FRO665-02E)			340°	217'	*	*	(1) ERICSSON RRU (RRU 4480)	
	2		ERICSSON (AIR 3283)					*	*		
	3		ERICSSON (AIR 6419)					*	*		

PROPOSED EQUIPMENT IN BOLD

* REFER TO RFDS

NOTES:

1. VERIZON WIRELESS CURRENTLY HAS NO CABLE INSTALLED ON RAD.
2. LENGTH FOR PROPOSED HYBRID FIBER CABLE IS FROM VERIZON WIRELESS OVP AT EQUIPMENT TO VERIZON WIRELESS RAD.
3. REQUEST CURRENT RFDS BEFORE INSTALLATION.
4. ALL VERIZON WIRELESS ANTENNA AND CABLE DATA BASED ON ASSUMED ANTENNA HEIGHT, CONTRACTOR SHALL VERIFY PROPOSED ANTENNA HEIGHT PRIOR TO INITIATION OF CONSTRUCTION ACTIVITIES, INCLUDING, BUT NOT LIMITED TO, ORDERING OF ANY ANTENNA OR CABLE MOUNTING HARDWARE.

PREPARED BY

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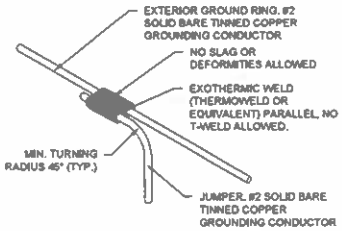
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EQUIPMENT DETAILS AND PROPOSED ANTENNA & CABLE SCHEDULE

SHEET NUMBER

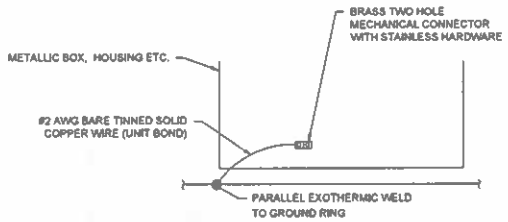
C-6

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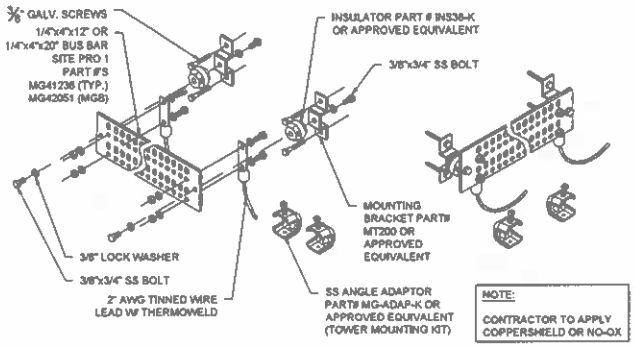
EXOTHERMIC WELD DETAIL

SCALE : N.T.S.



TYP. METALLIC GROUNDING DETAIL

SCALE : N.T.S.



NOTE:

CONTRACTOR TO APPLY COPPERSHIELD OR NO-OX

TYPICAL GROUND BAR DETAIL

SCALE : N.T.S.

ELECTRICAL NOTES:

ALL ELECTRICAL WORK SHALL CONFORM TO THE LATEST EDITION OF THE NATIONAL ELECTRICAL CODE (N.E.C.), AND APPLICABLE LOCAL CODES.

GROUNDING SHALL COMPLY WITH ARTICLE 250 OF NATIONAL ELECTRICAL CODE.

ALL ELECTRICAL ITEMS SHALL BE U.L. APPROVED OR LISTED.

ALL WIRES SHALL BE AWG MIN #12 THHN COPPER UNLESS NOTED.

CONDUCTORS SHALL BE INSTALLED IN SCHEDULE 40 PVC CONDUIT UNLESS NOTED OTHERWISE.

ROUTE GROUNDING CONDUCTORS ALONG THE SHORTEST AND STRAIGHTEST PATH POSSIBLE. BEND GROUNDING LEADS WITH A MINIMUM 8" RADIUS.

ENGAGE AN INDEPENDENT TESTING FIRM TO TEST AND VERIFY THAT RESISTANCE DOES NOT EXCEED 5 OHMS TO GROUND. TEST GROUND RING RESISTANCE PRIOR TO MAKING FINAL GROUND CONNECTIONS TO INFRASTRUCTURE AND EQUIPMENT. GROUNDING AND OTHER OPERATIONAL TESTING SHALL BE WITNESSED BY VERIZON WIRELESS'S REPRESENTATIVE.

PROVIDE PULL BOXES AND JUNCTION BOXES WHERE REQUIRED SO THAT CONDUIT BENDS DO NOT EXCEED 360°.

OBTAIN PERMITS AND PAY FEES RELATED TO ELECTRICAL WORK PERFORMED ON THIS PROJECT. DELIVER COPIES OF ALL PERMITS TO VERIZON WIRELESS REPRESENTATIVE.

SCHEDULE AND ATTEND INSPECTIONS RELATED TO ELECTRICAL WORK REQUIRED BY JURISDICTION HAVING AUTHORITY. CORRECT AND PAY FOR ANY WORK REQUIRED TO PASS ANY FAILED INSPECTION.

REDLINED AS-BUILTS ARE TO BE DELIVERED TO VERIZON WIRELESS REPRESENTATIVE.

ALL WORK SHALL BE PERFORMED IN STRICT ACCORDANCE WITH ALL APPLICABLE BUILDING CODES AND LOCAL ORDINANCES, INSTALLED IN A NEAT MANNER, AND SHALL BE SUBJECT TO APPROVAL BY VERIZON WIRELESS REPRESENTATIVE.

CONDUCT A PRE-CONSTRUCTION SITE VISIT AND VERIFY EXISTING SITE CONDITIONS AFFECTING THIS WORK. REPORT ANY OMISSIONS OR DISCREPANCIES FOR CLARIFICATION PRIOR TO THE START OF CONSTRUCTION.

PROTECT ADJACENT STRUCTURES AND FINISHES FROM DAMAGE. REPAIR TO ORIGINAL CONDITION ANY DAMAGED AREA.

REMOVE DEBRIS ON A DAILY BASIS. DEBRIS NOT REMOVED IN A TIMELY FASHION WILL BE REMOVED BY OTHERS AND THE RESPONSIBLE SUBCONTRACTOR SHALL BE CHARGED ACCORDINGLY. REMOVAL OF DEBRIS SHALL BE COORDINATED WITH THE OWNER'S REPRESENTATIVE. DEBRIS SHALL BE REMOVED FROM THE PROPERTY AND DISPOSED OF LEGALLY.

UPON COMPLETION OF WORK, THE SITE SHALL BE CLEAN AND FREE OF DUST AND FINGERPRINTS.

GROUNDING NOTES:

ALL DOWN GROUND WIRE AND GROUND SYSTEM WIRE SHALL BE #2 AWG, SOLID, BARE, TINNED COPPER. ALL CONNECTIONS TO GROUND SYSTEM SHALL BE EXOTHERMICALLY WELDED.

WHERE MECHANICAL GROUNDING CONNECTIONS ARE SPECIFIED, BOLTED, COMPRESSION-TYPE CLAMPS OR SPLIT-BOLT TYPE CONNECTORS SHALL BE USED.

GRIND OFF GALVANIZING IN AFFECTED AREA. EXOTHERMICALLY WELD #2 CONDUCTOR. COLD-GALV AFTER. EXOTHERMICALLY WELD OTHER END TO GROUND.

FOLLOWING COMPLETION OF WORK, CONDUCT GROUND TEST. SUBMIT WRITTEN TEST TO CONSTRUCTION MANAGER AND PROJECT MANAGER.

ALL GROUNDING WORK SHALL COMPLY WITH VERIZON WIRELESS STANDARDS.

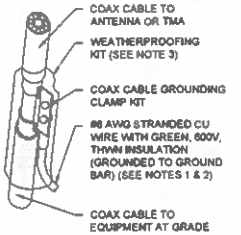
UNLESS NOTED OTHERWISE, ALL GROUNDING SHALL BE IN ACCORDANCE WITH VERIZON WIRELESS'S REQUIREMENTS FOR "BONDING, GROUNDING AND TRANSIENT PROTECTION FOR CELL SITES", AND "SITE RESISTANCE TO EARTH TESTING". ALL GROUNDING SHALL ALSO COMPLY WITH ALL STATE AND LOCAL CODES, AND THE NATIONAL ELECTRICAL CODE (NEC).

UNLESS NOTED OTHERWISE, ALL GROUNDING CONNECTIONS SHALL BE MADE BY AN EXOTHERMIC WELD.

RESISTANCE TO EARTH TESTING IS REQUIRED PER NEC STANDARDS ON ALL NEW SITES.

NEW INSTALLED ANTENNA PIPE MOUNTS SHALL BE EXOTHERMICAL GROUNDED W/ #2 AWG SOLID TINNED COPPER TO EXISTING GROUND SYSTEM (EACH SECTOR).

ALL NEW COAX OR HYBRID CABLES SHALL BE GROUNDED W/ SUPPLIED GROUND KIT TO SECTOR GROUND SYSTEM.

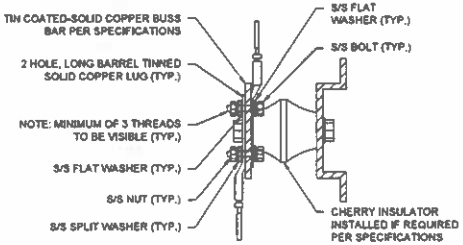


COAX CABLE GROUND

SCALE : N.T.S.

NOTES:

1. DO NOT INSTALL CABLE GROUND KIT AT A BEND AND ALWAYS DIRECT GROUND WIRE DOWN TO GROUND BAR
2. GROUNDING KIT SHALL BE TYPE AND PART NUMBER AS SUPPLIED OR RECOMMENDED BY CABLE MANUFACTURER.
3. WEATHERPROOFING SHALL BE TYPE AND PART NUMBER AS SUPPLIED OR RECOMMENDED BY CABLE MANUFACTURER.
4. BUTYL TAPE WEATHERPROOFING MUST FOLLOW MANUFACTURER'S INSTALLATION INSTRUCTIONS WITH THE FOLLOWING MODIFICATION: ON THE FIRST TAPE PASS PROVIDE A COURTESY WRAP TO AVOID PERMANENTLY ADHERING TO THE COAX CONNECTOR.
5. START TAPE APPROXIMATELY 5 INCHES FROM THE CONNECTOR AND WRAP 2 INCHES TOWARD THE CONNECTOR, THEN REVERSE THE TAPE A HALF TURN OR SO THAT THE STICKY SIDE IS UP. CONTINUE WRAPPING THE TAPE OVER THE CONNECTOR UNTIL 3 INCHES BEYOND THE CONNECTOR AND REVERSE THE TAPE A HALF TURN AGAIN OR SO THAT THE STICKY SIDE IS DOWN FOR ANOTHER 2 INCHES.
6. WHEN APPLIED, THE TAPE MUST BE ABOVE 32°F (0°C) TO ENSURE ADHESION
7. DO NOT STRETCH THE TAPE AND DO NOT PULL THE TAPE TO TEAR IT - ALWAYS CUT IT. PULLED TAPE EVENTUALLY UNRAVELS, DECREASING POSITION.
8. TIGHTLY WRAP THE RUBBER TAPE WITH 2 LAYERS OF VINYL INSULATING TAPE.



NOTES:

1. ALL HARDWARE 18-8 STAINLESS STEEL INCLUDING SPLIT WASHERS.
2. COAT WIRE END WITH ANTI-OXIDATION COMPOUND PRIOR TO INSERTION INTO LUG BARREL AND CRIMPING.
3. APPLY ANTI-OXIDATION COMPOUND BETWEEN ALL LUGS AND BUSS BARS PRIOR TO MATING AND BOLTING.

GROUNDING BAR LUG DETAILS

SCALE : N.T.S.

PREPARED BY
CBVR
TELECOM DESIGN GROUP
6505 N HIMES AVE
TAMPA, FLORIDA 33614
(813) 353-6926
FL CA # 31014

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PROFESSIONAL SEAL

MARIA VICTORIA MARTIN
LICENSE
No. 72397
STATE OF
FLORIDA
PROFESSIONAL ENGINEER

05/05/2026

PREPARED FOR

verizon

7701 E TELECOM PKWY
TEMPLE TERRACE, FL 33637

PROJECT INFORMATION

5000011325
CITY OF BRADENTON W
2905 59TH ST WEST
BRADENTON, FL 34209

CBVR PROJECT #: VZW.323.26

ISSUED DATES		
0	FOR PERMIT / CONSTRUCTION	05.05.26

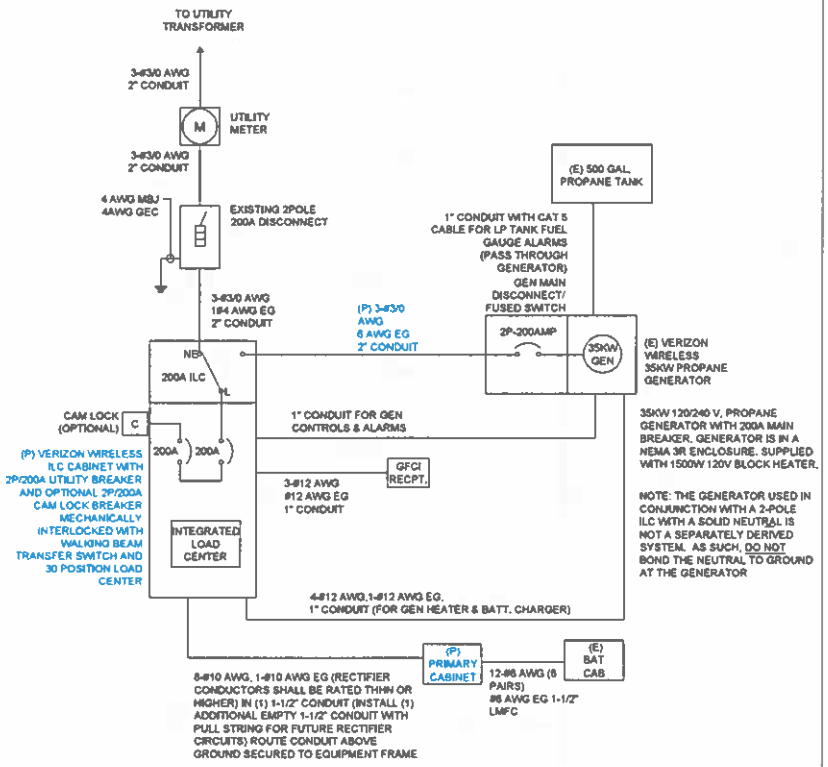
SHEET NAME

GROUNDING DETAILS

SHEET NUMBER

E-1

Docusign Envelope ID: 0064BAE8-D85B-861F-8165-D5B82D4AFD3F



NOTES:
1. ALL EQUIPMENT SHALL BE NEMA 3R RATED.
2. ALL EQUIPMENT SHALL BE LIGHTNING PROTECTED IN ACCORDANCE WITH TIA-222-G AND VERIZON WIRELESS STANDARDS.
3. DESIGN ENGINEER SHALL VERIFY ALL CONDUCTOR SIZES FOR SITE SPECIFIC DISTANCES REQUIRED (TOTAL SYSTEM VOLTAGE DROP INCLUDING FEEDERS AND BRANCH CIRCUITS TO THE FARTHEST DEMAND SHALL NOT EXCEED 5%).
4. WIRE SIZING AND MAXIMUM DISTANCE FROM GENERATOR TO ILC ASSUMES POWER FACTOR OF 0.9.
5. BELOW GRADE CONDUIT SHALL BE SCHEDULE 80 PVC. ABOVE GRADE CONDUIT SHALL BE GALVANIZED RIGID CONDUIT. BELOW GRADE PVC CONDUIT SHALL TRANSITION TO GRC PRIOR TO RISING ABOVE GRADE. ALL BENDS SHALL HAVE A MINIMUM 24" RADIUS. ALL FITTINGS SHALL BE SUITABLE FOR USE WITH THREADED RIGID CONDUIT. VERIFY CONDUIT TYPE WITH LOCAL CONSTRUCTION MANAGER AND ADJUST IF NECESSARY. ALL CONDUIT SHALL MEET NEC, STATE, AND LOCAL CODE REQUIREMENTS AS REQUIRED.

VERIZON WIRELESS ELECTRICAL SINGLE LINE DIAGRAM

NOT TO SCALE

PANEL NAME:	VERIZON			MODEL NUMBER:	ASCO 0300L SERIES									
RATED VOLTAGE:	240	120	VOLTS	PHASE/WIRE:	1	3								
MAIN BREAKER:	200	AMPS		BUS RATING:	200			KEY DOOR LATCH:	YES					
MOUNT:	SURFACE			NEUTRAL BAR:	YES			HINGED DOOR:	YES					
ENCLOSURE TYPE:	NEMA 3R			AIC:	65K									

POS	USAGE FACTOR	BUS AMPS L1	BUS AMPS L2	LOAD	POLES	AMPS	L1	L2	AMPS	POLES	LOAD	BUS AMPS L1	BUS AMPS L2	USAGE FACTOR	POS
1	1	12		RECTIFIER 1	2	30A			20A	1	GENERATOR CHARGER	8		1	2
3	1		12						20A	1	GENERATOR HEATER		12	1	4
5	1	12		RECTIFIER 2	2	30A			20A	1	GFCI	4		1	6
7	1		12										12	1	8
9	1	12		RECTIFIER 3	2	30A			30A	2	RECTIFIER 4	12		1	10
11	1		12										12	1	12
13									30A	2	RECTIFIER 5	12		1	14
15															16
17															18
19															20
21															22
23															24
25															26
27															28
29															30
		36	36	FACTORED SUB TOTAL AMPS							FACTORED SUB TOTAL AMPS:	36	36		
											FACTORED TOTAL AMPS:	72	72		

NOTES:
1. ALL CONDUCTORS ARE TYPE THWN (75°C) COPPER, UNLESS NOTED OTHERWISE.
2. MAXIMUM LENGTH OF RUN FOR RECTIFIER CIRCUITS IS 50FT.
3. ASCO INTEGRATED LOAD CENTER INCLUDES 200 AMP MAIN DISCONNECT AND TRANSFER SWITCH FOR PORTABLE OR PERMANENT GENERATOR.
4. RECTIFIER LOADS ARE CONSIDERED TO BE NON-CONTINUOUS, BLOCK HEATER AND BATTERY CHARGER ARE INACTIVE WHILE GENERATOR IS IN USE.
5. IF ADDITIONAL FUTURE LOADS ARE ADDED WHICH CAUSE TOTAL DEMAND TO EXCEED GENERATOR BREAKER SIZE, BACKUP POWER SYSTEM SHALL BE EVALUATED AND UPGRADED AS NECESSARY.

VZW LOAD CALCULATION

LOAD	AMPS
PROPOSED LOAD:	72
TOTAL DEMAND:	72
VOLTAGE: 120/240V SINGLE PHASE 3W 200A	

PANEL SCHEDULE

PREPARED BY
CBVR
TELECOM DESIGN GROUP
6585 N HIMES AVE
TAMPA, FLORIDA 33614
(813) 353-0026
FL CA # 31014

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PROFESSIONAL SEAL
MARIA VICTORIA MARTIN
LICENSE
No. 72397
STATE OF
FLORIDA
PROFESSIONAL ENGINEER
05/05/2026

PREPARED FOR
verizon
7701 E TELECOM PKWY
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PROJECT INFORMATION
5000011325
CITY OF BRADENTON W
2905 59TH ST WEST
BRADENTON, FL 34209

CBVR PROJECT #: VZW.323.26

ISSUED DATES		
#	FOR PERMIT / CONSTRUCTION	05.05.26

SHEET NAME
ELECTRICAL DETAILS

SHEET NUMBER
E-2

Docusign Envelope ID: 0064BAE8-D85B-861F-8165-D5B82D4AFD3F

AGENDA ITEM NO. 6.b

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: August 12, 2026

SUBMITTED BY: Bill Ackles, Clerk

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Florida Department of Revenue - Registration Information Sharing and Exchange (RISE) Program Level-one Agreement Renewal

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Renewal of the Florida Department of Revenue - Registration Information Sharing Exchange (RISE) Program 3 year Agreement for administration of Local Business Taxes and Vacation Rental Registrations.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve Florida Department of Revenue RISE Program Level-one Agreement Renewal.

ATTACHMENTS:
RISE Program Level-one Agreement Renewal

State of Florida
Registration Information Sharing and Exchange (RISE) Program
Level-one Agreement

1. The Florida Department of Revenue (hereafter referred to as the Department), acting in its capacity as coordinator of the Registration Information Sharing and Exchange (RISE) program, and the City of Bradenton (Government Entity) hereby enter into this Agreement for the sharing of certain information as prescribed in Section (s.) 213.0535, Florida Statutes (F.S.), for Level-one participants of the RISE program. This Agreement shall be effective for three (3) years from the date of its execution. This Agreement is in effect when it has been signed and dated by an authorized representative on behalf of the Government Entity and by an authorized representative on behalf of the Department. The Agreement is in effect on the later of the date the Agreement is signed and dated by the Government Entity or by the Department and will remain in effect for three (3) years from the later date.

2. As stated in s. 213.0535(5), F.S., when in receipt of information shared according to this Agreement, the Government Entity shall be bound by all applicable laws imposing confidentiality requirements. These requirements include, but may not be limited to, those stated in s. 213.053, F.S., and Chapter 12-22, Florida Administrative Code (F.A.C.). The Government Entity shall be subject to the same penalties for violation of these requirements as provided in s. 213.053(2), F.S. The Mayor (Title or Position) of the Government Entity, or his/her designee, agrees to take appropriate steps to protect information obtained under RISE and this Agreement from unauthorized disclosure, especially any confidential tax information obtained from the Department.

3. The manager of the Department Service Center serving the Government Entity, or the manager's delegate, shall be the point of contact for receiving confidential tax information requests pursuant to this Agreement.

4. The following minimum procedures must be implemented prior to receiving any confidential tax information from the Department.

   A. Information the Department provides shall only be used for the administration or enforcement of tax or licensing provisions for the laws listed below. Please check the box(es) for which statute(s) this data is being requested.
      - ☐ Chapter 212, F.S., sales and use tax.
      - ☐ Section 125.0104, F.S., tourist development tax.
      - ☐ Section 125.0108, F.S., tourist impact tax.
      - ☒ Chapter 205, F.S., local business taxes.
      - ☐ Section 212.0305, F.S., convention development taxes.
      - ☒ Chapter 509, F.S., public lodging and food service establishment licenses.
      - ☐ Chapter 561, F.S., beverage law licenses.
      - ☐ Chapter 67-930, Laws of Florida, municipal resort tax.

   B. When not being used, the information must be kept under lock and key or other secure manner.

   C. When no longer needed, tax information provided by the Department must be destroyed by shredding, incineration, pulping, or other appropriate means to make the information unreadable. Shredded paper should be 5/16 inch wide or smaller and, if not using a crosscut shredder, paper should be fed into the shredder with lines of print perpendicular to the cutting blades of the shredder. If incinerating, the incinerator should produce enough heat to burn the entire bundle, or the bundle should be separated to ensure all pages are burned. If pulping, the process should reduce all material to particles one inch or smaller.

RISE Program Level-one Information Sharing Agreement

City of Bradenton **/Florida Department of Revenue**

(Print Name of Government Entity)

D. Only authorized employees of the Government Entity with an official use for the information as stated in paragraph A, shall be allowed access to the information. All authorized employees of the Government Entity are responsible for familiarity and compliance with the confidentiality provisions of s. 213.053(2), F.S., as amended, and Chapter 12-22, F.A.C., related to the use of any state tax information received pursuant to this Agreement.

E. The RISE participant must supply a list of authorized employees as stated in paragraph D to the RISE Coordinator of the Department not less than annually by January 31. Such list shall include the name and position of each authorized employee.

F. Each authorized employee as stated in paragraph D is required to execute by January 31 of each year the certification of familiarity with the confidentiality requirements of s. 213.053, F.S., and Chapter 12-22, F.A.C., found in Attachment C of this Agreement. Any person who becomes an authorized employee subsequent to January 31 must execute a separate certification of familiarity. In each instance, all certifications shall be forwarded to the RISE Coordinator of the Department within 15 business days of the hire date or change of employment status.

G. In the event that a person signing this Agreement or an authorized employee leaves employment or changes employment status such that he or she no longer has an official use for the information, the Government Entity must notify the RISE Coordinator within 15 business days of the employee's termination or change of employment status.

5. The Department may conduct on-site security reviews to ensure that adequate procedures are in place to safeguard confidential tax information received under RISE and this Agreement and prevent any unauthorized disclosures of that information.

6. Mutually acceptable techniques and methods of information sharing will be developed when and as required by the operating officials of the respective parties to this Agreement with the overall objective of providing the most useful data, with a minimum of interruption of operating routines, and the least amount of additional expense.

7. Information sharing frequency shall be either monthly or quarterly as specified in Attachment A of this Agreement.

8. The following data elements relating to licensing or registration activity during each period will be exchanged by the parties to this Agreement within 20 days of the end of that month or quarter:

   A. Registrant's, licensee's or taxpayer's name (business and owner).

   B. Mailing address (including ZIP code).

   C. Business location address (including ZIP code).

   D. Telephone number (business and owner).

   E. Federal employer identification number or *social security number.

   *Social security numbers (SSNs) are used by the Florida Department of Revenue as unique identifiers for the administration of Florida's taxes. SSNs obtained for tax administration purposes are confidential under sections 213.053 and 119.071, Florida Statutes, and not subject to disclosure as public records. Collection of your SSN is authorized under state and federal law. Visit our Internet site at **floridarevenue.com** and select "Privacy Notice" for more information regarding the state and federal law governing the collection, use, or release of SSNs, including authorized exceptions.

   F. Business type code (NAICS or SIC code).

RISE Program Level-one Information Sharing Agreement
City of Bradenton **/Florida Department of Revenue**
(Print Name of Government Entity)

G. County code (as provided by the Department).

H. Applicable state or local license or registration number, and any other unique identifying number.

I. Business opening date.

J. Indication if new or re-issuance (not renewals or address changes).

9. Unless otherwise specified in Attachment A to this Agreement, information specified in paragraph 8 of this Agreement shall be provided in a computer processable medium in the format found in Attachment B of this Agreement.

10. No information received by the Department from the Internal Revenue Service shall be disclosed under this Agreement.

11. In the event that the Government Entity fails to fulfill its obligations for participating in the RISE program in accordance with s. 213.0535, F.S., and this Agreement, the Department is authorized to suspend the routine providing of tax information to that entity and, in its role as coordinator of the RISE program, is also authorized to recommend that other participants in the RISE program suspend any information exchange activity with the Government Entity.

Approved:

_____	_____
Deputy Executive Director	Title: Mayor
Florida Department of Revenue	Office: City of Bradenton (Government Entity)
Signed at Tallahassee, Florida,	Signed at _____,Florida,
this _____ day of _____, 20____.	this _____ day of _____, 20____.

RISE Attachment A
for
Level-one Agreement

Name of Local Government: City of Bradenton

Signer of Agreement:
Name: Gene Brown
Title: Mayor
Mailing address: 101 Old Main St - Bradenton, FL 34205
Email address: gene.brown@bradentonfl.gov
Phone: (941) 932-9450

Administrative contact:
Name: William R. Ackles
Title: Local Business Tax Clerk / RMLO
Mailing address: 101 Old Main St - Bradenton, FL 34205
Email address: william.ackles@bradentonfl.gov
Phone: (941) 932-9425

Data processing contact:
Name: Karen Lanke
Title: IT Director
Mailing address: 101 Old Main St - Bradenton, FL 34205
Email address: Karen.lanke@bradentonfl.gov
Phone: (941) 932-9479

Information sharing frequency (select one): x Monthly ____ Quarterly

Type of Computer System: Windows 11

Method of Data Transmission will be Secure Email.

NOTE: Prior approval must be obtained in writing from the Department for use of other than secure email medium for data transmission.

Application should be made to:
RISE Coordinator
Revenue Accounting
Mail Stop 1-3600
5050 W Tennessee Street
Tallahassee FL 32399-0136

Defined area and/or boundaries for data: List all applicable ZIP code(s), and/or county code(s).

34205; 34208; 34209 & 34210

Authorized signature:_____ Date:_____

RISE Attachment B for Level-one Agreement

1. General Information:

A. All numeric fields are in unpacked format, preceded with zeroes, right justified, and zero-filled when not used.
B. All alphanumeric fields are to be left justified and space-filled when not used.
C. The attached Magnetic Media Transmittal should be completed and returned with the CD ROM or diskette.
D. It is the policy of the Florida Department of Revenue to erase all data from the magnetic media prior to returning, unless requested.

RISE Participant's File Description as of July 2004

Position	Field Name	Length of Field
1 – 80	Mailing Name	80 characters.
81 – 81	delimiter	1 character.
82 – 121	Mailing Address	40 characters.
122 – 122	delimiter	1 character.
123 – 148	Mailing City Name	26 characters.
149 – 149	delimiter	1 character.
150 – 151	Mailing State Name	2 characters.
152 – 152	delimiter	1 character.
153 – 161	Mailing ZIP Code	9 numbers.
162 – 162	delimiter	1 character.
163 – 172	Mailing Phone Number	10 numbers.
173 – 173	delimiter	1 character.
174 – 253	Business Location Name	80 characters.
254 – 254	delimiter	1 character.
255 – 294	Business Location Address	40 characters.
295 – 295	delimiter	1 character.
296 – 321	Business Location City	26 characters.
322 – 322	delimiter	1 character.
323 – 324	Business Location State	2 characters.
325 – 325	delimiter	1 character.
326 – 334	Business Location ZIP Code	9 numbers.
335 – 335	delimiter	1 character.
336 – 345	Business Location Phone Number	10 numbers.
346 – 346	delimiter	1 character.
347 – 355	FEI or SSN Numbers	9 numbers.
356 – 356	delimiter	1 character.
357 – 357	FEI - SSN Indicator	1 number.
	1 = Federal Employer Identification.	
	2 = Social Security Number.	
358 – 358	delimiter	1 character.
359 – 362	Standard Industry Code (SIC)	4 numbers.
363 – 363	delimiter	1 character.
364 – 368	NAICS Code (new standard to replace SIC code)	5 numbers.
369 – 369	delimiter	1 character.
370 – 371	County Code	2 numbers.
372 – 372	delimiter	1 character.
373 – 374	Kind Code (state business description)	2 numbers.
375 – 375	delimiter	1 character.
376 – 388	Sales Tax SAP Certificate Number (Total 13 numbers).	
	Note: Exist no matter if account created before or after March 2003.	
	County Code	2 numbers.
	Value 8 (8 means it's an SAP certificate number)	1 numbers.
	Contract Object	9 numbers.
	Check Digit	1 number.
389 – 389	delimiter	1 character.
390 – 402	Old Sales Tax Certificate Number (Total 13 numbers).	
	Note: Only exist if created before March 2003; otherwise all zeros.	
	County Code	2 numbers.
	City Code	2 numbers.
	Account Number	6 numbers.
	Kind Code	2 numbers.
	Check Digit	1 number.
403 – 403	delimiter	1 character.
404 – 411	Business Open Date (CCYYMMDD Format)	8 numbers.
	Note: Date business registered with the State of Florida.	
412 – 412	delimiter	1 character.
413 – 432	Blank Spaces (for RISE participant's use)	20 characters.
433 – 433	End-of-File-Marker	Number Zero.

Delimiter is the ^ character (located above the number six key on a standard PC-Keyboard).

RISE Attachment C for Level-one Agreement
Revenue Information Sharing and Exchange (RISE)
Program Participant Certification for
Access to Confidential State Tax Information

I hereby certify that I have read and understand the following:

1. Section 213.053, F.S., makes state tax information in the possession of the Department confidential except for official tax administration purposes.

2. Violation of confidentiality requirements found in s. 213.053(2), F.S., is a first degree misdemeanor, punishable, as stated in ss. 775.082 and 775.083, F.S.

3. When in receipt of state tax information from the Department, RISE participants and their authorized employees, and certified public accountants contracted pursuant to ss. 125.0104 and 212.0305, F.S., are subject to the same requirements of confidentiality and the same penalties for violation of those requirements as the Department.

4. No federal tax information will be made available.

5. Confidential state tax information must be kept under lock and key when not being used.

6. State tax information may be used for official tax administration purposes only.

7. When no longer needed, this information will be returned to the department, or destroyed according to the agreement.

8. Only authorized employees of the RISE participant listed on the attached sheet, or any certified public accountant contracted pursuant to s. 125.0104 or 212.0305, F.S., with an official need and use, will be allowed to request, receive, and review state tax information.

Gene Brown	Mayor
(Name) Signer of RISE Agreement	(Title of Signer)
(Signature)	(Date)

As an authorized employee of the RISE Participant, I hereby certify that I am familiar with the confidentiality requirements of s. 213.053, F.S., and aware of the criminal penalties for the unauthorized disclosure of state tax information punishable as stated in ss. 775.082 and 775.083, F.S. I understand that state tax information received from the Department may be used by listed staff of the Government Entity and for official tax administration purposes only.

Name (Print or Type)	Official Title	Signature	Date
William R. Ackles	Business Tax Clerk / RMLO		
Karen Lanke	IT Director		
Corey Fortin	Policy, Planning, Procedures & Real Estate Admin.		
Marivel Hernandez	Vacation Rental & Business Tax Clerk		

(Attach additional sheets if necessary)

AGENDA ITEM NO. 6.c

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: August 12, 2026

SUBMITTED BY: Tamara Melton, Clerk

ITEM TYPE: Minutes

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Minutes from the July 22, 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 July 22, 2026, City Council meeting.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the minutes from the July 22, 2026, City Council meeting.

ATTACHMENTS:
7-22-2026 City Council Meeting Minutes

CITY OF BRADENTON
CITY COUNCIL MEETING MINUTES
July 22, 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, July 22, 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; Josh Cramer, 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; and Scott Rudacille, City Attorney.

The pre-meeting invocation was led by Lead Pastor, Rev. Dr. Joe Lemmons with Calvary Baptist Church.

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

The meeting was called to order by Mayor Gene Brown at 8:32 a.m.

PROCLAMATIONS:

a) Legislative : Judge Gilbert Smith Day

Judge Gilbert Smith accepted the proclamation and thanked the City for the recognition. He spoke about his love for the City of Bradenton and Manatee County.

PRESENTATIONS:

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

Danielle Boyle, Brown and Brown, gave a presentation on insurance renewal information for 2026-2027. She offered recommendations on Group Medicare, supplemental insurance, stop loss, and pharmacy coverages.

MOTION TO CHANGE FROM THE FLORIDA BLUE GROUP MEDICARE ADVANTAGE PLAN OVER TO THE HUMANA GROUP MEDICARE PLAN FOR A 5.7% SAVINGS WITH A DEADLINE FOR EMPLOYEES AND RETIREES TO SWITCH CARRIERS ON OCTOBER 1, 2026, was made by Councilman Schuessler and seconded by Vice Mayor Kocher. The motion passed 5-0.

MOTION TO REPLACE ALLSTATE AND AFLAC SUPPLEMENTAL INSURANCE OPTIONS WITH SUNLIFE SUPPLEMENTAL INSURANCE COVERAGE OPTIONS was made by Councilman Schuessler and seconded by Councilwoman Barnebey. The motion passed 5-0.

MOTION TO SWITCH FROM HM INSURANCE OVER TO SUNLIFE FINANCIAL FOR STOP LOSS COVERAGE was made by Councilwoman Coachman and seconded by Vice Mayor Kocher. The motion passed 5-0.

MOTION TO MOVE PHARMACY COVERAGE FROM RX BENEFITS OPTUM RX TO MPA MEDIMPACT was made by Councilman Schuessler and seconded by Vice Mayor Kocher. The motion passed 5-0.

MOTION TO APPROVE 5.6% RATE INCREASE FOR EMPLOYEES AND THE CITY OF BRADENTON was made by Councilwoman Barnebey and seconded by Vice Mayor Kocher. The motion passed 5-0.

MOTION TO CHANGE FLEXIBLE SAVINGS ACCOUNT (FSA) AND HEALTH SAVINGS ACCOUNT (HSA) ADMINISTRATOR FROM HEALTH EQUITY TO MEDCOM was made by Councilman Schuessler and seconded by Vice Mayor Kocher.

Mayor Brown called a recess at 9:53 a.m. and then reconvened the meeting at 9:59 a.m.

CITIZEN COMMENT: None.

CONSENT AGENDA:

a) Administrative Services: Resolution 26-51 - State Housing Initiatives Partnership (SHIP) Housing Rehabilitation Loan
b) Administrative Services: Resolution 26-52 - State Housing Initiatives Partnership (SHIP) Housing Rehabilitation Loan
c) Administrative Services: Resolution 26-58 - Amended SHIP 2023-2026 Local Housing Assistance Plan (LHAP)
d) Administrative Services: Resolution 26-59 - Amended SHIP 2026-2029 Local Housing Assistance Plan (LHAP)
e) Administrative Services: Resolution 26-62 - State Housing Initiatives Partnership (SHIP) Housing Rehabilitation Loan
f) City Administration: Resolution 26-61 - Revised Inventory List of Surplus Property
g) City Administration: Second Amendment to Purchase and Sale Agreement between City of Bradenton and PHBGF Ventures, LLC
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
j) Clerk: Minutes from the June 10, 2026, City Council Meeting
k) Community Redevelopment Agency: Designation of 530 13th Street West as a Historically Relevant Site
l) Finance: Budget Adjustment BA26-05

m) Finance: CS&L Annual Audit 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)
p) Public Works & Utilities: Change Order No. 1 for the 20" Force Main Offset at 59th Street West and 21st Avenue West
q) Public Works & Utilities: Change Order No. 1 for Manhole Lining
r) Public Works & Utilities: Repair of the Existing Bar Screens at the Water Reclamation Facility (WRF)
s) Public Works & Utilities: Work Assignment for 23rd Street East Stormwater Improvements
t) Public Works & Utilities: 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)
v) Public Works & Utilities: Work Assignment for a Seawall Feasibility Study
w) Public Works & Utilities: 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
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.
z) Purchasing: Agreement for Water Reclamation Facility Electrical Capacity and Emergency Evaluation with McKim and Creed, Inc.
aa) Purchasing: 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.
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.
ad) Purchasing: Fourth Contract Extension of PB-22-041MK with Thatcher Chemical of Florida, Inc.
ae) Police: Acceptance of the 2026 High Visibility Enforcement (HVE) Grant

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

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.

Jamie Schindewolf, Senior Planner, summarized details and the history of the project. She explained that the applicant was seeking approval for a residential development containing 98 residential units comprised of a mixture of four-unit and six-unit townhomes. This application was a continuance from a previously denied application.

Staff Report:

> *"The revised request increases the amount of open space within the project and enhances the recreational area. However, it does not change the Page 10 of 16 Case: PLN-MAJ-26-0001 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."*

Kyle Grimes, attorney with Grimes Galvano, PL, and representing Jordan Creek East LLC, addressed the concerns and changes that were made for the reconsideration of the project. He spoke about traffic patterns and the market demand for town homes over duplexes.

Josh Law, Agent for Jordan Creek at Bradenton East, summarized the details of the property. He discussed the changes made to the project from the previously denied application.

Theo Petritsch, Director of Transportation Services with Landis Evans, spoke about the traffic concerns associated with the project. In addition to the previous study, Mr. Petritsch researched alternative streets located near the project for traffic concerns.

Ms. Schindewolf pointed out that the renderings that were shown were not those included in the agenda packet and said if Council required that the project reflect those renderings, a stipulation needed to be added. She provided information from Public Works that reflected concerns about driveways and backflow preventer placement.

Matt Morris, engineer with Pape-Dawson, clarified that any renderings shown were preliminary and the development would comply with any requirements.

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

Those who spoke in opposition to Resolution 26-28:

- Sandra Lohr, 3227 12th Ave East
- Susie Copeland 1010 27th Street E
- Dean Jorgensen, 1107 Tropical Drive

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

Mr. Grimes reiterated that stipulations could be added to ensure Council's directives were met. He also addressed traffic concerns and restated the reason for transitioning the development to townhomes.

MOTION TO DENY THE APPLICATION was made by Councilwoman Barnebey and seconded by Councilwoman Coachman. The motion passed 5-0.

Scott Rudacille, City Attorney, stated he would make modifications to the denial resolution and bring the final draft to Council at the August 12, 2026, meeting.

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.

Lance Williams, Deputy City Administrator and Chief Operating Officer, explained that Resolution 26-60 was the final assessment resolution for the Ironwood Water Main Replacement project. He reported that the project was progressing well.

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

Carlos Hernandez, Ironwood resident and President of the Ironwood Community Association (ICA), stated he was happy with the progress of the project and asked about the difference in the assessment amounts on the notices he received.

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

Mr. Williams explained that the amounts on the notices represented an estimated range, and the final totals varied based on accrued interest, maintenance costs, and administrative fees over the repayment period.

MOTION TO APPROVE RESOLUTION 26-60 was made by Councilwoman Barnebey and seconded by Vice Mayor Kocher. The motion passed 5-0.

NEW BUSINESS BY DEPARTMENT HEADS, CITY ATTORNEY AND COUNCIL:

a) Event Review Committee: Manatee River Turkey Trot

Kelly Thomas, Legislative Aide and Event Review Coordinator, provided details of the Manatee River Turkey Trot event plans. She stated that the event required approval from the Florida Department of Transportation (FDOT) and the City of Palmetto. She concluded that staff recommended approval with stipulations.

MOTION TO APPROVE THE MANATEE RIVER TURKEY TROT EVENT APPLICATION AS PRESENTED was made by Councilwoman Barnebey and seconded by Vice Mayor Kocher. The motion passed 5-0

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

This item was pulled from the agenda and would be brought forward at a later date.

Work Assignment for 8th Avenue West Redundant Pipeline

Mr. Williams explained the urgency of the work assignment and explained that he forwarded all the documentation to Council prior to the meeting.

Kristofer Eccles, Senior Engineering Manager, explained the process of installing the pipeline and the ability to save costs if the item was approved today.

MOTION TO AUTHORIZE CITY ADMINISTRATION TO MOVE FORWARD WITH THE WORK ASSIGNMENT FOR 8TH AVENUE WEST HSPS REDUNDANT PIPELINE was made by Councilwoman Coachman and seconded by Councilman Schuessler. The motion passed 5-0.

UNFINISHED BUSINESS: None.

COUNCIL REPORTS:

Vice Mayor Kocher gave kudos to all involved with the Independence Day event, United on the Manatee River, and that she enjoyed attending.

Councilwoman Barnebey said she had a wonderful time at the Independence Day event and announced that July 24, 2026, would be Christmas in July at the Marauder's game at LECOM Park. She shared her condolences for the families of Earnest Field Sr. and Ronnie Grubbs. She spoke about her recent trip to Madura, North Dakota where she volunteered with the National Parks Foundation and visited the Theodore Roosevelt Presidential Library.

Councilman Schuessler thanked the City staff for their hard work during the busy summer season. He shared that he recently spoke with residents about neighborhood maintenance, infrastructure, responsible development, and everyday issues. He encouraged everyone to continue to support local businesses because he felt they were a part of what makes Bradenton a special place.

Councilwoman Gonzalez Moore stated she planned to attend the Florida League of Cities conference in August and looked forward to sharing what she learns when she returns.

Councilwoman Coachman expressed her appreciation for all City staff and the great job they do. She talked about her busy summer and reminded everyone that school will be starting again soon.

Mayor Brown spoke about the Independence Day event and the spectacular job done by everyone. He gave his condolences to the families of Ronnie Grubbs and Bob Bowling and shared memories of Ronnie Grubbs from his childhood.

DEPARTMENT HEAD REPORTS:

Robin Singer, Planning and Community Development Director, reported that she and Assistant Director, Greg DeLong, were participating in the Advanced Air Mobility Task Force. She outlined the task force's vision plan and mentioned other participating municipalities.

Josh Cramer, Police Chief, said he felt very fortunate for the opportunity to attend the FBI National Academy. He shared that the experience was deeply rewarding and provided him with valuable knowledge and professional insight to bring back to the Police Department.

Tim Geer, Fire Chief, spoke about grant funding and he just returned from the Florida Fire Chiefs' Association Executive Development Conference.

The meeting was adjourned by Mayor Gene Brown at 12:28 p.m.

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

AGENDA ITEM NO. 6.d

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: August 12, 2026

SUBMITTED BY: Tamara Melton, Clerk

ITEM TYPE: Minutes

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Minutes from the July 23, 2026, City Council Budget Workshop

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Minutes from the July 23, 2026, City Council Budget Workshop.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the minutes from the July 23, 2026, City Council Budget workshop.

ATTACHMENTS:
7-23-2026 City Council Budget Workshop Minutes

CITY OF BRADENTON
CITY COUNCIL BUDGET WORKSHOP MINUTES
July 23, 2026
1:00 P.M.

The City of Bradenton City Council met in the City Hall Council Chamber, 101 Old Main Street, Bradenton, Florida, at 1:00 p.m. on Thursday July 23, 2026.

Present: Mayor Gene Brown; Vice Mayor 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 and Chief Operating Officer; Tim Geer, Fire Chief; Josh Cramer, Police Chief; Irvin Lee, Public Works & Utilities Director; Robin Singer, Planning & Community Development Director; Nilsa Taylor, Administrative Services Director; Heidi Warnemunde, Finance Director; Karen Lanke, IT Director; Tamara Melton, City Clerk; and Scott Rudacille, City Attorney

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

Citizen Comment: None.

FY 2026-27 BUDGET PRESENTATION:

Lance Williams, Deputy City Administrator and Chief Operating Officer, stated that his presentation would be a high-level overview of the proposed budget and more details would follow at the second workshop.

Mr. Williams presented the Preliminary Budget Proposal for Fiscal Year 2026-2027 which included:

- FY 2025 Independent Financial Audit Results
- FY 2026-2027 Total Proposed Budget (Including Projected Revenue and Expenses)
- General Fund Budget/Reductions
- Ad Valorem year over year comparison
- Water and Sewer Fund Budget/Reductions/Operating Revenues/Expenses
- Expectations for August 19, 2026, Budget Workshop

Mayor Brown spoke about the relationships the City built over the last six years to secure grant funding and putting the right team in place to succeed.

Mayor Brown adjourned the workshop at 1:38 p.m.

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

AGENDA ITEM NO. 6.e

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: August 12, 2026

SUBMITTED BY: Kelly Thomas, Event Review Committee

ITEM TYPE: Special Event

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Bishop Gala Road Closure

SUGGESTED ACTION: The Event Review Committee recommends the following stipulations: Road closure for Saturday, November 7th only. The parking strip located alongside Bishop will be blocked off for truck unloading and loading from 10 a.m. - 3 p.m. The Bradenton Police Department Extra Duty Officers will be onsite to assist traffic flow. The entire roadway will be closed from the City Hall surface lot entrance to Barcarrota Boulevard from 3 p.m.-midnight. Traffic will be monitored and rerouted by Bradenton Police Department Extra Duty Officers onsite.

The request for road closure on Friday, November 6, 2026 would be denied.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Bishop Museum has requested a road closure (10th Street West area) for November 6 and November 7, 2026. The museum hosts a gala and wishes to use the roadway area for loading, unloading and Uber use for their guests. The gala activities are held on their property. The application is for roadway use only. The event is November 7th. The event has an expectation of 300 guests.

FINANCIAL IMPACT:

N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the Bishop Gala road closure for November 7, 2026, with stipulations recommended by staff.

ATTACHMENTS:
Application and Revised Site Plan

No Activities in Roadway. Loading/unloading only.

SPECIAL EVENT PERMIT APPLICATION

Event on private property. This is for Road closure only in front of Bishop.

Application Information

Organization Name: The Bishop Museum of Science and Nature Date of Application: 6/8/2026

Contact Name: Mark T. Schroeppel, EdD Contact Phone 1: 941-724-6981

Contact Email: [redacted] Contact Phone 2: 941-746-4141, ext 138

Address: 201 10th Street West

City: Bradenton State: FL Zip: 34605

Event Information

Name of Event: The Bishop Annual Gala-2026 Event Date: 7 November 2026

Purpose of Event: Annual Gala and Fundraiser (Road Closure Portion Only)

Description of Event: Evening event, live music, dancing, dinning, valet parking and alcohol with 300 in attendance

Event Location: 201 10th Street West, Bradenton FL, the Bishop Museum of Science and Nature

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): N/A	

	Date	Day	Start Time	End Time	Anticipated Attendance
Setup	6 November	Friday	0800 am	5pm	30
Event Day 1	7 November	Saturday	10am	12pm	300
Event Day 2					
Event Day 3					
Break Down	8-10 November	Sunday-Tuesday	9am	5pm	30

Number of years event has been held: 12 Past Attendance: 350

Bishop Only Event-Road Closure 10am-midnight

(03/2022)

Is there a fee to attend the event? X Yes No Is the event open to the public? Yes No

Will any tents be used for the event? Yes No XX

Tent Size	Number of Tents	Tent Location

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 XX No

Will the event require electricity? Yes X No Type of electrical power: On site commercial

Will a generator be used? Yes X No Size of generator: _____

Will gas equipment be used? Yes No Type of fuel source: Food truck

Vendor Information

Will the event offer food? X Yes No

Where will the food be prepared? Off site

Will cooking equipment be used? Yes X No

Method/type of cooking equipment

Charcoal grills X Food trucks Fryers X Propane grills X Warmers/Sternos

Will there be alcohol at the event? XX Yes No

Note: Alcohol will require an additional permit.

Event Entertainment

Will the event feature entertainment? XX Yes No

Will amplified sound equipment be used? X Yes No

Will musical entertainment be used? XX Yes No

Please describe any type of entertainment and sound equipment.

Live local band, on stage with normal amplification

Are fireworks planned? Yes X No Note: Fireworks will require an additional permit.

Are live animals planned to be at the event? Yes XX No

Describe any additional event activities.

(03/2022)

Event Housekeeping

CITY SERVICES REQUESTED

Electricity Needed? Yes XXNo

Solid Waste Service? Yes XNo

Contact: Electrical Department (941) 465-4923 and/or Sanitation (941) 708-6342

TEMPORARY SANITARY/PORTABLE TOILETS

Will temporary sanitary facilities be provided? Yes XXNo

Please indicate how many and location on required site plan. 0 required

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.

Road closure only

I, Mark Schroeppel, applicant/event organizer for Bishop Gala (event), scheduled for (date&hours), 7 Nov 2026, from 10am to Midnight, hereby agrees to all conditions and regulations set forth in the event guide, application, and contract as adopted by City Council.

MSchroeppel
Signature of Applicant/Event Organizer

The Bishop Museum of Science and Nature
Organization

Mark T. Schroeppel, Director of Facilities
Typed or Printed Name and Title

6/8/26
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

The Bishop Museum of Science and Nature
Organization

ANDREW SANDS, CEO
Typed or Printed Name and Title

6/8/26
Date

(03/2022)

CITY OF BRADENTON
SPECIAL EVENT REQUEST
FOR TEMPORARY CLOSING OF CITY STREET(S)

Name of Requestor: Mark Schroeppel, EdD

Name of Organization: The Bishop Museum of Science and Nature

Street Address: 201 10th Street West

City: Bradenton State: FL Zip: 34205

Telephone: 941-724-6981 or back up: 941-746-4131 Email: [redacted]

Name of Event: THe Bishop Museum's annual gala.

Start Date: 7 Nov 2026 End Date: 7 Nov 2026 Start Time: 10am End Time: Midnight

Proposed roads to close (specific locations, include map):

Partial Closure of 10th Street West between 1st Ave and 3rd Ave Bradenton FL, leaving access to the city garage and the museums parking lot (at the South of the Museum compound) from 1st Ave.

Proposed detour route (include alternative road and map):

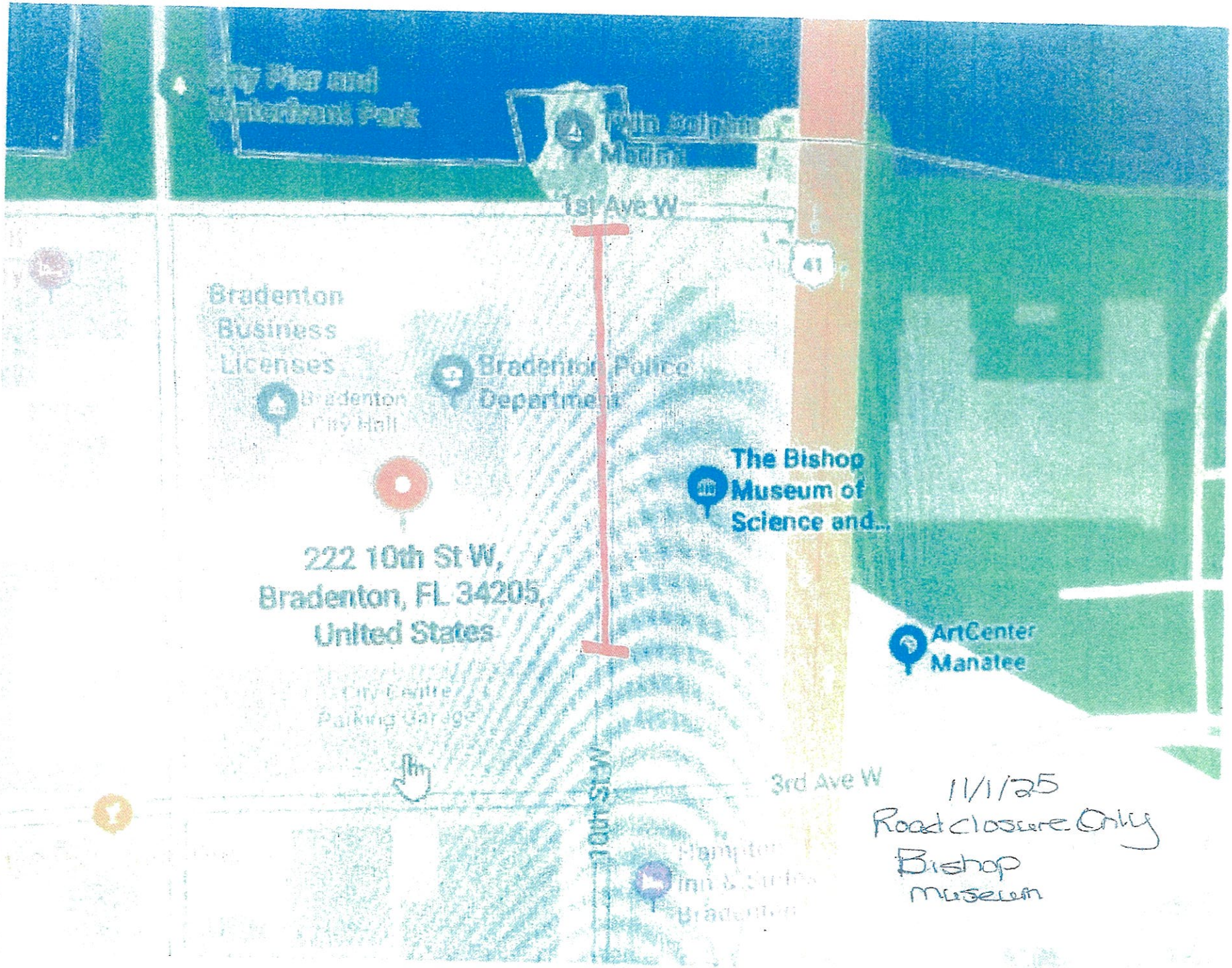
The use of 1st Street West for access to and from 1st Ave and 3rd Ave.

See attached map.

Additional notes and comments:

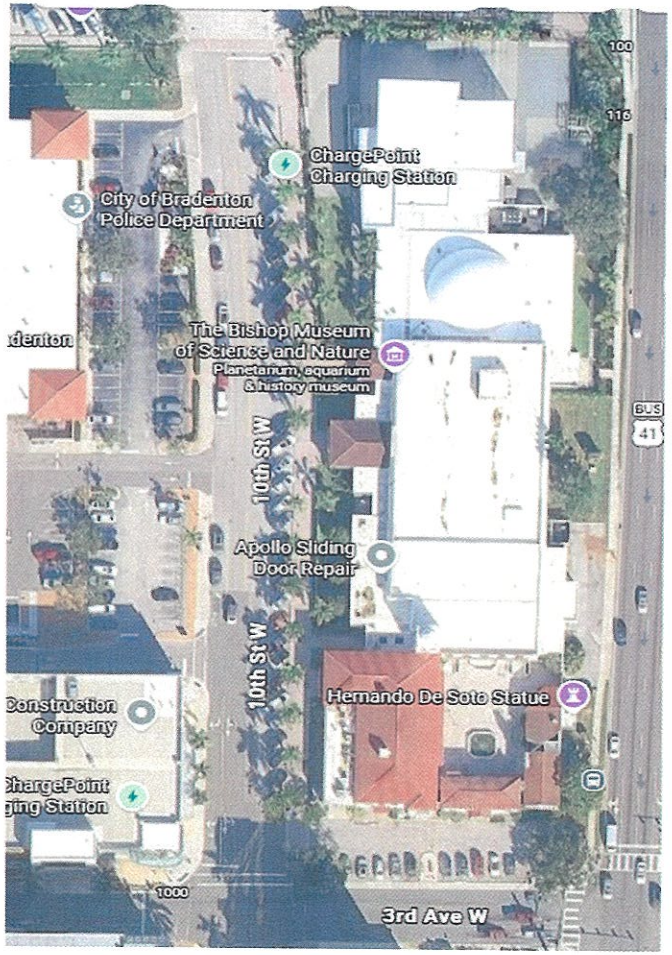
Request the street barriers provided by the city be installed at 10am on Saturday morning, and removed anytime Sunday or Monday. Museum staff will remove barriers from the street around midnight following the event.

(03/2022)


1st Ave W
41
Bradenton
Business
Licenses
Bradenton
City Hall
Bradenton Police
Department
The Bishop
Museum of
Science and...
222 10th St W,
Bradenton, FL 34205,
United States
ArtCenter
Manatee
City Centre
Parking Garage
3rd Ave W
Main St
11/1/25
Road closure Only
Bishop
Museum

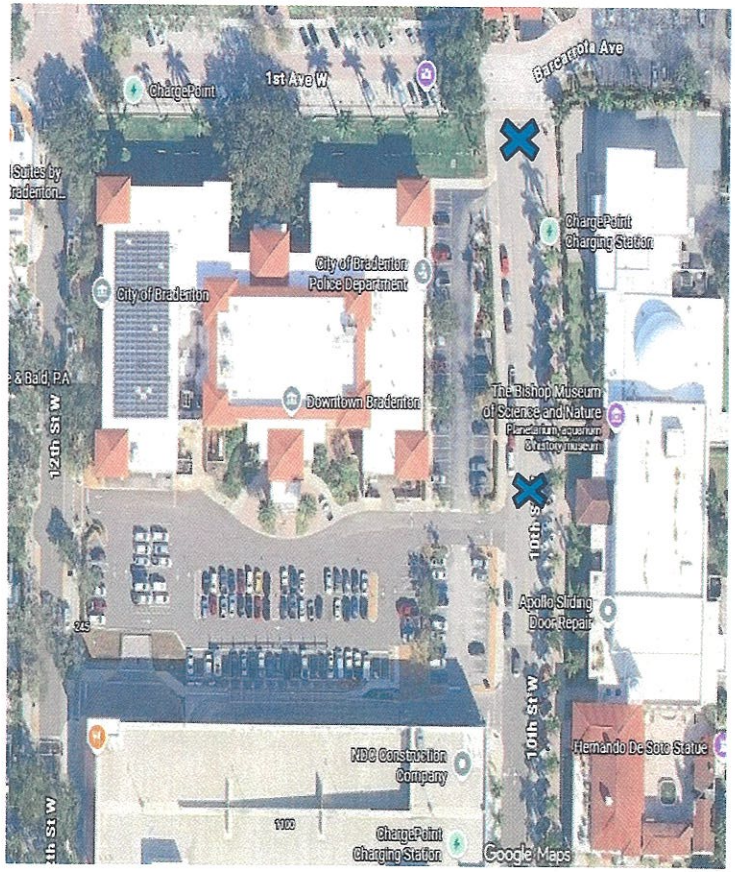
Bishop Road Closure Request
Adjusted Site Plan – Event
Review Committee
November 7, 2026

10 a.m. – 3 p.m. Only
Closure area will be in the **parking spots** located in front of Bishop Museum only. The roadway will remain open and monitored by BPD Extra Duty Officers.



3 p.m.-Midnight Only
Closure area will be from the COB surface lot to Barcarrota. Traffic will reroute via the City's surface lot. BPD Extra Duty Officers will monitor the road closure area.

X – Road Barricades



AGENDA ITEM NO. 6.f

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: August 12, 2026

SUBMITTED BY: Kelly Thomas, Event Review Committee

ITEM TYPE: Special Event

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Bradenton Public Market

SUGGESTED ACTION: The Event Review Committee recommends approval with the following stipulations: 2 Bradenton Police Department Extra Duty Officers, 3 Public Works Extra Duty Staff, market closure time at Noon on April 24, 2027 only, and compliance of all COB Special Event Standards.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Realize Bradenton has submitted an application for the Bradenton Public Market (Saturdays, 10/3/26-5/29/27). The market has an expectation of 2,500 in attendance and offers a variety of local vendors and musicians for all to enjoy.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the Bradenton Public Market with the stipulations recommended by staff.

ATTACHMENTS:

Application and Site Plan

SPECIAL EVENT PERMIT APPLICATION

Application Information

Organization Name: Realize Bradenton Date of Application: 5/26/26

Contact Name: Karen Corbin Contact Phone 1: 941-301-8445

Contact Email: [redacted] ontact Phone 2: 860-214-7763

Address: 1015 Manatee Ave W

City: Bradenton State: FL Zip: 34205

Event Information

Name of Event: Bradenton Public Market Event Date: 10/3/26 - 5/29/27

Purpose of Event: Activate Old Main St. Support Jun. Bus.

Description of Event: Market of local vendors + musicians

Event Location: Old Main St.

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		Saturdays	6am	9am	
Event Day 1		Saturdays	9am	2pm	2,500
Event Day 2					
Event Day 3					
Break Down		Saturdays	2pm	3pm	

Number of years event has been held: 14 Past Attendance: 2-3,000

(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	100	Old Main St., 3rd Ave +
		4th Ave

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: Power Cords

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? On and off site

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.

Solo + Trio musicians by small amp.

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.

(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, Karen Corbin, applicant/event organizer for Public Market (event), scheduled for (date&hours), 10/3/26-5/29/27, from 9am to 2pm, 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 — Realize Bradenton

Organization

Karen Corbin - Exec. Dir. — 5/26/26

Typed or Printed Name and Title — Date

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY

I, the undersigned, will indemnify, defend, and hold harmless the City of Bradenton, its agents, employees, officers, and any and all other associated, from and against any and all actions, in law or in equity, from liability or claims for damages, demands, or judgement to any person or property which may result now or in the future from the conduct of this event.

The undersigned agrees to abide by all Event Approval Standards set forth in the guide (see pages 7 to 9).

The undersigned has read and voluntarily signed the Release and Waiver of Liability and Indemnity Agreement, and further agrees that no oral representations, statements, or inducements apart from the foregoing written agreement have been made.

Signature of Applicant/Event Organizer — Realize Bradenton

Organization

Karen Corbin - Exec. Dir. — 5/26/26

Typed or Printed Name and Title — Date

(03/2022)

CITY OF BRADENTON
SPECIAL EVENT REQUEST
FOR TEMPORARY CLOSING OF CITY STREET(S)

Name of Requestor: Karen Corbin

Name of Organization: Realize Bradenton

Street Address: 1015 Manatee Ave W

City: Bradenton State: FL Zip: 34205

Telephone: 860-214-7763 Email [redacted]

Name of Event: Bradenton Public Market

Start Date: 10/3/26 End Date: 5/29/27 Start Time: 6am End Time: 3pm

Proposed roads to close (specific locations, include map):

- Old Main St from Manatee Ave W to Westminster
- 3rd Ave W from Parking garage to 13th St. W.
- 4th Ave W from Parking garage to 13th St. W.

Proposed detour route (include alternative road and map):

Additional notes and comments:

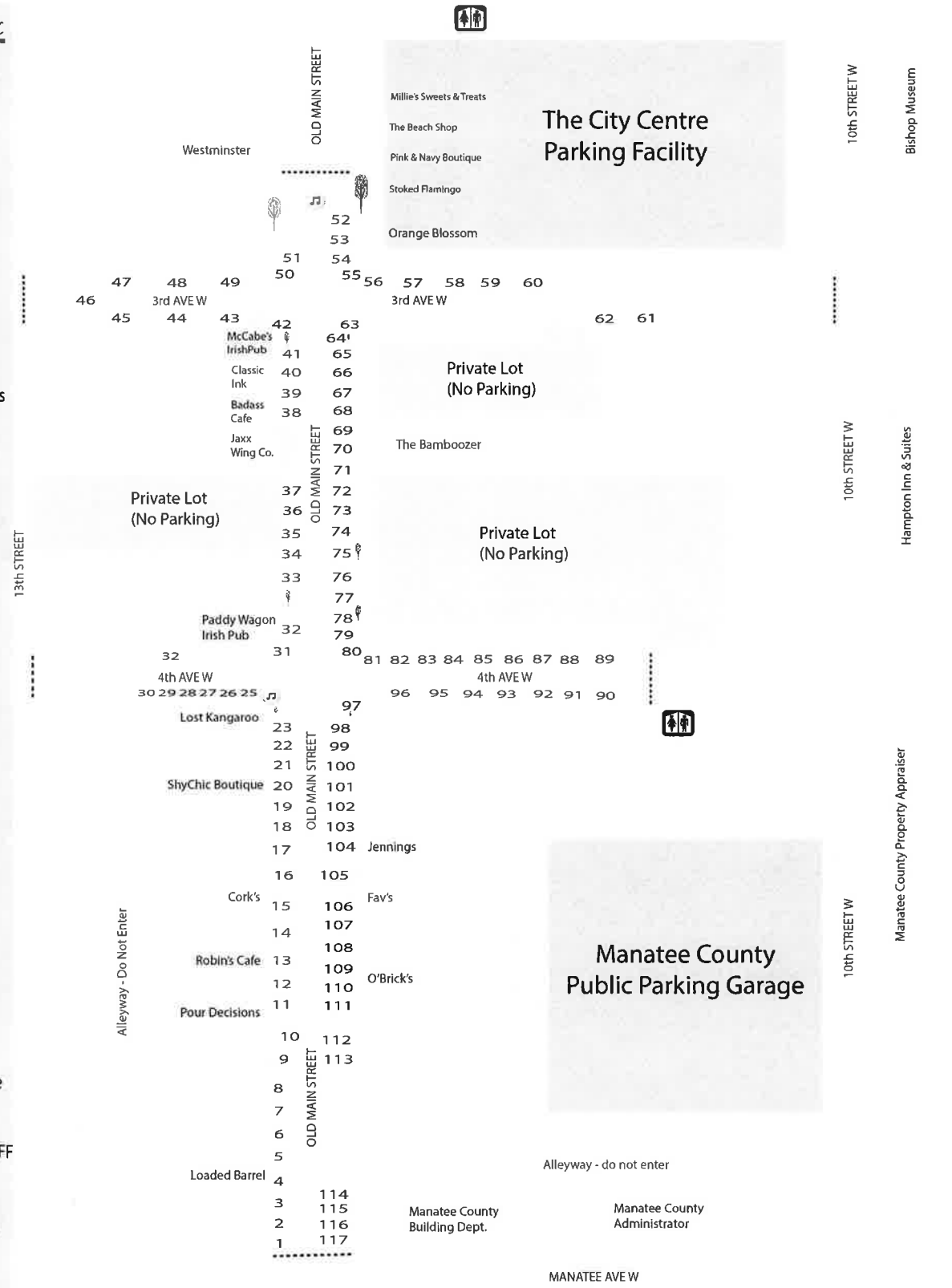
(03/2022)

BRADENTON PUBLIC MARKET

May 23, 2026
9am-2pm

(PT) = Part Time Vendor

1 Very Wang Pearls
2 Very Wang Pearls
3 PT: TAS Colorful Creations
4 Classy Nail Files
5 Torn Glass
6 PT: Elena Nash Artworks
7 JoLon Bath & Body
8 PT:
9 Community
10 Community
11 PT: Paper Moon Origami
12 Finn's Smoked Fish Dips
13 Robin's Cafe
14 PT: TDog Chunky Handknits
15 PT: Urbanite Theatre
16 Tay's Clay
17 Pure FL Honey
18 Friends Product
19 PT:
20 Your CBD /SunMed
21 Boombacha
22 Bromeliads Galore
23 Comm.: HotWorx
24 Music: Bill Vinhage
25 Canis Major Studios
26 A Bark Above Dog Bakery
27 PT: Copper Dog Books
28 PT: Coconut Bar
29 FEWD Tent
30 FEWD Tent
31 Comm.:
32 PT: Jeri Lambdin Wreaths
33 PT: Creatrix Emporium
34 PT: A. Parlin Project
35 Shell Florals
36 Sunshine Canning
37 Papaya Tree Imports
38 MyRattan Studio
39 Comm.: School District
40 Comm.: Soar in 4
41 Ochre + Co.
42 OPEN
43 Sooper Dooper Bikes
44 Comm.:
45 Comm.:
46 Comm.:
47 Comm.:
48 PT:
49 PT:
50 Rockman Studio
51 Pilar's Empanadas
52 Community
53 Community
54 PT: Orange Blossom Coffee
55 Uncle Dave's Kettle Korn
56 Miguel's Bay Publishing
57 Crust N' Crumb
58 Sea Gals Salty Treasures OFF
59 PT:
60 PT:
61 Half Plate Catering
62 Come Under the Yum Yum
63 Maggie's Farm
64 PT:
65 Grow Again Orchids
66 PT: The Glass Fairy
67 Painting by Parrott
68 Barkity Market
69 Davis Custom Creations
70 PT: Catwalk Fiber Arts
71 PT: Woodcraft by Charles
72 Pa's Peanuts
73 Wow Wagon
74 PT: Clementine's
75 PT: Louve Lavande Apoth.
76 Petrichor
77 PT: Jonna Momma Art
78 SNAP/FAB/EBT
79 The Bakehouse Boutique



80 Brewed Monday Coffee, LLC
81 Gifts from the Sea by AC
82 I Love Bags
83 I Love Bags
84 PT:
85 PT:
86 Sticks & Stones OFF
87 Sticks & Stones OFF
88 Bahko Eyewear OFF
89 Bahko Eyewear OFF
90 OPEN
91 OPEN
92 Follow My Art
93 PT:
94 PT: Caregive Woodturning
95 Captain Crab Cake
96 Youth Booth: Bekah Bunny
97 Market Info Booth
98 Olive Branch & More
99 Olive Branch & More
100 Circle 6 Farm
101 Comm.: Milex Mr. Transmission
102 Kristin's Cookie Chronicles
103 Spare Kitchen
104 Jennings
105 DBTB OFF
106 Milagros Produce
107 Milagros Produce
108 Baba's Baked Goods
109 Comm.: Dill Dinkers SRQ
110 Marilyn's Toffee
111 Wicks N Wax
112 Untamed Tallow
113 Hofmann's Liquor Cakes
114 King of all Guacamoles
115 PT:
116 PT: Bagels
117 Azure Blue Gift Emporium

BRADENTONPUBLICMARKET.COM

AGENDA ITEM NO. 6.g

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: August 12, 2026

SUBMITTED BY: Kelly Thomas, Event Review Committee

ITEM TYPE: Special Event

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Fire Charity Fishing Tournament and Festival

SUGGESTED ACTION: Event Review Committee recommends approval with the following stipulations:

- 1 Bradenton Police Department Extra Duty Officer (Overnight Duty - All Nights)
- 3 Bradenton Police Department Extra Duty Officers (Saturday and Sunday)
- 2 Public Works Extra Duty Sanitation Staff (Saturday and Sunday)
- 1 Public Works Extra Duty Staff (Saturday and Sunday)
- 2 Mandatory Planning Meetings with Fire Marshall and Event Sponsor (Fireworks)
- 2 Port-o-Let Trailers Onsite (ADA Compliant)
- West Side Usage of Day Dock Only
- Event Sponsor to provide Day Dock Security during event.
- Usage of the BPD Marine Unit Vessel (Fee will apply.)
- Compliance of all COB Special Event Standards.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
FCF Foundation Inc. requests to host their fishing tournament and festival on June 11-13, 2027, on Riverwalk. The event has multiple fishing tournaments, kid

activities, music, food vendors and fireworks. The event has an expectation of 2,500 per day.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve Fire Charity Fishing Tournament and Festival with the stipulations recommended by staff.

ATTACHMENTS:
Application and Site Plan

SPECIAL EVENT PERMIT APPLICATION

Application Information

Organization Name: FCF Foundation Inc
Date of Application: 06/16/2026
Contact Name: Erin Alexander
Contact Phone 1: 941-726-6171
Contact Email: [redacted]
Contact Phone 2: 813-831-8889
Address: 1255 Hagle Park Rd.
City: Bradenton
State: FL
Zip: 34212

Event Information

Name of Event: Fire Charity Fishing Tournament & Festival
Event Date: 06/11/2027-6/13/2027
Purpose of Event: Charity Fishing Tournament & Festival
Description of Event: Weekend long festival and fishing tournament
Event Location: The Great Lawn

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): Day Docks not used by Ferry	

	Date	Day	Start Time	End Time	Anticipated Attendance
Setup	6/10/2027	Thursday	8am	8pm	0
Event Day 1	6/11/2027	Friday	8am	8am	200
Event Day 2	6/12/2027	Saturday	11am	9pm	2500 throughout day
Event Day 3	6/13/2027	Sunday	11am	8pm	2500 throughout day
Break Down	6/14/2027	Monday	8am	5pm	0

Number of years event has been held: 20
Past Attendance: 2500 Saturday & Sunday

(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
40x100	2	Great Lawn

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: Generator

Will a generator be used? Yes ✓ No Size of generator: 9500KW

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? INSIDE INDIVIDUAL FOOD TRUCKS

Will cooking equipment be used? ✓ Yes No

Method/type of cooking equipment

Charcoal grills ✓ Food trucks Fryers Propane grills Warmers/Sternos

Will there be alcohol at the event? ✓ Yes No

Note: Alcohol will require an additional permit.

Event Entertainment

Will the event feature entertainment? Yes ✓ No

Will amplified sound equipment be used? Yes ✓ No

Will musical entertainment be used? Yes ✓ No

Please describe any type of entertainment and sound equipment.

Live local bands with professional self contained PA System with Certified engineer & management provided

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.

FIreworks put on by same company that facilitates City Fireworks - Zambelli

(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. We will coordinate as many as necessary per city requirements.

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, James Erik Nicholson, applicant/event organizer for Fire Charity (event), scheduled for (date&hours), 6/10/2027 - 6/14/2027, from 8am to 8pm, hereby agrees to all conditions and regulations set forth in the event guide, application, and contract as adopted by City Council.

James Erik Nicholson
Signature of Applicant/Event Organizer

FCF Foundation Inc
Organization

James Erik Nicholson, President
Typed or Printed Name and Title

06/16/2026
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.

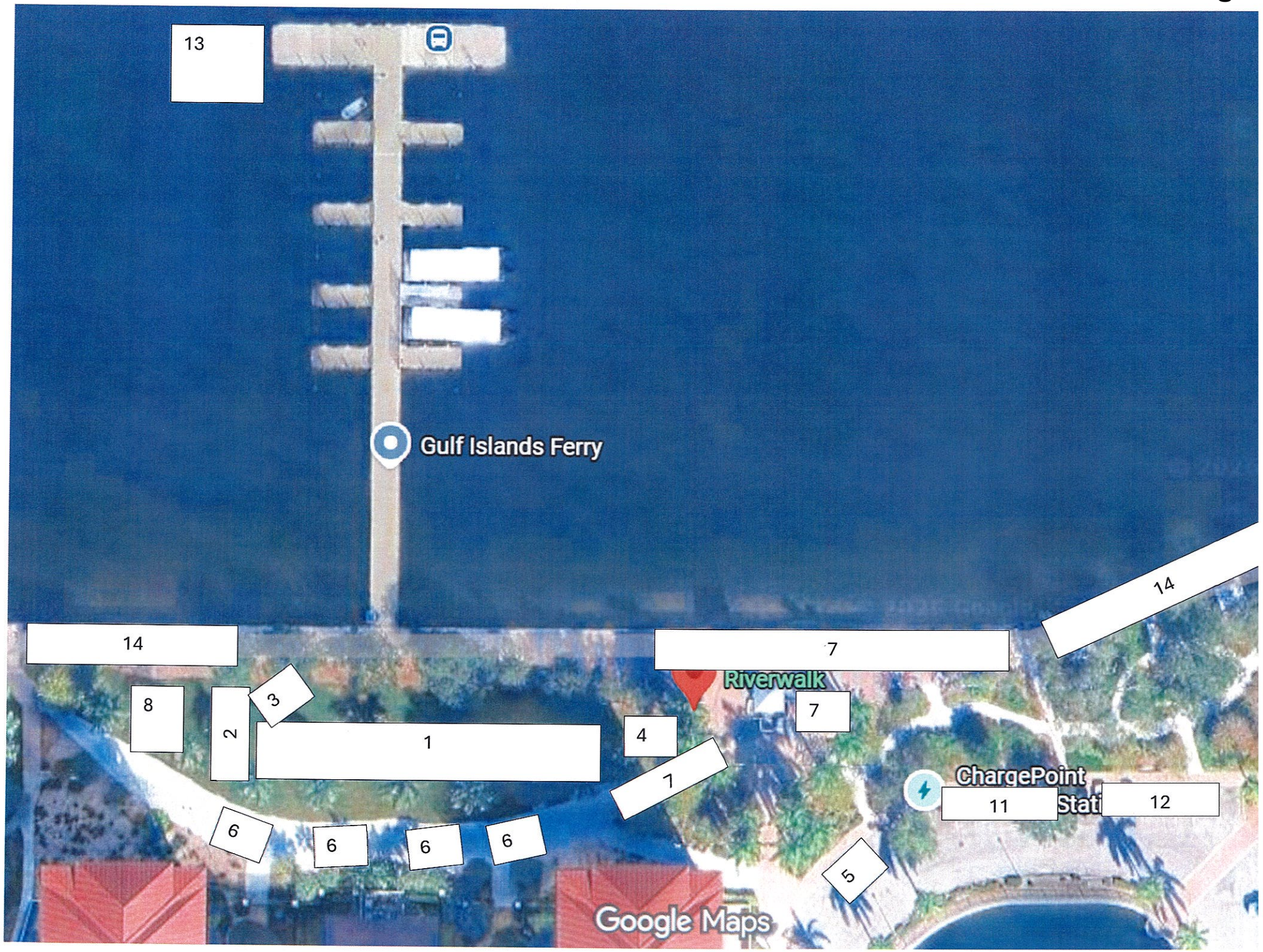
James Erik Nicholson
Signature of Applicant/Event Organizer

FCF Foundation Inc
Organization

James Erik Nicholson, President
Typed or Printed Name and Title

06/16/2026
Date

(03/2022)


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Gulf Islands Ferry
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14
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Riverwalk
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ChargePoint
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AGENDA ITEM NO. 6.h

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: August 12, 2026

SUBMITTED BY: Kelly Thomas, Event Review Committee

ITEM TYPE: Special Event

AGENDA SECTION: CONSENT AGENDA

SUBJECT: MCR Health Wellness Festival

SUGGESTED ACTION: Event Review Committee recommends approval with the following stipulations:

- 2 Bradenton Police Department Extra Duty Officers
- 1 COB Public Works Sanitation Staff
- 1 COB Public Works Parks Staff
- Compliance of all COB Special Event Standards

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
MCR Health wishes to host their wellness festival on September 26, 2026, at the Riverwalk Pavilion. This is a free community event that offers wellness resources and health checkups. They have an expected attendance of 250.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the MCR Health Wellness Festival with the stipulations recommended by staff.

ATTACHMENTS:

Application and Site Plan

SPECIAL EVENT PERMIT APPLICATION

Application Information

Organization Name: MCR Health

Date of Application: 6/25/26

Contact Name: Kelvin Pruitt

Contact Phone 1: 941-929-4502

Contact Email: [redacted]

Contact Phone 2: _____

Address: 101 Riverfront Blvd Suite 710

City: Bradenton State: FL Zip: 34205

Event Information

Name of Event: MCR Health Wellness Festival

Event Date: 9/26/26

Purpose of Event: Community Engagement/ Access to Quality Healthcare

Description of Event: Free community event offering wellness resources, health check ups

Event Location: Rossi Park

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	9/26/26	Saturday	7:00 am	10:00 am	30
Event Day 1	9/26/26	Saturday	10:00 am	1:00 pm	250
Event Day 2					
Event Day 3					
Break Down	9/26/26	Saturday	1:00pm	3:00pm	30

Number of years event has been held: _____ Past Attendance: _____

(03/2022)

Is there a fee to attend the event? Yes (No) Is the event open to the public? (Yes) No

Will any tents be used for the event? Yes No

Tent Size	Number of Tents	Tent Location
10x10	25	Outer Edge of the lawn

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? Food truck area in parking lot

Will cooking equipment be used? Yes (No)

Method/type of cooking equipment

Charcoal grills (Food trucks) Fryers Propane grills Warmers/Sternos

Will there be alcohol at the event? Yes (No)

Note: Alcohol will require an additional permit.

Event Entertainment

Will the event feature entertainment? (Yes) No

Will amplified sound equipment be used? (Yes) No

Will musical entertainment be used? (Yes) No

Please describe any type of entertainment and sound equipment.

Live DJ Playing music throughout the event. There will also be some light fitness instruction taking place.

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.

Vendor giveaways. Small informational sessions st vendor booths. Check ups in or Mobile busses.

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, Kelvin Pruitt, applicant/event organizer for MCR Health (event), scheduled for (date&hours), 9/26/26, from 10:00AM to 1:00pm, 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	MCR Health Organization
Kelvin Pruitt- Community Engagement Manager Typed or Printed Name and Title	6/25/26 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.

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	MCR Health Organization
Kelvin Pruitt- Community Engagement Manager Typed or Printed Name and Title	6/25/26 Date

(03/2022)



9/26/26
MCR Health Wellness Festival
Rossi Park

AGENDA ITEM NO. 6.i

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: August 12, 2026

SUBMITTED BY: Kelly Thomas, Event Review Committee

ITEM TYPE: Special Event

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Music in the Park

SUGGESTED ACTION: Event Review Committee recommends approval with the following stipulations:

- 1 Bradenton Police Department Extra Duty Officer
- 1 Public Works Sanitation Staff
- 1 Public Works Park Staff
- Compliance of all COB Special Event Standards

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Realize Bradenton is requesting to host their Music in the Park series (Fridays, 4/9/27-5/21/27) at Riverwalk Pavilion and parking areas. This is a series of free outdoor concerts offering food and dessert options. They have an expectation of 1,000 attendees.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the Music in the Park event series with the stipulations recommended by staff.

ATTACHMENTS:

Application and Site Plan

SPECIAL EVENT PERMIT APPLICATION

Application Information

Organization Name: Realize Bradenton

Date of Application: 06/08/2026

Contact Name: Molly Schunicht

Contact Phone 1: 515-975-7973

Contact Email: [redacted]

Contact Phone 2: _____

Address: 1015 Manatee Ave W

City: Bradenton

State: FL

Zip: 34205

Event Information

Name of Event: Music in the Park

Event Date: Fridays 04/09/2027 - 05/21/2027

Purpose of Event: To bring the community together through music

Description of Event: A series of free outdoor concerts at Rossi Park featuring a food and dessert vendor weekly

Event Location: Rossi Park

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			4:00 PM	6:00 PM	
Event Day 1	4/9 - 5/21	Fridays	6:00 PM	8:00 PM	1,000
Event Day 2					
Event Day 3					
Break Down			8:00 PM	9:00 PM	

Number of years event has been held: 14

Past Attendance: 600-1,200

(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

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: Spider Box

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? On-site

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.

Sound equipment will be provided by each individual band.

Are fireworks planned? Yes (No) Note: Fireworks will require an additional permit.

Are live animals planned to be at the event? (Yes) No — Spectators only no activities

Describe any additional event activities.

(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.

(03/2022)

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, Molly Schunicht, applicant/event organizer for Music in the Park (event), scheduled for (date&hours), 4/9/27 - 5/21/27, from 6PM to 8PM, hereby agrees to all conditions and regulations set forth in the event guide, application, and contract as adopted by City Council.

Molly Schunicht
Signature of Applicant/Event Organizer

Realize Bradenton
Organization

Molly Schunicht, Events Manager
Typed or Printed Name and Title

06/08/2026
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.

Molly Schunicht
Signature of Applicant/Event Organizer

Realize Bradenton
Organization

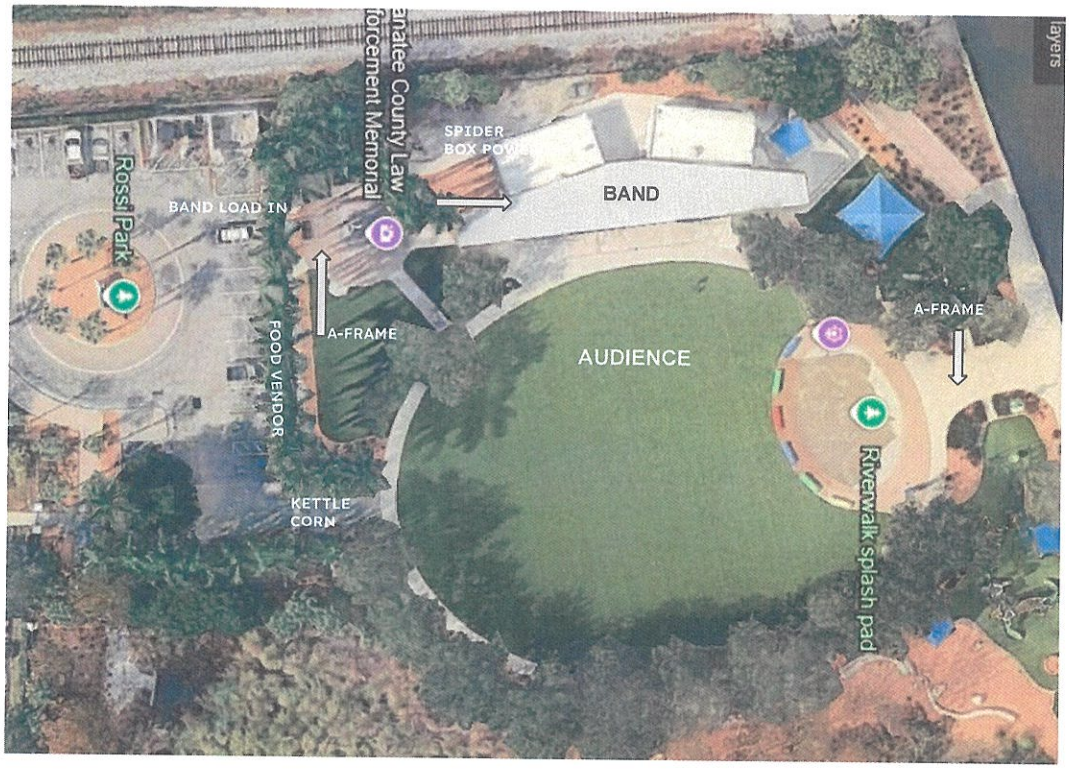
Molly Schunicht, Events Manager
Typed or Printed Name and Title

06/08/2026
Date

(03/2022)

2027

MUSIC IN THE PARK - Site Plan



AGENDA ITEM NO. 6.j

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: August 12, 2026

SUBMITTED BY: Kelly Thomas, Event Review Committee

ITEM TYPE: Special Event

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Paws in Motion Walk-a-Thon and Festival

SUGGESTED ACTION: Event Review Committee recommends approval with the following stipulations:

- 2 Bradenton Police Department Extra Duty Officers
- 1 COB Public Works Sanitation Staff
- 1 COB Public Works Parks Staff
- Compliance of all COB Special Event Standards

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Humane Society of Manatee County wishes to host their event on March 20, 2027 at Riverwalk Pavilion and parking areas. The event will feature a walk-a-thon and festival. There will be vendors and dog friendly activities. They have an expectation of 200 participants.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the Paws in Motion Walk-a-thon and Festival with the stipulations recommended by staff.

ATTACHMENTS:
Application and Site Plan

SPECIAL EVENT PERMIT APPLICATION

Application Information

Organization Name: Humane Society of Manatee County Date of Application: 06/19/2026

Contact Name: Jessica Weiss Contact Phone 1: 941-747-8808 ext 315

Contact Email: [redacted] Contact Phone 2: 631-220-7669

Address: 2515 14th Street West

City: Bradenton State: FL Zip: 34205

Event Information

Name of Event: Paws in Motion Walk-a-thon & Festival Event Date: 03/20/2027

Purpose of Event: Fundraiser benefitting HSMC Shelter animals

Description of Event: 1-Mile dog inclusive walk followed by vendors & activities

Event Location: Rossi Park

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): Grass Area near splash pad	

	Date	Day	Start Time	End Time	Anticipated Attendance
Setup	3/20/2027	Saturday	6:00am	9:00am	30ppl
Event Day 1	3/20/2027	Saturday	9:00am	1:00pm	200ppl
Event Day 2					
Event Day 3					
Break Down	3/20/2027	Saturday	1:00pm	3:00pm	30ppl

Number of years event has been held: 19 Past Attendance: 150-250

(03/2022)

Is there a fee to attend the event? Yes No Is the event open to the public? Yes No

Will any tents be used for the event? Yes No

Tent Size	Number of Tents	Tent Location
10x10	50	Vendor Village/Check-in

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: outlets

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? Preprepared

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.

a Dj with speakers and a microphone

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.

(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, Jessica Weiss, applicant/event organizer for Paws In Motion (event), scheduled for (date&hours), 3/20/2027, from 9:00am to 1:00pm, hereby agrees to all conditions and regulations set forth in the event guide, application, and contract as adopted by City Council.

Jessica Weiss
Signature of Applicant/Event Organizer

Humane Society of Manatee County
Organization

Jessica Weiss, Events & Volunteer Coordinator
Typed or Printed Name and Title

06/19/2027
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.

Jessica Weiss
Signature of Applicant/Event Organizer

Humane Society of Manatee County
Organization

Jessica Weiss, Events & Volunteer Coordinator
Typed or Printed Name and Title

06/19/2026
Date

(03/2022)


Walk Start / Finish
Check in
River Walk Water Park
Riverwalk Splash Park
Raffles
HSMC booths
more vendors
Vendors with tents/electricity
Potential Portable dog Park w/ fence (Not Staked)
DJ Booth (electricity)
Contests
Rossi Park
Restrooms
More vendors
Food Trucks 3/20/27
2027 Paws in motion
Sign in
Layers
Google

AGENDA ITEM NO. 6.k

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: August 12, 2026

SUBMITTED BY: Kelly Thomas, Event Review Committee

ITEM TYPE: Special Event

AGENDA SECTION: CONSENT AGENDA

SUBJECT: September 11th Tribute to Heroes Memorial

SUGGESTED ACTION: Event Review Committee recommends approval with compliance of all COB Special Event Standards.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Manatee County Fire Chiefs' Association wishes to host their memorial tribute to the 9/11 victims on September 11, 2026, at the Riverwalk Pavilion. The event will feature guest speakers, dove release, and a 21-gun salute to honor the fallen. The event has an expectation of 200 guests.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the September 11th Tribute to Heroes Memorial event with the stipulations recommended by staff.

ATTACHMENTS:
Application and Site Plan

SPECIAL EVENT PERMIT APPLICATION

Application Information

Organization Name: Manatee County Fire Chiefs Assoc.

Date of Application: 7/20/26

Contact Name: Chris Melser

Contact Phone 1: 941-290-9327

Contact Email: [redacted]

Contact Phone 2: _____

Address: 1010 9th Ave. W.

City: Bradenton

State: FL

Zip: 34205

Event Information

Name of Event: September 11th Tribute to Hero's Memorial

Event Date: 9/11/26

Purpose of Event: Honor those fallen on 9/11 World Trade Center Attack

Description of Event: Honor Guard, speakers, dove release, flag ceramony, 21 gun salute.

Event Location: Rossi Park Lawn

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): First Responder Memorial Site	

	Date	Day	Start Time	End Time	Anticipated Attendance
Setup	9/10/26	Thursday	Late afternoon Pending tent company	2 hours Tent only	Tent crew, city staff Event staff
Setup	9/11/26	Friday	7-7:30AM set up		
Event	9/11/26	Friday	930AM	Noon	200
Break Down	9/11/26	Wednesday	Noon	1 pm	

Number of years event has been held: 20

Past Attendance: 200

(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
40 X 80	1	Forever Lawn

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: Outlets on poles

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? _____

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.

One or more speakers for voice amplification.

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.

Dove release and 21 gun salute.

(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.

(03/2022)

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, Chris Melser, applicant/event organizer for 9/11 Memorial (event), scheduled for (date&hours), 9/11/26, from 7AM to 12PM, hereby agrees to all conditions and regulations set forth in the event guide, application, and contract as adopted by City Council.

Chris Melser
Signature of Applicant/Event Organizer

Manatee County Fire Chiefs Assoc. 9/11 Committee
Organization

Chris Melser Committee Member
Typed or Printed Name and Title

7/20/26
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.

Chris Melser
Signature of Applicant/Event Organizer

Manatee County Fire Chiefs Assoc. 9/11 Committee
Organization

Chris Melser Committee Member
Typed or Printed Name and Title

7/20/26
Date

(03/2022)


Riverwalk splash pad
Riverwalk Splash Park
Tribute to Heroes
Memorial
9/11/26
40 X 80 Tent
444
Pavilion & Event Area
Restrooms
Manatee County Law Enforcement Memorial

AGENDA ITEM NO. 6.I

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: August 12, 2026

SUBMITTED BY: Kelly Thomas, Event Review Committee

ITEM TYPE: Special Event

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Under the Palms Wellness Festival

SUGGESTED ACTION: Event Review Committee recommends approval with the following stipulations:

- 2 Bradenton Police Department Extra Duty Officers
- Compliance of all COB Special Event Standards

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Under The Palms Wellness wishes to host their wellness festival on October 3, 2026, at Riverwalk Pavilion area. The event has an expectation of 100-200 participants. The free event will feature yoga and Pilates classes, sound healing, healthy food options, and fitness workshops.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the Under the Palms Wellness Festival with the stipulations recommended by staff.

ATTACHMENTS:

Application and Site Plan

SPECIAL EVENT PERMIT APPLICATION

Application Information

Organization Name: Under The Palms Wellness

Date of Application: July 1

Contact Name: Sylvia Dang

Contact Phone 1: 9168895014

Contact Email: [redacted]

Contact Phone 2: _____

Address: 2252 S Chamberlain Blvd

City: North Port State: FL Zip: 34286

Event Information

Name of Event: Under The Palms Wellness Festival

Event Date: October 3, 2026

Purpose of Event: To promote community health and wellness through yoga, Pilates, sound healing and local

Description of Event: Community wellness festival featuring fitness classes, wellness vendors, healthy food ar

Event Location: Rossi Park

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	October 3, 2026	Saturday	7am	5pm	
Event Day 1	October 3, 2026	Saturday	9am	3pm	~~250~~ 100
Event Day 2					Revised bec event sponsor
Event Day 3					
Break Down					

Number of years event has been held: 0

Past Attendance: 0

(03/2022)

Is there a fee to attend the event? Yes No Is the event open to the public? Yes No

Will any tents be used for the event? Yes No

Tent Size	Number of Tents	Tent Location
10X10	11	Forever Lawn Pavilion

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: None

Will a generator be used? Yes No Size of generator: No

Will gas equipment be used? Yes No Type of fuel source: No

Vendor Information

Will the event offer food? Yes No

Where will the food be prepared? On-site by licensed food vendors

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.

Instructo led yoga and Pilates class, guided meditation, sound healing, wellness workshops, and announcements

Using portable sound system with wireless microphone.

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.

Wellness vendors, community activities, raffle giveaways and health and wellness experiences.

(03/2022)

Event Housekeeping

CITY SERVICES REQUESTED

Electricity Needed? Yes ~~No~~ **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, Sylvia Dang, applicant/event organizer for Under The Palms \(event), scheduled for (date&hours), October 3, 2026, from 7am to 3pm, 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	Under The Palms Wellness Organization
Sylvia Dang, Founder Typed or Printed Name and Title	July 1, 2026 Date

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY

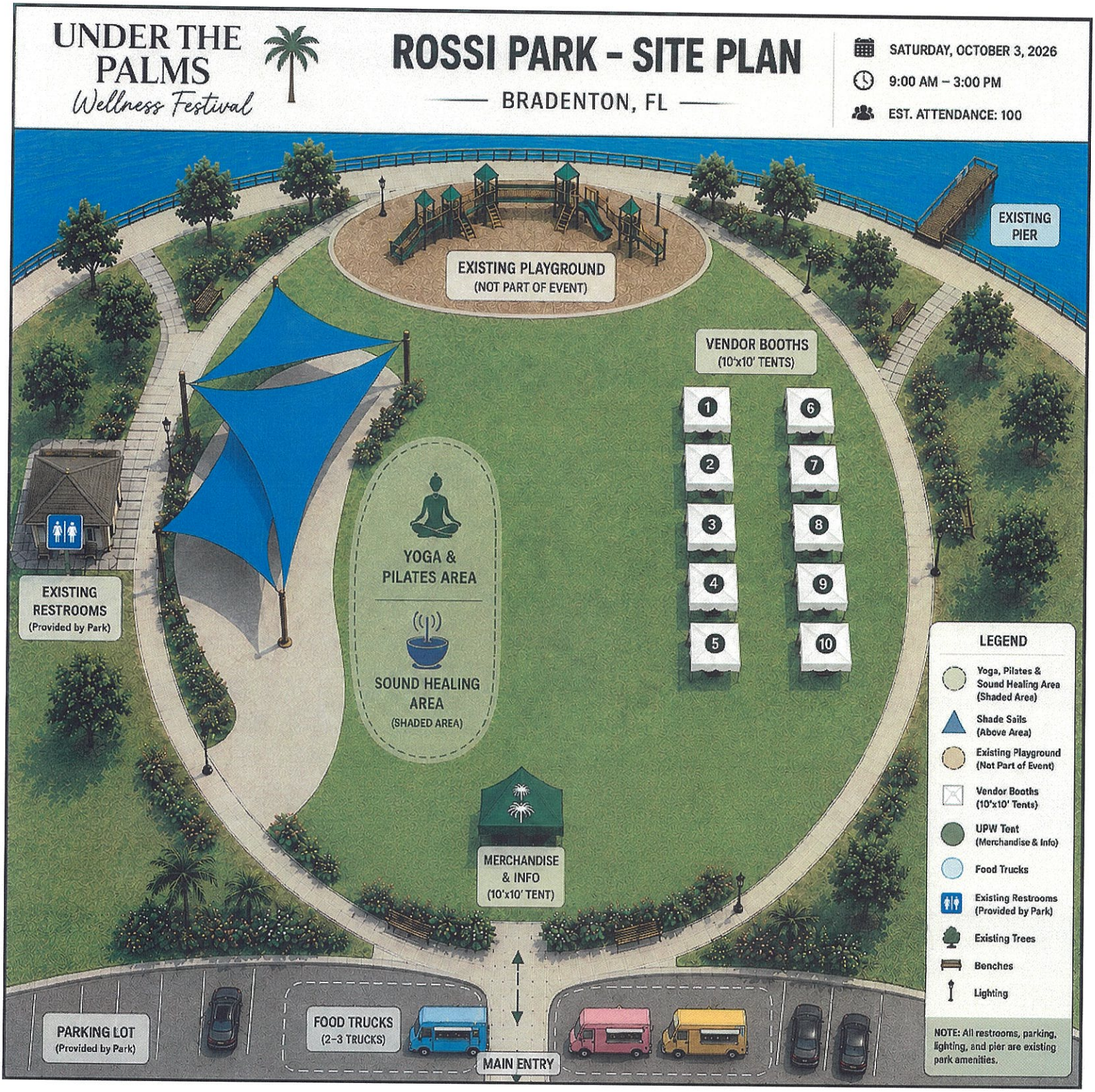
I, the undersigned, will indemnify, defend, and hold harmless the City of Bradenton, its agents, employees, officers, and any and all other associated, from and against any and all actions, in law or in equity, from liability or claims for damages, demands, or judgement to any person or property which 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	Under The Palms Wellness Organization
Sylvia Dang Typed or Printed Name and Title	July 1, 2026 Date

(03/2022)


UNDER THE PALMS
Wellness Festival
ROSSI PARK – SITE PLAN
BRADENTON, FL
SATURDAY, OCTOBER 3, 2026
9:00 AM – 3:00 PM
EST. ATTENDANCE: 100
EXISTING PIER
EXISTING PLAYGROUND
(NOT PART OF EVENT)
VENDOR BOOTHS
(10'x10' TENTS)
1
2
3
4
5
6
7
8
9
10
YOGA & PILATES AREA
SOUND HEALING AREA
(SHADED AREA)
EXISTING RESTROOMS
(Provided by Park)
MERCHANDISE & INFO
(10'x10' TENT)
PARKING LOT
(Provided by Park)
FOOD TRUCKS
(2–3 TRUCKS)
MAIN ENTRY
LEGEND
Yoga, Pilates & Sound Healing Area (Shaded Area)
Shade Sails (Above Area)
Existing Playground (Not Part of Event)
Vendor Booths (10'x10' Tents)
UPW Tent (Merchandise & Info)
Food Trucks
Existing Restrooms (Provided by Park)
Existing Trees
Benches
Lighting
NOTE: All restrooms, parking, lighting, and pier are existing park amenities.

AGENDA ITEM NO. 6.m

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: August 12, 2026

SUBMITTED BY: Kelly Thomas, Event Review Committee

ITEM TYPE: Special Event

AGENDA SECTION: CONSENT AGENDA

SUBJECT: White Cane Day

SUGGESTED ACTION: Event Review Committee recommends approval with the following stipulations:

- 1 Bradenton Police Department Extra Duty Officer
- Compliance of all COB Special Event Standards

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Lighthouse Vision Loss Center requests to host their White Cane Day on October 16, 2026, at Riverwalk Pavilion area. The event will promote white cane awareness with a short walk, guide dog information, and informational speakers. The event has an expectation of 50 participants.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the White Cane Day event with the stipulations recommended by staff.

ATTACHMENTS:
Application and Site Plan

SPECIAL EVENT PERMIT APPLICATION

Application Information

Organization Name: Lighthouse Vision Loss Center
Date of Application: 7/15/26
Contact Name: Kelly French
Contact Phone 1: 941-313-7375
Contact Email: [redacted]
Contact Phone 2: 941-359-1404 x 741
Address: 7318 N Tamiami Trail, Sarasota, 34243
City: Sarasota
State: FL
Zip: 34243

Event Information

Name of Event: White Cane Day
Event Date: 10/16/26
Purpose of Event: Raise awareness of white cane safety - awareness of Lighthouse
Description of Event: Small tent with give aways, a couple of speakers, short walk
Event Location: Rossi Park, Riverwalk

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): Rossi Park, Riverwalk	

	Date	Day	Start Time	End Time	Anticipated Attendance
Setup	10/16/26	TH or FR	8:00 am	11:30 am	25-50
Event Day 1	10/16/26	TH or FR	9 am	11 am	25-50
Event Day 2					
Event Day 3					
Break Down					

Number of years event has been held: 2
Past Attendance: 30-35

(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
Small, 10 x 10 tent	1	Near parking area

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? NA - will pass out water - bags of chips, etc.

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.

NA

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.

Some of our participants use guide dogs. Last year, representatives from Dogs Inc. came to the event and brought guide dogs in training with them.

(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.

(03/2022)

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, Kelly French applicant/event organizer for Lighthouse/White Cane Day (event), scheduled for (date&hours), ~~10/15 or 10/16~~ 10/16/26 from 8:30 am to 11:30 am, hereby agrees to all conditions and regulations set forth in the event guide, application, and contract as adopted by City Council.

Kelly French

Signature of Applicant/Event Organizer

Lighthouse Vision Loss Center

Organization

Kelly French, Development Specialist

Typed or Printed Name and Title

7/15/2026

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.

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.

Kelly French

Signature of Applicant/Event Organizer

Lighthouse Vision Loss Center

Organization

Kelly French, Development Specialist

Typed or Printed Name and Title

7/15/2026

Date

(03/2022)

LIGHT HOUSE VISION LOSS CENTER

When it goes dark, we bring the light.

White Cane Week Site Map - Rossi Park, Bradenton Riverwalk

10/16/26

walk area Yellow highlight

Legend

Walk area

Tent-with table and handouts (water, snacks) where proclimation will be read.



AGENDA ITEM NO. 6.n

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: August 12, 2026

SUBMITTED BY: Jamie Schindewolf, Planning & Community Development

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 26-28 - Denial for the Application PLN-MAJ26-0001 for a Major Amendment to the Jordan Creek East Planned Development Plan

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
On July 22, 2026, the City Council voted (5-0) to deny the request for a Major PDP Amendment for Jordan Creek East based on failure of the property owner to meet its burden of demonstrating that 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 innovative or higher quality of design to support the increased 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 did not support 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.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by Attorney Rudacille.

SUGGESTED MOTION:
Motion to approve Resolution 26-28.

ATTACHMENTS:
Resolution 26-28

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 ("Applicant" or "Property Owner") 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 a site plan for 66 single-family semi-detached (duplex) dwelling units; and

WHEREAS, Pape-Dawson, agent for the Property Owner, submitted a Major Planned Development Project Amendment to add an additional development option to the approved Planned Development Project for 106 single-family attached (townhome) dwelling units (the "Amendment"); and

WHEREAS, the City of Bradenton's Planning Commission held a public hearing on April 15, 2026 to consider the proposed Amendment and provide a recommendation to the City Council; and

WHEREAS, the Planning Commission, 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 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 the Amendment and directed staff to bring forward a denial resolution at the next regular meeting;

and

WHEREAS, the City Council met in regular session on May 27, 2026, at which the denial resolution was to be considered; and

WHEREAS, legal counsel for the Applicant was present at the meeting and requested City Council reconsider the Amendment, which the Applicant would modify based on the discussion from the May 13 hearing; and

WHEREAS, the City Council voted 5-0 to reconsider the Amendment at a future date, and to be readvertised for hearing; 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, which was revised to propose 98 townhome units; and

WHEREAS, the record of the July 22, 2026, hearing, including the staff report and documents, evidence and testimony presented therein, are hereby incorporated into this Resolution as if fully restated herein.

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 the 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 Applicant is requesting approval of a secondary development option, for 98 townhome units 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 8.0 DU/ac, allow for the introduction of 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 PDP site plan already exceeds the density of surrounding single-family detached residential lots and allows for an additional product type in single-family semi-detached (duplex) dwelling units.

f. Section 3.4.1 of the City's Land Use Regulations (LURs) 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 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 innovative or higher quality of design to support the increased 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 did not support 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 12th DAY OF AUGUST, 2026.

ATTEST:

Tamara Melton
CITY CLERK

Gene Brown
MAYOR

APPROVED AS TO FORM:

Scott Rudacille
CITY ATTORNEY

EXHIBIT "A"

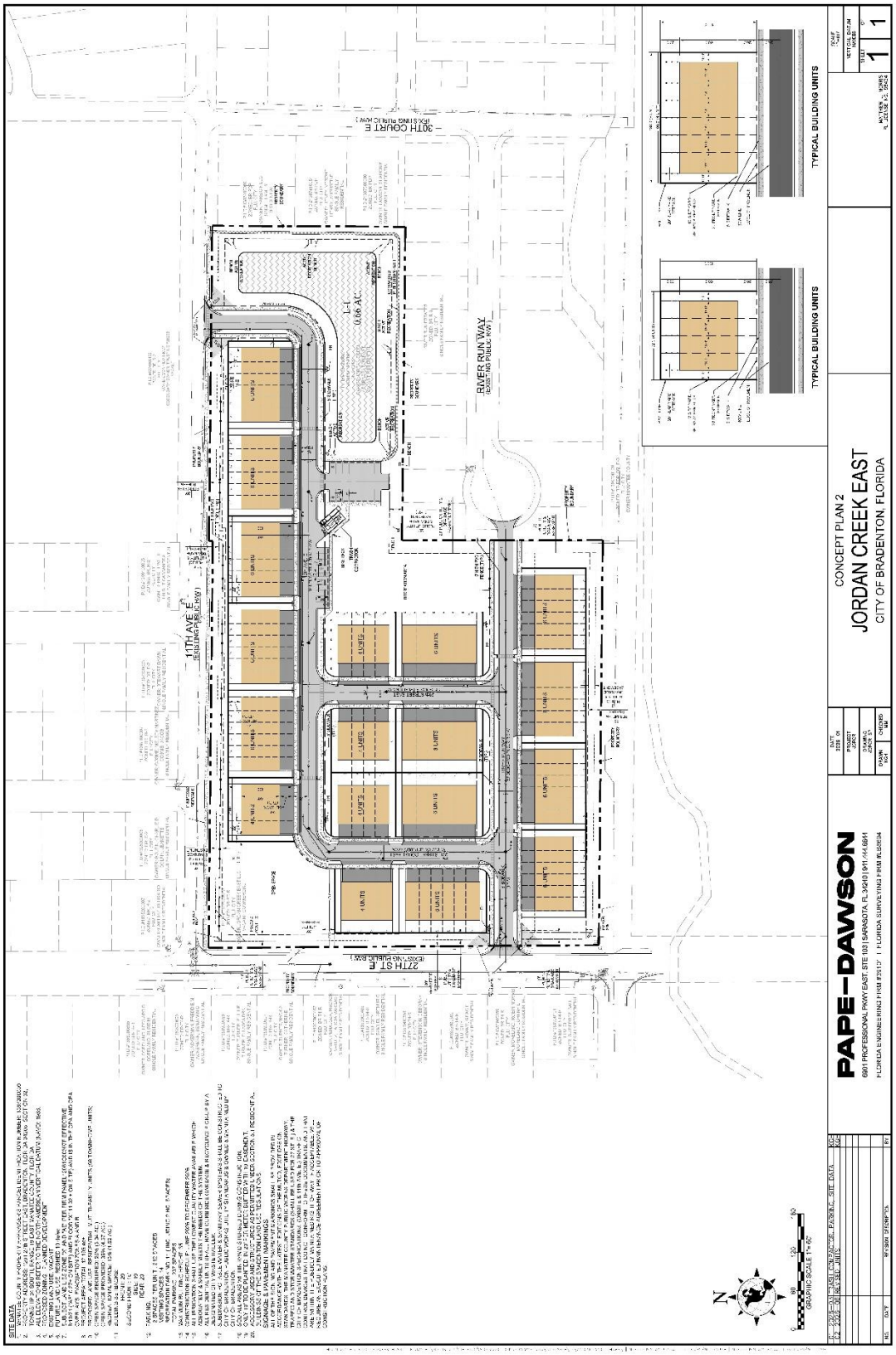
1201 27th Street East (Parcel ID 1387000050)

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



AGENDA ITEM NO. 6.o

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: August 12, 2026

SUBMITTED BY: Jeremy Giddens, Police

ITEM TYPE: Miscellaneous

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Purchase of 15 Motorola N70 Portable Radios

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City of Bradenton was awarded $350,039.69 from the SBIE Local Law Enforcement Immigration Program. This grant included funds for the purchase of 15 portable APX N70 radios. The total cost of these radios is $124,915.30, with available grant funds of $125,052.60. Software and programming are included in the cost for two years. These radios will replace the previous outdated ones and will not add any additional portable radios. NASPO contract pricing under agreement 00318 was used for procurement; purchasing has reviewed and approved the purchase.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the purchase of 15 Motorola N70 Portable Radios.

ATTACHMENTS:

AGENDA ITEM NO. 6.p

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: August 12, 2026

SUBMITTED BY: Kristofer Eccles, Public Works & Utilities

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Change Order No. 1 for Work Assignment 2601 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 (WA) 2601 - Manhole Lining addresses additional work necessary at certain manholes based on actual field conditions, including thicker lining applications, bench rebuilding, injection grouting, and additional bypass pumping. 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 (30358200-563000-22806).

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve Change Order No. 1 for Work Assignment 2601 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: 2601 Manhole Lining

DATE OF ISSUANCE: 07/29/2026 EFFECTIVE DATE:

The Contract Documents are modified as follows upon execution of this Change Order.

CHANGE IN CONTRACT PRICE:

Original Contract Price:

$ 90,820.80

[Increase/Decrease] from previously approved Change Orders No._____to No._____:

$

Contract Price prior to this Change Order:

$ 90,820.80

[Increase/Decrease] of this Change Order:

$ 98,870.86

Contract Price incorporating this Change Order:

$ 189,691.66

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ■ Calendar days

Substantial completion (days or date): 08/08/2026

Ready for final payment (days or date): 08/08/2026

[Increase/Decrease] from previously approved Change Orders No._____to No.1_____:

Substantial completion (days): September 15, 2026

Ready for final payment (days): September 30, 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,		98,870.86
renting/setting up bypass pumps & heavy cleaning. A lot of the manholes are also deeper 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: David Lopez-Rivera
Digitally signed by David Lopez-Rivera
Date: 2026.07.31 13:58:07 -04'00'
By: _____
Engineer (Authorized Signature)
Date: 07/31/2026

ACCEPTED:
By: _____
Owner (Authorized Signature)
Date: _____

ACCEPTED:
By: _____
Contractor (Authorized Signature)
Date: 7/30/26

Approved by Funding Agency (if applicable):
_____
Date: _____

10315 Technology Terrace • Lakewood Ranch, FL 34211 • Office: 941.755.2176 • Fax: 941.755.2428 • www.gmlcoatings.com

QUOTATION DATE: Tuesday, March 17, 2026
PROPOSAL #: 25117
SERVICE AREA: LS 20

City of Bradenton
Public Works and Utilities
1411 9th St. W
Bradenton, FL 34205

Thank you for the opportunity to introduce the services and products GML Coatings, LLC. has to offer and to bid on your upcoming project. We are excited to highlight the value we can provide your organization through our Availability, Reliability, and Consistency.

SERVICES OFFERED BY GML COATINGS, LLC.

- Manhole & Lift Station Rehabilitation and Coatings
- Water & Wastewater Tank Linings
- Chemical Grouting

PRODUCTS OFFRED BY GML COATINGS, LLC.

- Green Monster™ Potable
- Green Monster™ Structural
- Green Monster™ Extreme
- GML-30 Cementitious Concrete
- GML-60 Cementitious Concrete
- SewerCrete™ LeakStop
- SewerCrete™ Hydraulic Cement

Please find our proposal on the following pages and let us know if you have any questions or concerns Visit our website for more information about what we do at www.gmlcoatings.com.

Thank you again for the opportunity to develop our relationship and we look forward to hearing from you.

Thank you and best regards,

Dale Flocker

Director of Operations
GML Coatings, LLC.
941-281-9236

MANHOLE REHABILITATION				
NO.	MANHOLE ID	DIAMETER	DEPTH	PRICE (EA)
1	B20MH151	4.00	5.00	$4,488.44
2	B20MH211	4.00	8.00	$4,282.40
3	B20MH216	4.00	5.50	$2,944.15
4	B20MH228	4.00	7.50	$4,014.75
5	B20MH259	4.00	5.50	$2,944.15
6	B20MH132	4.00	8.00	$5,685.99
7	B20MH100	4.00	13.00	$13,018.36
8	B20MH101	4.00	14.00	$10,535.98
9	B20MH205	4.00	2.00	$1,259.85
10	B20MH246	4.00	11.00	$8,741.14
11	B20MH304	4.00	2.00	$1,259.82
12	B20MH016	4.00	12.00	$13,907.68
13	B20MH017	4.00	12.50	$11,710.45
14	B20MH020	4.00	13.00	$12,088.72
15	B20MH023	4.00	12.00	$11,332.18
16	B20MH024	4.00	13.00	$12,088.72
17	B20MH010	4.00	14.00	$14,170.02
18	B20MH019	4.00	13.00	$13,318.86
		SUBTOTAL=		$147,791.66

BYPASS & LINE CLEANING					
1A-7	Bypass Pumping - 12" Sewer Flow	2000	P/FT	$2.00	$4,000.00
1A-8	Pump Set Up	12	EA	$450.00	$5,400.00
1A-9	Pump Operation Per Pump	240	HR	$30.00	$7,200.00
1A-3	Heavy Cleaning - 6" to 12"	2000	P/FT	$2.60	$5,200.00
1C-1	Tanker Truck Tank	8	P/Load	$1,500.00	$12,000.00
		SUBTOTAL=			$41,900.00

PROJECT TOTAL= $189,691.66

bradenton

WORK ASSIGNMENT

WORK ASSIGNMENT NO.

WORK ASSIGNMENT TITLE: (WA: 2601)

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 GML., 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: 2601

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 $90,820.80. Compensation for the tasks shall not exceed the amounts set forth as follows:

Task/Description: Cleaning & lining approximately 28 manholes.

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. for pipelining Services and this Work Assignment dated March/16/2026.

Contractor

BY: Dale Flocker Digitally signed by Dale Flocker Date: 2026.03.16 11:05:38 -04'00'

Printed Name: Dale Flocker

Title: SVP

Date: 3/16/2026

CITY OF BRADENTON

BY:

Date: 3-25-2026

10315 Technology Terrace • Lakewood Ranch, FL 34211 • Office: 941.755.2176 • Fax: 941.755.2428 • www.gmlcoatings.com

QUOTATION DATE: Tuesday, March 17, 2026
PROPOSAL #: 25117
SERVICE AREA: LS 20

City of Bradenton
Public Works and Utilities
1411 9th St. W
Bradenton, FL 34205

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- GML-60 Cementitious Concrete
- SewerCrete™ LeakStop
- SewerCrete™ Hydraulic Cement

Please find our proposal on the following pages and let us know if you have any questions or concerns Visit our website for more information about what we do at www.gmlcoatings.com.

Thank you again for the opportunity to develop our relationship and we look forward to hearing from you.

Thank you and best regards,

Dale Flocker

Director of Operations
GML Coatings, LLC.
941-281-9236

MANHOLE REHABILITATION				
NO.	MANHOLE ID	DIAMETER	DEPTH	PRICE (EA)
1	B20MH259	4.00	6.00	$3,243.60
2	B20MH016	4.00	6.00	$3,243.60
3	B20MH272	4.00	6.00	$3,243.60
4	B20MH007	4.00	6.00	$3,243.60
5	B20MH205	4.00	6.00	$3,243.60
6	B20MH280	4.00	6.00	$3,243.60
7	B20MH012	4.00	6.00	$3,243.60
8	B20MH246	4.00	6.00	$3,243.60
9	B20MH151	4.00	6.00	$3,243.60
10	B20MH014	4.00	6.00	$3,243.60
11	B20MH010	4.00	6.00	$3,243.60
12	B20MH100	4.00	6.00	$3,243.60
13	B20MH276	4.00	6.00	$3,243.60
14	B20MH325	4.00	6.00	$3,243.60
15	B20MH101	4.00	6.00	$3,243.60
16	B20MH024	4.00	6.00	$3,243.60
17	B20MH019	4.00	6.00	$3,243.60
18	B20MH211	4.00	6.00	$3,243.60
19	B20MH131	4.00	6.00	$3,243.60
20	B20MH023	4.00	6.00	$3,243.60
21	B20MH017	4.00	6.00	$3,243.60
22	B20MH239	4.00	6.00	$3,243.60
23	B20MH304	4.00	6.00	$3,243.60
24	B20MH228	4.00	6.00	$3,243.60
25	B20MH216	4.00	6.00	$3,243.60
26	B20MH020	4.00	6.00	$3,243.60
27	B20MH212	4.00	6.00	$3,243.60
28	B20MH132	4.00	6.00	$3,243.60
		TOTAL=		$90,820.80

AGENDA ITEM NO. 6.q

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: August 12, 2026

SUBMITTED BY: Brian Norman, Public Works & Utilities

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Change Order No. 9 for the Water Reclamation Facility (WRF) 4th Clarifier

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
This final change order includes an adjustment of the splitter box weirs to better accommodate the integration of the new clarifier with the existing treatment process, as proposed by the engineer of record, plant operations team, and City staff following a review of the first few months of operation. It also includes additional paving on the east side of the Water Reclamation Facility at areas that were disturbed by previous change order construction and an expansion of the existing administration and operations building parking lot with stone as requested by plant staff.

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

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve Change Order No. 9 for the WRF 4th Clarifier.

ATTACHMENTS:

Change Order No. 9

SECTION 00941

Alachua | Jacksonville | Sarasota
Tampa | Titusville | Winter Haven

JonesEdmunds

CHANGE ORDER (CO) NO. 09

OWNER/CLIENT: City of Bradenton PROJECT NO.: 40859000-563000-24518 PROJECT MANAGER: Kim Clayback

ENGINEER: Jones Edmunds & Associates, Inc. PROJECT NO.: 01890-004-01 PROJECT MANAGER: Sean Menard

ENGINEER: ASRus, LLC. PROJECT NO.: COB-21-001 PROJECT MANAGER: Pete Larkin

CONTRACTOR: Poole & Kent Company of Florida PROJECT NO.: 23707 PROJECT MANAGER: Kyle Jackson

PROJECT NAME: Bradenton WRF 4th Clarifier

DATE OF ISSUANCE: July 14, 2026 EFFECTIVE DATE: Once City of Bradenton fully executes

The Contract Documents are modified as follows upon execution of this Change Order.

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: $ 15,908,210.00	Original Contract Times: ☐ Working days ☒ Calendar days Notice to Proceed: 10/11/2023 Substantial Completion (days *and* date): 551 days - 4/14/2025 Ready for final payment (days *and* date): 580 days -5/13/2025
Increase from previously approved Change Orders No. 1 to No. 08: $ 1,916,687.00	Increase from previously approved Change Orders No. 1 to No. 08: Substantial completion (days): 441 days Ready for final payment (days): 471 days
Contract Price prior to this Change Order: $ 17,824,897.00	Contract Times prior to this Change Order: Substantial completion (days or date): 992 days – 06/29/2026 Ready for final payment (days or date): 1,051 days – 08/27/2026
Increase of this Change Order: $ 211,088.00	**NO TIME CHANGE** for this Change Order: Substantial completion (days or date): 00 days Ready for final payment (days or date): 00 days
Contract Price incorporating this Change Order: $ 18,035,985.00	Contract Times with all approved Change Orders: Substantial completion (days or date): 992 days – 06/29/2026 Ready for final payment (days or date): 1,051 days – 08/27/2026

DESCRIPTION OF CHANGE (Attach additional sheets if required.)	DEDUCT	ADD
PCO 49 – Final Paving and Splitter Box Weir Adjustment		$ 211,088.00
SUBTOTAL		
GRAND TOTAL		$ 211,088.00

SECTION 00941

Alachua | Jacksonville | Sarasota
Tampa | Titusville | Winter Haven

JonesEdmunds

ATTACHMENTS

PCO 49 – Final Paving and Splitter Box Weir Adjustment

This Change Order is an amendment to the Contract Agreement between Contractor and the Owner, and all contract provisions shall apply unless specifically exempted. The amount and time change designated are the maximum agreed to by the Owner and the Contractor for this change. In consideration of the foregoing adjustments in contract time and contract amount, the Contractor hereby releases the Owner from all claims, demands, or causes of action arising from the transactions, events, and occurrences related to this Change Order. This written Change Order is the entire agreement between Owner and Contractor with respect to this Change Order. No other agreements or modifications shall apply to this Contract amendment unless expressly provided herein. This Change Order represents final action relating to this Change Order.

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: _____	By: _____	By: _____
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date: 07/15/2026	Date: _____	Date: 7/15/2026

Approved by Funding Agency (if applicable):

_____ Date: _____

PCO 049 - FINAL PAVING AND SPLITTER BOX WEIR ADJUSTMENT

Poole & Kent
Contractors
An EMCOR Company

Job Name: Bradenton 4th Clarifier

PK Job No.: 23707

PK CO #: 49

Date: 7/10/2026

Sheet No.	Sheet Identification	Base Cost	Base Labor Cost
1	Material & Labor Breakdown	$ -	$ 2,500.00
2	Rental Equipment + Tools	$ 1,580.00	
3	Suppliers & Subcontractors	$ 185,775.00	
4	Incidental/Consumables (2% of PK Labor)	$ 106.00	$2,800.00
Totals: Material Cost - Labor Hours		$ 187,461.00	$ 5,300.00

LABOR

Adjustment Factor: 100%

	Hours	Rate	Subtotal
Apprentice	12.00	$45.00	$540.00
Journeyman/Foreman	12.00	$55.00	$660.00
Superindentant	20.00	$65.00	$1,300.00
TOTAL LABOR			$2,500.00

Suppliers		0.00
Labor Cost		5,300.00
Material Cost		0.00
Rental Equipment		1,580.00
Sales Tax	7.5%	118.50
Incidentals & Delivery		106.00
SubTotal		7,104.50
General Markup	15%	1,065.68
Subtotal		8,170.18
Subcontractors		185,775.00
Sub Mark Up	7%	13,004.25
Subtotal		206,949.43
Bond	1%	2,069.49
Insurance	1%	2,069.49
Final Adjustment		(0.41)
Total		$211,088.00

CONSTRUCTION EQUIPMENT AND MAJOR TOOLS

EQUIPMENT / TOOLS	QTY	UNIT	COST PER UNIT	TOTAL COST
Acetylene Rigs Complete		hrs		0.00
Air Compressor, Chipping Hammer, and Hose		day		0.00
Backhoe		day		0.00
Saw W. Gas		hrs		0.00
Barricades		hrs		0.00
Blower/Fan		hrs		0.00
Bomag Roller		hrs		0.00
Case Wheel Loader		day	0.00	0.00
Concrete Pump Truck		Yds		0.00
Core Drill Machine		day	110.00	0.00
Crane		hrs		0.00
Crane (Boom Truck)		hrs		0.00
Crawler		Trips		0.00
Compactor W. Fuel & Delivery		day		0.00
Dewatering Equipment		Weeks		0.00
Diesel Welding Machine		week		0.00
Drill - Variable Speed		hrs		0.00
Dumpster		month	125.00	0.00
Dumptruck		hrs		0.00
Excavator (Mini)		day	560.00	0.00
Excavator (Mini) Delivery & Pickup				0.00
Flat Bed Truck - 2 Ton		hrs		0.00
Fork Lift	1	Week	1,205.00	1,205.00
Fork Lift & pickup			400.00	0.00
Telehandler		week	875.00	0.00
Gas Pump	1	week	375.00	375.00
Diesel		gallons	5.50	0.00
Grooving Machine		hrs		0.00
Hilti Drill		hrs		0.00
Ladders		hrs		0.00
Laser		hrs		0.00
Pick-up Truck		hrs		0.00
Pipe Bending Machine		week		0.00
Pipe Machine		hrs		0.00
Plate Compactor		day	150.00	0.00
Portable Power Jack		hrs		0.00
2" Electric Pump (2 Pumps)		week	250.00	0.00
Restroom		month	220.00	0.00
Roust-A-Bouts		hrs		0.00
Rubber Tire Combination		hrs		0.00
Scaffolding/shoring		month	281.00	0.00
Scaffolding/shoring Delivery & pickup			400.00	0.00
Scissor/Hi-Lift		week		0.00
Safety Equipment		month		0.00
Temporary OH Crane (2)		Month	1,000.00	0.00
Track Backhoe		hrs		0.00
Transit/Level		hrs		0.00
Trench Box		days		0.00
Trenching Machine		hrs		0.00
Other (Concrete/Grout Hual off)		n/a		0.00
Snokel Lift				0.00
Delivery/ Pick Up of Equipment		n/a		0.00
				0.00
			EQUIPMENT & TOOLS TOTAL COSTS	$1,580.00

EQUIPMENT AND SUBCONTRACTORS

VENDOR / MANUFACTURER	EQUIPMENT/MATERIAL	PRICE
	TOTAL EQUIPMENT	0.00

SUBCONTRACTOR	SCOPE	PRICE
Big M	Paving	$ 165,500.00
Big M	Asphalt Repairs	$ 20,275.00
	TOTAL SUBCONTRACTORS	185,775.00

Incidentals

OTHER DIRECT COSTS	QTY	UNIT	UNIT TOTAL COST
Engineering/Drafting/Layout			0.00
Estimating & Cost Analysis	8	100.00	800.00
Extraordinary Estimating Expenses			0.00
Field Office Management			0.00
Project Management	12	100.00	1,200.00
Time Keepers and Expenses			0.00
Office Trailer			0.00
Electric Connection			0.00
Project Consumables (Water, Additional Safety,ext.)	2%		0.00
Rental Dumpsters	0	50.00	0.00
Access Platform			0.00
Instruction of Owner's Personnel			0.00
Security/Watchman			0.00
Survey	1	800.00	800.00
CPM Scheduling/Update			0.00
Deliveries, Company			0.00
O & M Manuals			0.00
Parking Expenses			0.00
Permits			0.00
Prefabrication Facilities/Shop Equipment			0.00
Progress Photos			0.00
Storage Facilities - Off-Site			0.00
Storage Facilities - On-Site			0.00
Welding Inspection & Testing			0.00
Waste Removal			0.00
Tags, Charts, Identification			0.00
Task Lighting			0.00
Temporary Air / Ventilation			0.00
Temporary Fencing			0.00
Temporary Power			0.00
Temporary Toilets	0	150.00	0.00
Temporary Water			0.00
Contingencies			0.00
Warranty			0.00
Sales Tax on Applicable Items Above			
Total Costs			$2,800.00

ESTIMATE

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

dsenterprise.shane@yahoo.com
+1 (561) 502-2011

Poole & Kent Co. of FL:Bradenton WRF Addition of 4th Clarifier

Bill to
Bradenton WRF Addition of 4th Clarifier
Poole & Kent, CO

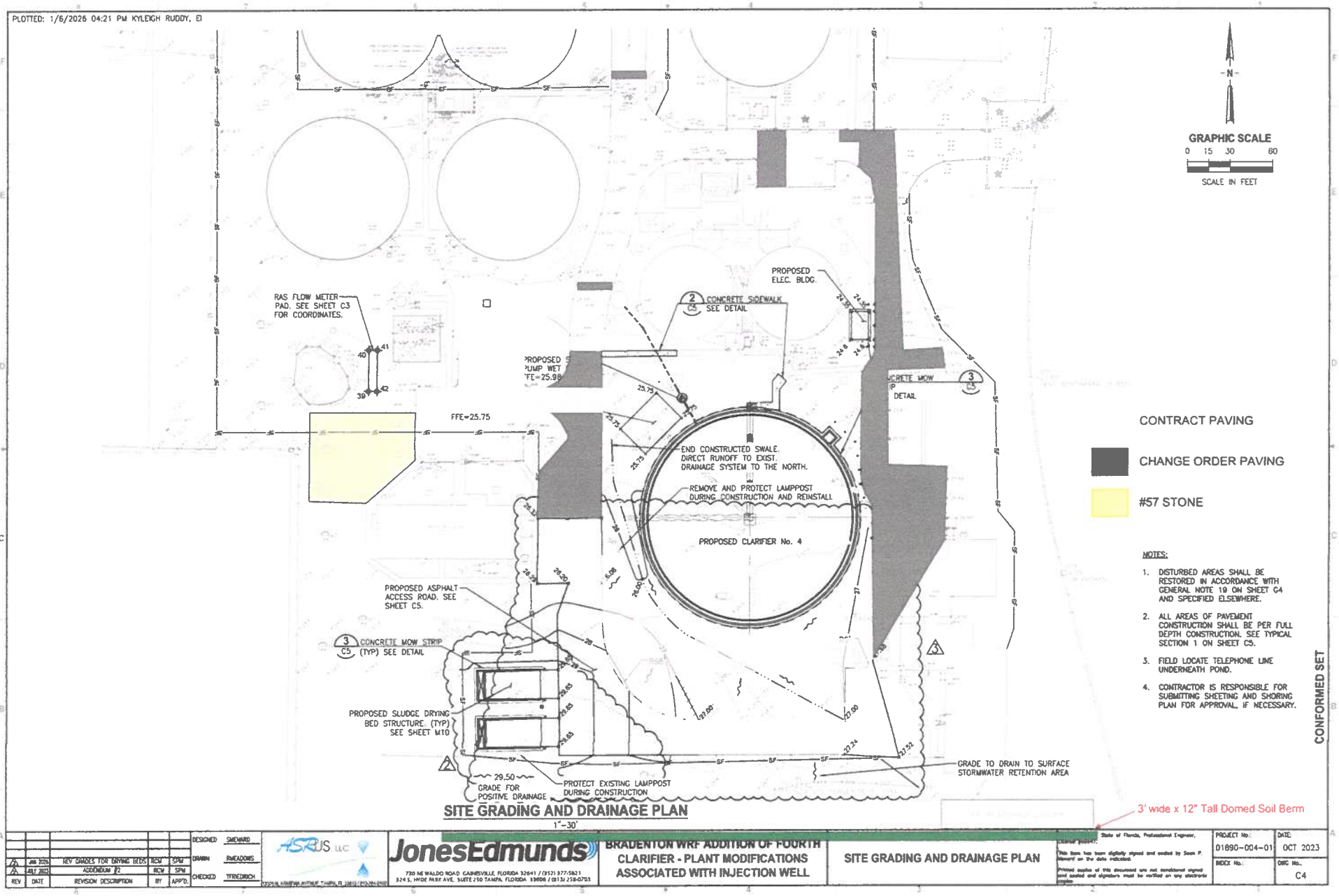
Ship to
Bradenton WRF Addition of 4th Clarifier
Poole & Kent, CO

Estimate details
Estimate no.: 1276
Estimate date: 06/18/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.		**Paving**	1,160 SY	1160	$125.00	$145,000.00
2.		**Milling Existing**		1	$9,500.00	$9,500.00
3.		**Parking Lot Extension with Base and Rock**		1	$11,000.00	$11,000.00

Total **$165,500.00**

Accepted date **Accepted by**


PLOTTED: 1/6/2026 04:21 PM KYLEIGH RUDDY, EI
SAVED: 1/6/2026 4:19 PM KRUDDY \\GNVPANO1\PANCLIENTS\01890 - ASRUS\PROJECTS\004-01 - BRADENTON FOURTH CLARIFIER\CAD\DWGS\CIVIL\CIVIL SHEETS-01890-004-01.DWG
N
GRAPHIC SCALE
0 15 30 60
SCALE IN FEET
RAS FLOW METER PAD. SEE SHEET C3 FOR COORDINATES.
PROPOSED ELEC. BLDG.
2 C5 CONCRETE SIDEWALK SEE DETAIL
PROPOSED PUMP WET FFE=25.98
FFE=25.75
3 C5 CONCRETE MOW STRIP DETAIL
END CONSTRUCTED SWALE. DIRECT RUNOFF TO EXIST. DRAINAGE SYSTEM TO THE NORTH.
REMOVE AND PROTECT LAMPPOST DURING CONSTRUCTION AND REINSTALL
PROPOSED CLARIFIER No. 4
PROPOSED ASPHALT ACCESS ROAD. SEE SHEET C5.
3 C5 CONCRETE MOW STRIP (TYP) SEE DETAIL
PROPOSED SLUDGE DRYING BED STRUCTURE. (TYP) SEE SHEET M10
29.50
GRADE FOR POSITIVE DRAINAGE
PROTECT EXISTING LAMPPOST DURING CONSTRUCTION
GRADE TO DRAIN TO SURFACE STORMWATER RETENTION AREA
CONTRACT PAVING
CHANGE ORDER PAVING
#57 STONE
NOTES:
1. DISTURBED AREAS SHALL BE RESTORED IN ACCORDANCE WITH GENERAL NOTE 19 ON SHEET G4 AND SPECIFIED ELSEWHERE.
2. ALL AREAS OF PAVEMENT CONSTRUCTION SHALL BE PER FULL DEPTH CONSTRUCTION. SEE TYPICAL SECTION 1 ON SHEET C5.
3. FIELD LOCATE TELEPHONE LINE UNDERNEATH POND.
4. CONTRACTOR IS RESPONSIBLE FOR SUBMITTING SHEETING AND SHORING PLAN FOR APPROVAL, IF NECESSARY.
CONFORMED SET
SITE GRADING AND DRAINAGE PLAN
1"=30'
3' wide x 12" Tall Domed Soil Berm
REV DATE REVISION DESCRIPTION BY APP'D
1 JAN 2026 REV GRADES FOR DRYING BEDS RCW SPM
2 JULY 2025 ADDENDUM #2 RCW SPM
DESIGNED SMEHARD
DRAWN RMEADOWS
CHECKED TYREDRICH
ASRUS, LLC
JonesEdmunds
730 NE WALDO ROAD GAINESVILLE, FLORIDA 32641 / (352) 377-5821
324 S. HYDE PARK AVE, SUITE 250 TAMPA, FLORIDA 33606 / (813) 258-0703
BRADENTON WRF ADDITION OF FOURTH CLARIFIER - PLANT MODIFICATIONS ASSOCIATED WITH INJECTION WELL
SITE GRADING AND DRAINAGE PLAN
PROJECT No.: 01890-004-01
DATE: OCT 2023
INDEX No.:
DWG No.: C4

AGENDA ITEM NO. 6.r

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: August 12, 2026

SUBMITTED BY: Nicholas Toth, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Agreement PB-26-040NT with Galls, LLC.

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Galls, LLC ("Vendor"), agrees to enter into an agreement with the City of Bradenton, Florida, to provide cooperative procurement solutions in connection with the supply of uniforms with related products and services to the City and the entities that access the City's cooperative purchasing contracts (the "Agreement"). This Agreement is in accordance with the specifications per that certain contract dated March 28, 2024, between Supplier and Sourcewell, a local government unit and service cooperative created under the laws of the State of Minnesota, for the provision of cooperative procurement solutions (the "Contract"); a copy of which is attached hereto and incorporated herein as Exhibit "A". The agreement has a base contract period dated from the authorized signing of this document by Gene Brown, Mayor, through March 24, 2028, with the option of three additional one-year terms upon written approval of the parties.

FINANCIAL IMPACT:
Funds will be from (00152100 0015200 552300) (Gear/Uniform Supplies).

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

SUGGESTED MOTION:
Motion to approve Agreement PB-26-040NT with Galls, LLC.

ATTACHMENTS:
Agreement PB-26-040NT with Galls, LLC.

CITY OF BRADENTON
BRADENTON, FLORIDA

AGREEMENT PB-26-040NT BETWEEN THE CITY OF BRADENTON AND GALLS, LLC.

Galls, LLC ("Supplier"), agrees to enter into an agreement with the City of Bradenton, Florida (the "City"), to provide cooperative procurement solutions in connection with the supply of uniforms with related products and services to the City and the entities that access the City's cooperative purchasing contracts (the "Agreement"). This Agreement is in accordance with the specifications per that certain contract dated March 28, 2024, between Supplier and Sourcewell, a local government unit and service cooperative created under the laws of the State of Minnesota, for the provision of cooperative procurement solutions (the "Contract"); a copy of which is attached hereto and incorporated herein as Exhibit "A", with a base contract period dated from the authorized signing of this document by Gene Brown, Mayor, through March 24, 2028, with the option of three additional one-year terms upon written approval of both parties. subject to the following modifications:

1. All references to "Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479" shall be replaced with "City of Bradenton, 101 Old Main Street, Bradenton, FL 34205."

2. All references to "State of Minnesota" shall be replaced with "State of Florida."

3. **Pricing**. Section 3 of the Contract shall be modified to add the following:

   Payment of all invoices issued under this Agreement shall be remitted in accordance with Florida's Local Government Prompt Payment Act set forth in §218.70, et seq., Florida Statutes.

4. **Participating Entity Use and Purchasing.** Section 6.E of the Contract shall be deleted in its entirety and replaced with the following:

   The governing law and venue for any action related to a Participating Entity's order under this Agreement shall be in the appropriate state court in Manatee County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida.

5. **Authorized Representative.** Section 9 of the Contract shall be modified to reflect the following:

   The City's Authorized Representative is its Purchasing Manager.

6. **Audit**. Section 10.A of the Contract shall be deleted in its entirety and replaced with the following:

   Pursuant to applicable Florida law, the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the City or the Florida Auditor General for a minimum of five (5) years from the end of the Agreement. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Agreement.

7. **Indemnification and Hold Harmless.** Section 11 of the Contract shall be deleted in its entirety and replaced with the following:

   Supplier 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) Supplier's performance, non-performance, or material breach of any provision of this Agreement or of Supplier's duties or obligations under this Agreement; or (ii) Negligence, gross negligence or willful misconduct on behalf of Supplier in performing its duties and obligations under this Agreement. 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 Supplier.

   Notwithstanding any other provisions contained in this Agreement to the contrary, any indemnity provided by the City shall be subject to the monetary limitations set forth in Section 768.28, Florida Statutes. Nothing in this Agreement 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.

8. **Government Data Practices; Information Security and Cybersecurity Practices.** Section 12 of the Contract shall be deleted in its entirety and replaced with the following:

   Supplier and City must comply with sections 501.171 and 282.3185, Florida Statutes, as it applies to: (i) cybersecurity practices; (ii) all confidential information and data provided by or provided to the City under this Agreement; and (iii) all data created, collected, received, maintained, or disseminated by the Supplier under this Agreement.

   Notwithstanding the parties' compliance with the foregoing Florida Statutes, this Agreement shall be subject to the City of Bradenton's Information Security Addendum incorporated herein as Exhibit 'B"

9. **Governing Law, Jurisdiction, and Venue.** Section 14 of the Contract shall be deleted in its entirety and replaced with the following:

   The substantive and procedural laws of the State of Florida will govern this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state court in Manatee County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida.

10. **Insurance.** Section 18.A.1–18.A.3 of the Contract shall be deleted in their entirety and replaced with the following:

    Before performing any services under this Agreement, Supplier shall procure and maintain, during the life of this Agreement, unless otherwise specified, the coverages of insurance listed below. The insurance policies shall be primary and written on forms acceptable to the City and placed with the insurance carriers approved and licensed by the State of Florida Office of Insurance Regulation and meet a minimum financial AM Best Company rating of no less than "A-Excellent: FSC VII." The City, its officers, agents, and employees shall be named as additional insureds on all policies required (excluding workers' compensation).

    A. Supplier shall obtain, and submit to the Purchasing Division within ten (10) Calendar days from the date of this Agreement, at its expense, the following minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy):

       i. Workers' Compensation. Workers' Compensation coverage as required under Florida Administrative Code, 69L-6.032 for all Contractor employees. The minimum amounts of coverage required by this Agreement which are customarily insured under Part Two of the standard Workers' Compensation Policy shall be:

          (Bodily Injury-Each Accident): $500,00.00
          (Disease-Policy Limit): $500,00.00
          (Disease-Each Employee): $500,000.00

       ii. Commercial General Liability. Commercial General Liability insurance coverage for bodily injury and/or property damage claims(s) that may occur in carrying out the terms of this Agreement, and that would be provided with the attachment of the Amendment of Limits of Insurance (Designated Project or Premises) endorsement (ISO Form CG 2503). The minimum amounts of coverage required by this Agreement shall be:

          (Each Occurrence: Bodily Injury and Property Damage): $1,000,000.00
          (Personal and Advertising Injury); $1,000,000.00
          (Aggregate for Products Liability-Completed Operations): $2,000,000.00
          (General Aggregate): $2,000,000.00

iii. Commercial Automobile Liability. Commercial Automobile Liability insurance coverage for all owned, non-owned and hired vehicles that are used in carrying out the terms of this Agreement. The minimum amount of coverage required by this Agreement shall be:

(Each Accident; Combined Single Limit): $1,000,000.00

11. **Insurance.** Section 18 of the Contract shall be modified to add the following:

All insurance policies shall provide that should any of the above-described policies be cancelled before the expiration date thereof, notice will be provided in accordance with the policy provisions. By way of execution of this Agreement, Supplier agrees that any insurance policies shall not be cancelled without thirty (30) days' notice to the City and must be endorsed to provide the same.

12. **Public Records.** A new provision, Public Records, shall be added to the Agreement as follows:

Pursuant to §119.0701, Fla. Stat., and to the extent applicable under Florida law, Supplier shall comply with Florida's public records laws as follows:

A. Supplier shall keep and maintain public records required by the City in order to perform the service;

B. Upon request from the City, 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 Florida Statutes, Chapter 119, or as otherwise provided by law; Supplier shall ensure 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 Agreement term and following completion of the Agreement if Supplier does not transfer the records to the City;

C. Supplier shall upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of Supplier or keep and maintain public records required by the City to perform the service. If Supplier transfers all public records to the City upon completion of the Agreement, Supplier shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Supplier keeps and maintains public records upon completion of the Agreement, Supplier 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; and

D. Supplier acknowledges that all information relating to the Agreement are public records, as defined in Chapter 119, "Public Records" of the Florida Statutes. No information should be labeled confidential unless exempted under said laws.

IF SUPPLIER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO SUPPLIER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
Phone: (941) 932-9400
Email: Cityclerk@Cityofbradenton.com
Mailing Address: 101 Old Main Street, Bradenton, FL 34205

13. **E-Verify.** A new provision, E-Verify, shall be added to the Agreement as follows:

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. Supplier hereby represents that it is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes. Supplier 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. Supplier hereby warrants that it has not had a contract terminated by a public employer for violating Section 448.095, Florida Statutes, within the year preceding the effective date of this Agreement. If Supplier has a contract terminated by a public employer for any such violation during the term of this Agreement, it shall provide immediate notice thereof to the City.

14. **Notice**. A new provision, Notice, shall be added to the Agreement as follows:

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 addresses below:

Supplier's Authorized Representative:		**City of Bradenton's Authorized Representative:**	
Name:	Mike Fadden	Name:	Nicholas Toth
Title:	CEO	Title:	Purchasing Analyst
Address:	1340 Russell Cave Road	Address:	101 Old Main Street
	Lexington, KY 40505		Bradenton, FL 34205
Telephone:	859-787-0420	Telephone:	941-714-7504
E-Mail:	Fadden-mike@galls.com	E-Mail:	Nicholas.toth@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

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.

Mike Fadden, CEO — 07/16/2026
Galls, LLC. — Date

Gene Brown, Mayor — Date
City of Bradenton

DocuSign Envelope ID: B5710B4D-7532-4D11-8734-D48BB50F8CD6

Solicitation Number: RFP #011124

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Galls, LLC, 1340 Russell Cave Rd., Lexington, KY 40505 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Uniforms with Related Products and Services from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires March 25, 2028, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

2. EQUIPMENT, PRODUCTS, OR SERVICES

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A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services are suitable for and will perform in accordance with the ordinary use for which they are intended. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

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A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

- Identify the applicable Sourcewell contract number;

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- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized

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subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract; however, Supplier performance, Participating Entity payment obligations, and any applicable warranty periods or other Supplier or Participating Entity obligations may extend beyond the term of this Contract.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

7. CUSTOMER SERVICE

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A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and Services provided to Participating Entities. The Administrative Fee must be included in, and not

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added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

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D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

    a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

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b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

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14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

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The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

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no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

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Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

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Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

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the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity 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 C.F.R. § 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. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

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records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

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R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell	Galls, LLC
DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: Mike Fadden 0C4B71230FBF488...
By: _____	By: _____
Jeremy Schwartz	Mike Fadden
Title: Chief Procurement Officer	Title: CEO
Date: 3/28/2024 | 10:24 AM CDT	Date: 3/28/2024 | 7:01 AM PDT

Exhibit A

RFP 011124 - Uniforms with Related Products and Services

Vendor Details

Company Name:	Galls, LLC
Address:	1340 Russell Cave Road Lexington, KY 40505
Contact:	Tiffany Brewer
Email:	brewer-tiffany@galls.com
Phone:	859-800-1406
HST#:	20-3545989

Submission Details

Created On:	Tuesday January 09, 2024 07:29:54
Submitted On:	Thursday January 11, 2024 11:48:26
Submitted By:	Tiffany Brewer
Email:	brewer-tiffany@galls.com
Transaction #:	54f2729c-c672-4dd6-89d7-f477d7c11b25
Submitter's IP Address:	4.30.235.194

Exhibit A

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Galls, LLC	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Patriot Outfitters, LLC US Patriot Tactical	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Galls, LLC dba Galls Long Beach Uniforms Quartermaster, LLC Postal Uniform Xpress Postal Uniforms Direct Postal Uniforms Online Postal Uniform Discounters American Postal Uniforms Wasserman Uniforms A.M.E.'s Uniforms Patriot Outfitters, LLC Carpenter Uniforms and Promotional Products Red the Uniform Tailor Miller Uniforms and Emblems Inc. KEEPRS Inc. Cruse Uniforms & Equipment Inc Samzie’s LTD Lark Uniform Company Inc. Universal Uniforms Sales Co., Inc. Keystone Uniforms OC On Guard Apparel US Patriot Tactical	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	G7DPAK2M4HP1	*
5	Proposer Physical Address:	1340 Russell Cave Rd. Lexington, KY 40505	*
6	Proposer website address (or addresses):	www.galls.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Mike Fadden, CEO 844-464-2557 fadden-mike@galls.com 1340 Russell Cave Rd. Lexington, KY 40505	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Tiffany Brewer Sr. Mgr. Contract Compliance 859-800-1406 brewer-tiffany@galls.com	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Matt Andrews, Regional Director - Sales andrews-matthew@galls.com 859-800-1167	

Table 2: Company Information and Financial Strength Exhibit A

Line Item	Question	Response *	
10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Galls has been in business for over 57 years servicing the Public Safety market; specializing in law, fire, security, corrections, emergency medical services, federal government, military, postal and transit uniforms, footwear, and equipment. Galls is headquartered in Lexington, KY and employs more than 1600 employees. Galls generates over $560 million in annual sales by servicing over one million individuals and 68% of all public safety agencies annually. Our goal to is to make sure that we can be proud of the service and products we provide. Our core customer's constantly put their lives on the line to protect the people in this country and we want to show them that we are as dedicated to them as they are to us. We are more than capable of supplying and delivering the uniforms and accessories to participating members facilities per the specifications over the term of the contract. We are proud to serve America's Public Safety Professionals	*
11	What are your company's expectations in the event of an award?	We expect that this contract will function similarly to our current contract with Sourcewell for body armor and other nationwide Co-Ops. If awarded, we will share this contract with other awarded vendors and it will be our responsibility to market our products and services.	*
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	See attached	*
13	What is your US market share for the solutions that you are proposing?	20%	*
14	What is your Canadian market share for the solutions that you are proposing?	Galls does not supply at this time but would be interested in exploring that option with the Sourcewell contract.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Galls,LLC has never petitioned for Bankruptcy	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	Galls is the largest public safety uniform and equipment distributor in the United States. Galls website features all authorized products and manufacturers that we are eligible to supply. We have manufacturers that range in size from small/locally owned to nationally recognized names such as Lion/Elbeco, Fechheimer, and 5.11 to name a few.	*
17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	N/A	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Galls is not currently or previously suspended/debarred by any local, state, federal agencies within the last 10 years.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	Newsweek's America's Greatest Workplaces 2023 Newsweek's America's Greatest Workplaces for Diversity 2023 Military Times Best for Vets Employer 2023 Recipient of the NAUMD Best Dressed Correctional, Police & Sheriff Small Agency 2023 Recipient of the NAUMD Best Dressed Police & Sheriff K-9 Unit 2022 Recipient of the NAUMD Best Dressed Emergency Services Large Fire House 2022 Recipient of the NAUMD Best Dressed Police & Sheriff Motorcycle Unit 2022 Recipient of the NAUMD Best Dressed Government: BOF 2022 Recipient of the NAUMD Image of the Year: Transportation 2022	*
20	What percentage of your sales are to the governmental sector in the past three years	Approximately 80% of our business is to the public safety sector on the local, state, and federal level.	*
21	What percentage of your sales are to the education sector in the past three years	Approximately 5-8%	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	Buyboard : $5mm NYHIRE : $100,000 COSTARS : $200,000 STARS Alliance : $305,000 SOURCEWELL: $200,000	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	GSA : $10mm annually	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
San Antonio Fire Department	Joe Arrington, Public Information Officer	210-207-4926	*
Houston Fire Department	Jaime Arrendondo, Division Manager/Logistics	832-395-8538	*
Phoenix Fire Department	Captain Keith Rogers	602-510-2038	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
City of Atlanta PD	Government	Georgia - GA	Uniforms, equipment, body armor, branch location, customer specific website	Varies by individual and department wide purchases	2021 - $1.7m 2022 - $2m 2023 - $1.5m	*
City of Los Angeles	Government	California - CA	Uniforms, equipment, body armor, branch location, customer specific website	Varies by individual and department wide purchases	2021 - $2.5m 2022 - $3m 2023 - $2.9m	*
City of Houston Police Department	Government	Texas - TX	Uniforms, equipment, body armor, branch location, customer specific website	Varies by individual and department wide purchases	2021 - $800k 2022 - $800k 2023 - $800k	*
Metropolitan Police Department	Government	District of Columbia - DC	Uniforms, equipment, body armor, branch location, customer specific website	Varies by individual and department wide purchases	2021 - $2.6m 2022 - $2.6m 2023 - $2.6m	*
City of Austin Police	Government	Texas - TX	Uniforms, equipment, body armor, branch location, customer specific website	Varies by individual and department wide purchases	2021 - $2m 2022 - $2m 2023 - $2m	*

Table 6: Ability to Sell and Deliver Service

Exhibit A

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	
26	Sales force.	Galls has over 90 outside sales reps across the country. We have 80 inside sales reps in our Lexington home office. We have 10 Account Development Reps that assist with service responsibilities in their market as well as manage their own portfolio of mid sized customers. We also have an additional Business Development team consisting of approximately 25 team members that target new business opportunities. Finally we have a branch network of over 60 locations nationwide and have rolled out a new program.	*
27	Dealer network or other distribution methods.	We are the largest public safety distributor in the United States and are setup with every major manufacturer in the market. We have over 1500 dealer partnerships and are a dealer for most major body armor manufacturers. Products will ship directly from one of our locations or we will arrange for a drop ship from the manufacturer directly to the end user.	*
28	Service force.	Our Sales team manages most of our service work but in addition to the sales we manage all operations in house. With onsite accounting, marketing, inventory management, and contract management teams Galls provides the best service behind the scenes to ensure our customers have their products timely, invoices are submitted and paid properly, and we adhere to compliance of all contractual agreements. Galls may provide onsite sizing or arrange for sizing at one of our various retail locations. Our field and branch teams are trained for fittings and sizing and can provide premier service.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Galls will take and fulfill all orders. We provide a full service ordering process with online, in person, over the phone, or through email. This allows our customers to purchase whichever way is easiest for them. Agency support is available to all participating entities via our Customer Care team or assigned agency representative. Our customers can also utilize any of our branch locations to be sized and place orders directly. Lastly, we have an online ordering portal known as eQuip we can setup Sourcewell pricing on its exclusive online ordering portal to be utilized by our customers.	*
30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Galls has assembled the best team of dedicated professionals to serve the Public Safety needs of the participating entities. Customers utilizing the Co-Op will have personal contacts here at Galls. These contacts will work to coordinate with our merchandisers, inventory planner, and Value Added Service team alterations/customization) to make sure we meet the customers needs for comfort, performance, and design.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Galls will work with each participating entity to work out the best program solution. We will leverage our strong sales force and our nationwide retail branches in almost every major city across the country.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	We have retail branches nationwide in almost every major city across the country. We have an outside sales force for every state that are actively pushing and pursuing new opportunities. We have service representatives both inside and outside that are supporting our sales efforts on a daily basis. We are equipped, ready, willing and eager to provide products and services across the United States to Sourcewell participants.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	This is something we would certainly be interested in but would rely on our partnership with Sourcewell and our success in the Canadian market to dictate what services we could provide. We do not have a sales force in Canada and do not sell into Canada at the moment. This would take some additional steps for us to provide products and services in Canada.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	We are able to service any Sourcewell entities. Due to the nature of some items any restrictions due to state and local compliance will be identified at the time of order.	*

35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	We service both Hawaii and Alaska today and have contracts or business relationships in both states. We do not have sales reps in/on those states but can service those markets and send people to service those customers if necessary to do so.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	We have a marketing and sales team that will focus on making sure that our customers understand all the advantages of using the Sourcewell contract. They will do this through marketing campaigns, direct emails, mailing list and in person visits.	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	We promote using online website, social media (Facebook, Twitter, Instagram) and email blasts. We have several that go out each day and can tailor the content to certain markets, certain diameters/mile radius' to target the necessary contacts and promote our partnership or our e-commerce capabilities to service the Sourcewell contract.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	We understand that it is our responsibility to market and promote our contract. Sourcewell's role will be minimal.W e hope to obtain leads on customer's we may not have a relationship built with, but it will be our job to reach out, contact those customers and convince them to partner with us on Sourcewell.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	These products and services are available through an e-procurement ordering system that is exclusive to Galls and Galls customers known as eQuip. Galls also offers the ability to create customized Online Ordering System ("eQuip") that will meet and exceed the expectations of our customers to offer an additional way to purchase your contracted equipment. eQuip is a real time, secure online ordering system which is fully integrated into the Galls ERP platform. eQuip will allow customers to manage uniform allotments, track orders, restrict views by rank or location, customize items, see inventory availability, manage inventory, track body armor expirations, and customize on demand reports for the agency, individual, or unit to provide a seamless order process. eQuip will notify customers of any backordered items in real time during order placement. Galls will work closely with our manufacturers to obtain product quickly to maintain stock of necessary uniform and equipment. The efficiencies gained by utilizing the Galls on-line solution result in real dollar savings beyond evaluating product at a line item basis. By utilizing this eQuip system you are eliminating a lot of the hidden costs with managing your uniform program. Such as managing multiple suppliers (Galls with over 1500 manufacturer partnerships can be your one stop shop) Travel down-time (time spent traveling to and from a store location to be sized or place orders can now be done from any mobile device). By utilizing eQuip you are lowering costs just by saving time, money and hours managing your uniform program, and increasing your buying power. Galls currently operates more than 15,000 eQuip sites nationwide, covering departments and agencies of all sizes between 5 and 100,000 users. eQuip capabilities will include: • Secure online ordering system o Site only accessible by username/password as assigned by customers o Grand Junction Fire contract pricing pre-loaded into each specific website. • Mobile device capability • Customer specific configuration • Product offering management o Individual Department products only o Products by employee group • Optional shop full catalog feature • Integrated with Galls ERP system • Flexible On-Demand Reporting The Galls eQuip web system is an in-house technology owned and operated by Galls. This is important because it allows Galls to control the timelines of implementations and changes throughout the contract in a timeframe that is acceptable to the user. Galls does not outsource any of the work needed to build and maintain the website. The Galls eQuip system is a force multiplier for your department that will dramatically amplify your effectiveness in managing contract purchases at no additional cost or effort to any of the Sourcewell participating entities. This is something Galls offers at no cost to the customer and is something we work hand in hand with customers to get rolled out for them.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *	

40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	For this contract we could train customers participating in the Sourcewell contract with sizing certification so they can size their own officers. Our sales team is certified in sizing and can assist in training any Sourcewell Participating Entities. That said,our service model is designed to provide this service to all of our customers. We will also leverage our manufacturer/supplier teams to provide additional information or training sought.	*
41	Describe any technological advances that your proposed products or services offer.	We have developed a system called eQuip that we can offer any Sourcewell Participating entities. Our eQuip system is an online ordering system for customers that allows them to place and track orders, run report on order history, lock down contract pricing, and request for additional items. This is something exclusive to Galls and offered only to Galls customers.	*
42	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	In 2020 we took steps to reduce our overall corrugate usage by about 30%. We replaced some one-time use corrugate with multi-use conveyances. We have also increased the number of shipments is bags vs. boxes. In terms of disposal of corrugate, we have moved away from paying to remove our corrugate waste to installing a baler and selling our bales to a recycler. In 2021 we will continue to look for more ways to reduce corrugate in the building as well as other paper waste. With some late year IT initiatives, we will be able to take items direct from Inbound to shipping eliminating the need to put in a box and put in a Reserve location before it ships. Energy Management We eliminated our permanent weekend shift and our 3rd shift, reducing our energy consumption. In 2021 we are looking into adding motion activation controls to light fixtures in areas which are less traveled Transportation In 2020 we became a SmartWay certified shipper. SmartWay is a program through the EPA to promote Eco-Friendly shipping. https://www.epa.gov/smartway We continue to push for Economy shipping methods vs. Express. Economy (Ground) has a much smaller carbon footprint than Express (Air). Galls also works within our local communities and volunteers time to assist with city beautification and cleanup efforts.	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	We do not have any third party issued eco-labels, ratings or certifications.	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Galls does not hold any certifications. Galls utilizes certified businesses throughout the country where applicable. We have a federally approved small business plan via our GSA contract.	*

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities (customization, personalization, alteration, fitting, and/or sizing)? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities (laundering, cleaning, mending and/or repair services)?	As the largest Public Safety uniform and equipment distributor in the United States, Galls has the unique ability of providing the highest level of service and inventory available. Galls has relationships with all major manfacturers currently producing items for the public safety sector. With a large sales force consisting of both field and Corporate based employees, we offer one on one partnerships with all of our end users. Galls offers custom built online ordering web portals fully customized for your agencies ordering needs. EMBROIDERY & TAILORING No one can compare to our full spectrum of in-house customization options for apparel and gear. Utilizing single, double, six, and twelve head embroidery machines we can accommodate everything from the small individual order to the substantial agency order. Strategic training allows us to quickly expand and contract work cells to service both rush and more complex orders. Our integrated warehouse management system allows real time tracking of each order as it completes each Production operation. Galls' embroidery options provide a complete catalog of Madeira poly-neon thread in wide-ranging colors to include red, gold, dark gold, navy, green, and white. Alterations Galls provides numerous customization options for our uniform products. This includes tailoring, embroidery, emblem application, heat press, and screen printing. Galls understands that agency needs will vary across the nation and we want to ensure that there is never any confusion about pricing, so we have included the attached document which details many of the services we offer. We know that we can meet any customization needs presented by a participating member. Alteration/Fit/Sizing System Galls provides alterations in house through our distribution center in Lexington, KY and at all of our retail and service centers scattered across the country. To ensure proper fit, there are several options. Galls employees can come on site to take measurements and properly store them for future reference. Galls can also provide a run of sample sizing for the customer to keep on hand, try on and order the correct size. Customer preference can be discussed upon award. Hemming takes place at our distribution center or at our retail/service centers. Alterations Galls will be able to provide same day issue and alterations of uniforms and accessories, at their branch, when requested. This is at no additional charges. Any products requiring special alterations may be left at the Galls branch and picked up later. All patches that are required to be on uniforms will be sewn and placed at no additional charge. Galls will work with each participating member to schedule fitting, sizing, and alterations within three (5) days of the request. Customer Service Policy on Backordered Items, Items Delivered Incorrectly, Invoicing Issues, Exchanges, and Returns Our ordering system (GQ) maintains all record of backorders and can generate estimated time of arrival on all orders. If an order is placed through the custom online ordering system (eQuip), it will notify the customer immediately if an item is on backorder. The notification process and inventory accountability/realization is in real time. Galls also works closely with the department to increase stock as needed for contract items to avoid backorder demand. To reduce and eliminate errors, department approval for all personalized items is imperative before the first order is shipped out. This requires a signature prior to apply personalization to the garment. Your managed account representative also has the capability to inspect items before they are shipped out. Incorrectly delivered items, exchanges, and returns are all handled as stated below. Another option will be to return the items to the local facility. Invoice issues can be resolved by contacting our finance department. Initially, the managed account representative can also resolve any issues until a finance contact has been confirmed. Galls has an immediate turnaround time for returning phone calls and emails, on a daily basis. In the event the managed account representative is out of the office, the assistant sales rep or other team member will respond in no more than 24 hours, typically all calls are returned same day if received before close of business.	*

Table 9A: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	All products that Galls sells are covered under our standard return/exchange policy. Unused and new items received within 30 days can be exchanged or credited. Any additional manufacturer warranties will be passed on to the end user as well.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	This will vary based on manufacture and will be handled on a case by case basis. Galls will work with the end user and the manufacturer to insure all details regarding warranty usage is readily available and provided upon request. Galls also offers a 30 return policy on new and unused items.	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	Galls service team will be doing the travel and that expense will come at no cost to customer.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Galls will work with each manufacture to determine the best avenue for any warranty concerns. Galls will insure that these concerns are handle in a timely manner.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	The manufacturer will handle the warranty service for each individual product. As the distributor we will make sure this is handled quickly and efficiently by working closely with our manufacturer partner on the matter.	*
51	What are your proposed exchange and return programs and policies?	We will always work to make sure our customer are receiving exactly what they ordered. If something is received damaged or incorrect a reach out to our Customer Care team or designated account rep will be in order to make sure Galls takes care of the return and corrects the issue. All unused ad new items will be eligible for exchange if received within 30 days of delivery.	*
52	Describe any service contract options for the items included in your proposal.	We do not have a service contract option but our sales team will always provide service to any customer utilizing the Sourcewell contract.	*

Table 9B: Performance Standards or Guarantees

Describe in detail your performance standards or guarantees, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your performance materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
53	Describe any performance standards or guarantees that apply to your services (product longevity or wear- resistance).	Galls will work with each vendor/manufacturer partner to insure products are meeting their life cycle and keeping our customers fully uniformed. All manufacturer warranty's are passed on to the purchasing member. Galls has an internal quality control team that inspects items as they come in to our facilities and items before they go out.	*
54	Describe any service standards or guarantees that apply to your services (repairs, cleaning turnaround times, etc.).	Galls will honor all workmanship on alterations and customization. Exchanges and returns are processed upon receipt, but individual orders will be handled on a case-by-case basis. Reach out to your sales rep or our Customer Care team for questions.	*

Table 10: Payment Terms and Financing Options

Exhibit A

Line Item	Question	Response *	
55	Describe your payment terms and accepted payment methods.	Net 30. Payments are accepted in the following forms: ACH/EFT All Major Credit Cards Government Purchase Cards Paper Check Cash - Branch Locations only	*
56	Describe any leasing or financing options available for use by educational or governmental entities.	We do not offer any leasing or financing options at this time.	*
57	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	None at this time. Galls will work with each participating agency to determine and additional agreements that may be necessary.	*
58	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Galls accepts P-Card and there is no additional cost associated with it's use.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
59	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Galls pricing structure will be based off the Galls Catalog and published pricing. SKUs have been provided for all items and pricing has been uploaded.	*
60	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	15% discount off list price	*
61	Describe any quantity or volume discounts or rebate programs that you offer.	Galls is not offering a quantity or discount rebate. However, all participating users are encouraged to contact our Customer Care or designated sales contact for additional quotes.	*
62	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Quotes will be provided on a case by case basis if items are not included on the full catalog offering. Additonal products and manufacturers within the scope of work will be available to our customers. If the need to add these items to the contract arise we will work to have a PNP approved.	*
63	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	Freight cost are not included and will be quoted per order. Alterations, embroidery and customization are not included in the cost of the products listed in our offering. Due to the nature of these items we will quote on a case by case basis.	*
64	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight cost are not included and will be quoted per order.	*
65	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Galls currently ships to all states utilizing the best practices and most cost efficient options. Delivery to Canada will be completed in the same manner. All orders exiting the country shall be subject to a full internal export audit. All duties and fees are the responsibility of the purchasing entity.	*
66	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Galls has 3 distribution centers nationwide and a retail branch network of over 50 locations. Participating Entities will have the option to purchase in store, online, over the phone or via email and fax.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
67	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	

Exhibit A

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
68	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	If awarded, a pricelist will be created for all products on the catalog. This catalog will be marked formal by the Contract Management Specialist which will lock in customer pricing to that Specialist only. If any increases are warranted through the life of the contract. The Contract Specialist will be the only representative within the company with access to the pricing and will be responsible for the updates. This provides you a personalized contact for your customers and removes errors that can be caused when too many people have access to change a customer's pricing. Any customer purchasing off the sourcewell contract will be tied to the pricelist and automatically receive Sourcewell pricing. The Contract Specialist will also have a Hold Bucket created which will hold any orders over $25,000 so they can be reviewed prior to completion. This creates a check and balance between or Sales/Store reps and the Contract specialist.	*
69	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Galls has implemented several new processes in order to be successful in providing our goods under cooperative agreement. Galls has the ability to track items by customer, vendor, dates, etc. Galls will meet quarterly internally to discuss the usage and will provide training and soft skills to our sales associates to assist in driving customers appropriately to the cooperative agreement.	*
70	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	1%	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
71	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	Our offering includes items needed to complete uniforms for public safety, fire, military, transit, food service, and both private and public security. Galls has provided pricing for uniforms, badges, footwear and other related accessories. UNIFORM APPAREL ALTERATIONS/CUSTOMIZATION FOOTWEAR UNIFORM ACCESSORIES	*
72	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	ALTERATIONS APRONS ASCOTS ATHLETIC/TRAINING BADGES/ID BALL CAPS BASELAYER BOTTOMS BASELAYER SLEEVES BASELAYER TOPS BDU BOTTOMS BDU LONG SLEEVE SHIRT BDU SHORT SLEEVE SHIRT BIKE BOTTOMS BIKE JACKET BIKE LONG SLEEVE SHIRT BIKE SHORT SLEEVE SHIRT BLAZER/BLOUSECOATS BOMBER JACKET BOOTS BUTTONS CASUAL WEAR CLASS A	

		CLASS B Exhibit A COLD WEATHER GLOVES CUSTOMIZATION DICKIES DRESS GLOVES DRESS OXFORDS DRESS UNIFORM EPAILETTES FLAPS/STRAPS/TABS FLEECE JACKET FOOD SERVICES FOOD SERVICES HEADWEAR FOOD SERVICES NECKWEAR FOOTWEAR ACCESSORIES GLOVES HANKERCHIEFS HEADWEAR INSOLES JACKETS JOB SHIRT LAB COATS ON DUTY GLOVES OVERALLS PANELS PANTS PARKAS PERFORMANCE BOTTOMS PERFORMANCE JACKET PERFORMANCE WEAR POLOS PONCHOS SAFETY VESTS SCARVES SCRUBS SHOELACES SHORTS SHOULDER CORDS SKIRT SOCKS SOFTSHELL JACKETS SUNGLASSES SWEATERS SWEATSHIRTS TACTICAL PANTS TIES TROUSER BELTS TROUSERS T-SHIRTS TURTLENECKS UNDERGARMENTS UNIFORM BOOTS UNIFORM SHOES VELCRO WINDBREAKERS WORK BOOTS WORKWEAR ZIPPERS	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
73	Uniform apparel, uniform accessories, and footwear;	(•) Yes ( ) No	Yes	*
74	Rental and leasing services incidental to the offering of the uniform apparel, uniform accessories, and footwear described in Line 73 above;	( ) Yes (•) No	No	*
75	Customization, personalization, alteration, fitting, and sizing services incidental to the offering of the uniform apparel, uniform accessories, and footwear described in Line 73 above;	(•) Yes ( ) No	Yes	*
76	Laundry, cleaning, mending, and repair services incidental to the offering of the uniform apparel, uniform accessories, and footwear described in Line 73 above; and,	( ) Yes (•) No	No	*
77	Incidental offering of facility supplies and related services such as, floor mats, mops, cleaning supplies, first-aid supplies, and related items to the extent they are complementary to the offering of the uniform apparel, uniform accessories, and footwear described in Line 73 above.	( ) Yes (•) No	No	*

Table 15: Exceptions to Terms, Conditions, or Specifications Form

Line Item 78. **NOTICE**: To identify any exception, or to request any modification, to Sourcewell standard Contract terms, conditions, or specifications, a Proposer must submit the proposed exception(s) or requested modification(s) via redline in the Contract Template provided in the “Bid Documents” section. Proposer must upload the redline in the “Requested Exceptions” upload field. All exceptions and/or proposed modifications are subject to review and approval by Sourcewell and will not automatically be included in the Contract.

Do you have exceptions or modifications to propose?	Acknowledgement *
	(•) Yes ( ) No

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - Sourcewell - Uniforms with Related Products and Services RFP 011124 - Galls Price Offer.xlsx - Thursday January 11, 2024 11:34:22
- Financial Strength and Stability - Galls 2022 AFS- Confidential.pdf - Tuesday January 09, 2024 08:28:38
- Marketing Plan/Samples (optional)
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - Packing Slip-Return-Warranty.pdf - Thursday January 11, 2024 11:35:40
- Standard Transaction Document Samples (optional)
- Requested Exceptions (optional)
- Upload Additional Document - GQ B2B Specification - Updated 3.31.21.pdf - Tuesday January 09, 2024 08:28:54

Exhibit A

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor's objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the "Specially Designated Nationals and Blocked Persons" list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Mike Fadden, Chief Executive Officer, Galls, LLC

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_4_Uniforms_with_Related_Products_and_Services_RFP_011124 Mon December 18 2023 03:08 PM	☑	2
Addendum_3_Uniforms_with_Related_Products_and_Services_RFP_011124.pdf Thu December 14 2023 02:18 PM	☑	3
Addendum_2_Uniforms_with_Related_Products_and_Services_RFP_011124 Tue December 12 2023 01:10 PM	☑	1
Addendum_1_Uniforms_with_Related_Products_and_Services_RFP_011124 Mon November 20 2023 04:35 PM	☑	2

Docusign Envelope ID: 998AE91C-62B5-47D6-9F5E-7C337179362B

AMENDMENT #1
TO
SOURCEWELL CONTRACT #011124-GAL

THIS AMENDMENT, effective upon the date of the last signature below, is by and between **Sourcewell** and **Galls, LLC** (Supplier).

Sourcewell entered into Contract #011124-GAL, with Supplier to provide Uniforms with Related Products and Services, effective March 28, 2024, through March 25, 2028 (Contract).

Supplier has requested to modify the Contract.

NOW, THEREFORE, the parties amend the Contract as follows:

1. Supplier's response to Proposal Line #3 of Table 1: Proposer Identity & Authorized Representatives, is amended to add the following name:

   Uniform Works, Limited, in Canada

2. Supplier's response to Proposal Line #32 of Table 6: Ability to Sell and Deliver Service, is amended to add the following paragraph:

   We have retail branches nationwide in almost every major city across the United States and expanding into Canada. We have an outside sales force actively pushing and pursuing new opportunities. We have service representatives both inside and outside that support our daily sales efforts. We are equipped, ready, willing and eager to provide products across the United States and Canada to Sourcewell participants. A list of ever-expanding locations can be made available upon request.

3. Supplier's response to Proposal Line #33 of Table 6: Ability to Sell and Deliver Service, is amendment to add the following paragraph:

   As Galls continues to grow, we have strengthened our team to ensure comprehensive support for Sourcewell participants throughout the United States and Canada. Our commitment to both markets is unwavering — providing the quality products our customers rely on and the dedicated service they deserve.

Except as amended herein, the Contract remains in full force and effect.

(signature page to follow)

Docusign Envelope ID: 998AE91C-62B5-47D6-9F5E-7C337179362B

Sou

Signed by:
Jeremy Schwartz
C0FD2A139D06489...

By:

Jeremy Schwartz
Chief Operating & Procurement Officer

Date: 4/5/2026 | 3:28 PM CDT

Gal

Signed by:
Dustin McDulin
F0C324F8047A43E...

By:

Dustin McDulin
CFO

Date: 4/6/2026 | 11:11 AM CDT

City of Bradenton Information Security Vendor Addendum Rev 1.2

January 06, 2023

PURPOSE: The purpose of these requirements ("Requirements") is to establish minimum information security standards and data privacy requirements for any person or entity that performs services for the City of Bradenton's (herein referred to as "City") by **Galls, LLC.** (herein referred to as "Vendor"). Vendor must handle, treat, and otherwise protect the City in accordance with these Requirements and any contractual agreement between such Vendor and the City, or any third parties that shall have City approved access.

1.1 Compliance: Vendor shall comply with all applicable privacy and security laws to which it is subject, and shall not by act or omission place the City in violation of any applicable privacy or security law, including without limitation HIPAA. Vendor policies and practices must comply with all applicable laws, regulations, and contractual obligations under its agreements with the City. Where local laws appear to prevent compliance with these Requirements, Vendor is responsible for notifying the City to determine appropriate compensating controls.

1.2 Third Party Disclosure: Vendor shall not disclose City Data to any third party (including, without limitation, Vendor's subsidiaries and affiliates and any person or entity acting on behalf of Vendor) unless with respect to each such disclosure: (A) the disclosure is necessary in order to carry out Vendor's obligations under its agreements with the City; (B) such third party is bound by the same provisions and obligations as set forth in these Requirements; (C) Vendor has received the City's prior written consent; and (D) Vendor remains responsible for any breach of the obligations set forth herein to the same extent as if Vendor caused such breach.

1.3 Breach Notification: Vendor shall notify the City immediately but in no event later than 24 hours from the date of obtaining actual knowledge of any Data Security Breach, regardless if City Data is believed to be involved in the breach, and, at Vendor's cost and expense, assist and cooperate with the City concerning any investigation, or disclosures to affected parties, and other remedial measures as requested by the City or required under applicable law. Vendor shall indemnify the City from any resulting damages and costs, including, without limitation, identity protection assistance and services procured for data subjects and reasonable attorneys and technical consultant fees for the City' handling of the incident.

1.4 Data Owner: All data that received from the City shall be considered of a confidential nature, be held within the United States with applicable governing law, all systems and other resources intended for use by multiple users are located in secure physical facilities with access limited and restricted to authorized individuals only, and remain the sole property of the City. Upon termination of any agreements by either party, Vendor shall be liable for return of any shared data, along with third party proof of permanent destruction of this data from Vendor's computer storage systems. Nothing in these Requirements will be interpreted or construed as granting Vendor any license or other right under any patent, copyright, trademark, trade secret, or other proprietary right to City Data.

1.5 Derivative Data: Vendor shall not create or maintain data which are derivative of City Data, except for the purpose of performing its obligations under its agreements with the City and as authorized by The City. Any derivative of City Data, regardless of how created, shall be deemed City Data.

1.6 Background and Screening Checks: To the extent permitted by local law, Vendor shall conduct appropriate background and screening checks prior to permitting any employee or Vendor to have access to The City Data. Vendor shall in no event expose the City to a level of risk which is commercially unreasonable or sanctioned by law. The comprehensive background check on individuals shall include, at a minimum, the individual's previous employment history, criminal record, credit history, reference checks, and any additional industry standard background check requirements. The City may at its sole option require more extensive background checks for any employee or Vendor who will have access to Personal Data or other information deemed highly sensitive by The City.

1.7 Security Awareness and Education: Vendor shall appoint qualified personnel designated with responsibility to maintain its information security program. Vendor shall ensure that its security personnel have reasonable and necessary experience and training in information security. Upon request, Vendor shall provide the City with a point of contact for all information security related items. Vendor shall have a defined program to provide periodic information security awareness training to Vendor's employees and Vendors who will have access to City Data. Education and awareness training shall include Vendor's security policies and standards for the secure handling of The City Data. If Vendor's services include software development, Vendor training must include secure application development training to ensure Vendor developers are programming according to secure coding techniques and principles.

1.9 Audits: Vendor agrees to submit to reasonable data security and privacy compliance audits by The City and/or, at The City' request, by an independent third party, to verify compliance with these Requirements, applicable law, and any applicable contractual undertakings.

2.1: Coverages: Cyber Insurance. Vendor shall secure and maintain during the term of the Agreement data privacy and network security liability insurance, with a limit of not less $1,000,000 and on a per occurrence basis, with coverage extended top protect the City for (a) data breaches by Vendor or anyone causing the loss of use of electronic data; loss of personally identifiable information or City confidential information; violations of privacy regulations associated with the control and use of personally identifiable financial, medical or other sensitive information including but not limited to CJIS, HITECH; HIPPA; Gramm-Leach Bliley Act of 1999; Florida Breach of Security Act (Section 817.5681, Florida Statutes (2012); the Federal Trade Commission Act (15 U.S.C. 45(a)); violations of the identity Red Flags under the Fair and Accurate Credit Transactions Act of 2003; violations of any state, federal or foreign identity theft or privacy protection, notification and credit monitoring statutes (including any amendments thereto); (d) online defamation, advertising, libel, and slander-related exposures as well as emerging liabilities created by casual users of third parties accessing Vendor web site(s) or computer systems through private networks and the Internet; (e) network security breaches for failure of security measures to prevent a denial of service, unauthorized access, theft of electronic data, and inadvertent transmission of a virus or other malicious code; (f) infringement of intellectual property rights (e.g., patent, copyright, or trademark) in any telecommunications medium (e.g., cell phones, modems, text, videos, images, blogs, etc.) which result in a loss of City revenue or expense to the City due to a covered network outage or computer system loss; (f) cyber investigation expense incurred to investigate a data privacy or network security wrongful act; and, (g) cyber extortion for expenses incurred in the event of an extortion threat to cause a data privacy or network security wrongful act.

City of Bradenton Vendor Remote Access Policy (Applicable to those Vendors who shall require access to the City's Computing Networks):

3.1 Purpose: The purpose of this policy is to define rules and requirements for connecting to the City of Bradenton's network from any host. These rules and requirements are designed to minimize the potential exposure to City of Bradenton from damages which may result from unauthorized use of City of Bradenton resources. Damages include the loss of sensitive or company confidential data, intellectual property, damage to public image, damage to critical City of Bradenton internal systems, and fines or other financial liabilities incurred as a result of those losses.

3.2 Scope: This policy applies to all City of Bradenton employees, Vendors, vendors and agents with a City of Bradenton-owned or personally-owned computer or workstation used to connect to the City of Bradenton network. This policy applies to remote access connections used to do work on behalf of City of Bradenton, including all accessed resources, accidental or assigned. This policy covers any and all technical implementations or other use of remote access used to connect to City of Bradenton networks.

3.3 Policy: It is the responsibility of City of Bradenton employees, Vendors, vendors and agents with remote access privileges to City of Bradenton's corporate network to ensure that their remote access connection is given the same consideration as the user's on-site connection to City of Bradenton. When accessing the City of Bradenton network, Users are responsible for preventing access to any City of Bradenton computer resources or data by non-Authorized Users. Performance of illegal activities through the City of Bradenton network by any user (Authorized or otherwise) is prohibited. The Authorized User bears responsibility for and consequences of misuse of the Authorized User's access.

3.4 Requirements:
3.4.1 Secure remote access must be strictly controlled with encryption (i.e., SecureLink, Virtual Private Networks (VPNs)) and strong passwords and Multi-factor Authentication. Method of secure connection will be determined and established on a need to access basis by the City of Bradenton.
3.4.2 Authorized Users shall protect their login and password. Authorized Users shall be responsible for all damages using from misuse of their provided authentication method; as described in section 1.
3.4.3 While connected to City of Bradenton's network, Authorized Users shall ensure the remote host is not connected to any other network at the same time.
3.4.4 All hosts that are connected to City of Bradenton internal networks via remote access technologies must use the most up-to-date anti-virus software, this includes personal computers.
3.4.5 Confidentiality: Authorized Users hereby agree that any computing or communications equipment, software, network resource, and storage media provided to me by the City of Bradenton may contain confidential information and that this information remains the property of the City at all times.
3.4.6 The City of Bradenton does NOT provide ANY APPROVED WIRELESS OPEN NETWORKS or condone their use to conduct business on its behalf. Public networks, such as those found in hotels and airports should be considered not secure for use to access its networks.

3.5 Policy Compliance:
3.5.1 Compliance Measurement: The City of Bradenton reserves the right to monitor all activities related to an Authorized User. As such, compliance to this policy through various methods, including but not limited to systems and log monitoring, business tool reports, internal and external audits, and inspection will be performed at its discretion.
3.5.2 Non-Compliance: An Authorized User found to have violated this policy will be subject to immediate termination of access. In the event individuals are suspected of violating federal, state, or local laws, including those activities specified in Chapter 815 of the Florida Statutes (known as the Florida Computer

Crimes Act), all relevant material shall be made available to the appropriate law enforcement agency for investigation and possible prosecution.
Public Records Retention Requirements:

4.1 Public Records Retention Requirements for Vendors Operating within Florida Public Sector:

Public Records. Pursuant to the provisions of Section 119.0701, Fla.Stat., and to the extent applicable under Florida law, Vendor shall comply with the public records laws as follows:

4.1.1 Keep and maintain public records required by the City in order to perform the service.
4.1.2 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, Fla. Stat., or as otherwise provided by law.
4.1.3 Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Vendor does not transfer the records to the City.
4.1.4 Upon completion of the contract, transfer, at no cost, to the City all public records in possession of Vendor or keep and maintain public records required by the City to perform the service. If the Vendor transfers all public records to the City upon completion of the contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements.
4.1.5 All records stored electronically must be provided to the City, upon request of the City's custodian of public records, in a format that is compatible with the information technology systems of the City.
4.1.6 Vendor shall indemnify and hold harmless City, and City's officers, employees, agents and representatives, from and against any and all claims of loss, damages, liability, cost and expenses (including reasonable attorneys' fees and expenses) arising from the failure of Vendor to comply with the requirements of this Section 4.1 or the Florida Public Records Law, Chapter 119, Florida Statutes.
4.1.7 Required notice:

IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 941-932-9400; cityclerk@bradentonfl.gov; 101 12th Street West, Bradenton, FL 34205.

5.1 E-Verify: Section 448.09, Florida Statutes, makes it unlawful for any person to knowingly employ, hire, recruit, or refer, for private or public employment, an alien who is not duly authorized to work in the United States. Section 448.095, Florida Statutes, prohibits public employers, contractors, and subcontractors from entering into a contract unless each party to the contract registers and uses E-Verify. Vendor hereby represents that it is in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes. Vendor further represents that it will remain in compliance with the requirements of Sections 448.09 and 448.095, Florida Statutes, during the term of the Agreement. Vendor hereby

warrants that it has not been terminated by a public employer for violating Section 448.095, Florida Statutes, within the year preceding the effective date of this Agreement. If Vendor has a contract terminated by a public employer for any such violation during the term of this contract, it shall provide immediate notice thereof to the City.

6.1 Limitation on Indemnification: Notwithstanding any provisions contained in the contract, any indemnification provided by the City shall be subject to the monetary limitations of Section 768.28, Florida Statutes, and shall not be construed as a waiver of City's sovereign immunity.

Definitions Section:
For purposes of these Requirements, the following definitions shall apply:

"Data Security Breach" means: (A) the loss or misuse (by any means) of City Data, including, without limitation any unauthorized access or disclosure to unauthorized individuals; (B) the inadvertent, unauthorized and/or unlawful Processing, corruption, modification, transfer, sale or rental of City Data; or (C) any other act or omission that compromises the security, confidentiality, or integrity of City Data. Data Security Breach includes, without limitation, a breach resulting from or arising out of Vendor's internal use, Processing or other transmission of City Data, whether between or among Vendor's subsidiaries and affiliates or any other person or entity acting on behalf of Vendor.

"Highly Sensitive Personal Data" is that subset of Personal Data whose unauthorized disclosure or use could reasonably entail enhanced risk for the data subject. Highly Sensitive Personal Data includes (A) Social Security number, passport number, driver's license number, or similar national identifier; (B) financial or medical account authentication data, such as passwords or PINs; and (C) Cardholder Data, including credit card numbers and CVV codes.

"HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

"PA-DSS" means Payment Application Data Security Standard at its current mandated level, its supporting documentation and any subsequent version(s) of said standard published by the PCI Security Standards Council or its successor(s).

"Payment Application" means any application that stores, processes, or transmits cardholder data as part of authorization or settlement.

"PCI-DSS" means the current version of the Payment Card Industry (PCI) Data Security Standard (DSS), its supporting documentation and any subsequent version(s) of said standard published by the PCI Security Standards Council or its successor(s).

"Personal Data" means any information that can be used to identify, locate, or contact an individual, including an employee, Vendor, customer of the City, including, without limitation: (A) first and last name; (B) home or other physical address; (C) telephone number; (D) email address or online identifier associated with an individual; or (E) any other information relating to an individual, including cookie information and usage and traffic data or profiles, that is combined with any of the foregoing. Personal Data specifically includes (F) Individually Identifiable Health Information as defined pursuant to HIPAA; (G) the meaning assigned under European Union Directive 96/46/EC and (H) criminal history, race, ethnicity, national origin, and information about sexual orientation or activity, political opinions, and religious beliefs.

"Processing" or "Process" means any operation or set of operations that is performed upon the City's Data, whether or not by automatic means, including without limitation collection, recording, organization, storage, access, adaptation, alteration, retrieval, consultation, use, disclosure, dissemination, alignment, combination, blocking, deletion, erasure, or destruction.

"City Data" means any non-public information which is commercially valuable, proprietary, privileged, or personal, the unauthorized disclosure of which could adversely affect the City and/or its employees and customers (e.g., competitively, by waiver of legal privilege, monetary loss, or violation of law or right of privacy). The City Data includes all data referencing employees, Vendors, customers, or potential customers of the City, any classified information the City receives in connection with participation in government programs, and any data the unauthorized disclosure of which could cause significant harm to The City or the individual to whom the information pertains.

"Technical and Organizational Security Measures" means security measures, consistent with the sensitivity of the City Data being Processed and the services being provided by Vendor, to protect The City Data, which measures shall implement best industry protections and include physical, electronic and procedural safeguards to protect The City Data supplied to Vendor against any Data Security Breach, and any security requirements, obligations, specifications, or event reporting procedures set forth in any agreement between Vendor and the City.

Company ID Number: 19959 **Client Company ID Number:** 3006034

THE E-VERIFY MEMORANDUM OF UNDERSTANDING FOR EMPLOYERS USING A WEB SERVICES E-VERIFY EMPLOYER AGENT

ARTICLE I
PURPOSE AND AUTHORITY

The parties to this agreement are the Department of Homeland Security (DHS), the Galls, LLC (Employer), and the Web Services E-Verify Employer Agent. The purpose of this agreement is to set forth terms and conditions which the Employer and the Web Services E-Verify Employer Agent will follow while participating in E-Verify.

E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of Form I-9, Employment Eligibility Verification (Form I-9). This Memorandum of Understanding (MOU) explains certain features of the E-Verify program and describes specific responsibilities of the Employer, the E-Verify Employer Agent, the Social Security Administration (SSA), and DHS.

References in this MOU to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.

For purposes of this MOU, the E-Verify browser refers to the website that provides direct access to the E-Verify system: https://E-Verify.uscis.gov/emp/. You may access E-Verify directly free of charge via the E-Verify browser.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). The Federal Acquisition Regulation (FAR) Subpart 22.18, "Employment Eligibility Verification" and Executive Order 12989, as amended, provide authority for Federal contractors and subcontractors (Federal contractor) to use E-Verify to verify the employment eligibility of certain employees working on Federal contracts.

ARTICLE II
RESPONSIBILITIES

A. RESPONSIBILITIES OF THE EMPLOYER

For purposes of this MOU, references to the Employer include the Web Services E-Verify Employer Agent when acting on behalf of the Employer.

1. By enrolling in E-Verify and signing the applicable MOU, the Employer asserts that it is a legitimate company which intends to use E-Verify for legitimate purposes only and in accordance with the laws, regulations and DHS policies and procedures relating to the use of E-Verify.

2. The Employer agrees to display the following notices supplied by DHS (though the Web Services E-Verify Employer Agent) in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system**:**

   a. Notice of E-Verify Participation

   b. Notice of Right to Work

3. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted about E-Verify. The Employer also agrees to keep such information current by providing updated information to SSA and DHS whenever the representatives' contact information changes.

4. The Employer agrees to become familiar with and comply with the most recent version of the

E-Verify User Manual. The Employer will obtain the E-Verify User Manual from the Web Services E-Verify Employer Agent, and will be notified by the Web Services E-Verify Employer Agent when a new version of the E-Verify User Manual becomes available.

5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:

   a. If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.

   b. If an employee presents a DHS Form I-551 (Permanent Resident Card), Form I-766 (Employment Authorization Document), or U.S. Passport or Passport Card to complete Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The Employer will use the photocopy to verify the photo and to assist DHS with its review of photo mismatches that employees contest. DHS may in the future designate other documents that activate the photo screening tool.

Note: Subject only to the exceptions noted previously in this paragraph, employees still retain the right to present any List A, or List B and List C, document(s) to complete the Form I-9.

6. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

7. The Employer agrees that, although it participates in E-Verify, the Employer has a responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures.

   a. The following modified requirements are the only exceptions to an Employer's obligation to not employ unauthorized workers and comply with the anti-discrimination provision of the INA: (1) List B identity documents must have photos, as described in paragraph 6 above; (2) When an Employer confirms the identity and employment eligibility of newly hired employee using E-Verify procedures, the Employer establishes a rebuttable presumption that it has not violated section 274A(a)(1)(A) of

the Immigration and Nationality Act (INA) with respect to the hiring of that employee; (3) If the Employer receives a final nonconfirmation for an employee, but continues to employ that person, the Employer must notify DHS and the Employer is subject to a civil money penalty between $550 and $1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) If the Employer continues to employ an employee after receiving a final nonconfirmation, then the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A); and (5) no E-Verify participant is civilly or criminally liable under any law for any action taken in good faith based on information provided through the E-Verify.

b. DHS reserves the right to conduct Form I-9 compliance inspections, as well as any other enforcement or compliance activity authorized by law, including site visits, to ensure proper use of E-Verify.

8. The Employer is strictly prohibited from creating an E-Verify case before the employee has been hired, meaning that a firm offer of employment was extended and accepted and Form I-9 was completed. The Employer agrees to create an E-Verify case for new employees within three Employer business days after each employee has been hired (after both Sections 1 and 2 of Form I-9 have been completed), and to complete as many steps of the E-Verify process as are necessary according to the E-Verify User Manual. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability.

9. The Employer agrees not to use E-Verify for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use that this MOU or the E-Verify User Manual does not authorize.

10. The Employer must use E-Verify (through its Web Services E-Verify Employer Agent) for all new employees. The Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. Employers who are Federal contractors may qualify for exceptions to this requirement as described in Article II.B of this MOU.

11. The Employer agrees to follow appropriate procedures (see Article III below) regarding tentative nonconfirmations. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending. Further, when employees contest a tentative nonconfirmation based upon a photo mismatch, the Employer must take additional steps
(see Article III.B below) to contact DHS with information necessary to resolve the challenge.

12. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated

verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo mismatch, does not establish, and should not be interpreted as, evidence that the employee is not work authorized. In any of such cases, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, withholding pay, refusing to assign the employee to a Federal contract or other assignment, or otherwise assuming that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo mismatch or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 (customer service) or 1-888-897-7781 (worker hotline).

13. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA as applicable by not discriminating unlawfully against any individual in hiring, firing, employment eligibility verification, or recruitment or referral practices because of his or her national origin or citizenship status, or by committing discriminatory documentary practices. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the immigration-related unfair employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

14. The Employer agrees that it will use the information it receives from E-Verify (through its Web Services E-Verify Employer Agent) only to confirm the employment eligibility of employees as authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as Personal Identification Numbers and passwords), to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU**,** except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

15. The Employer agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

16. The Employer acknowledges that the information it receives from SSA through its Web Services

E-Verify Employer Agent is governed by the Privacy Act (5 U.S.C. § 552a(i)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)). Any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

17. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, which includes permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a prompt and accurate manner to DHS requests for information relating to their participation in E-Verify.

18. The Employer shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Employer shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your E-Verify services and any claim to that effect is false.

19. The Employer shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

20. The Employer agrees that E-Verify trademarks and logos may be used only under license by DHS/ USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Employer's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

21. The Employer understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

B. RESPONSIBILITIES OF THE WEB SERVICES E-VERIFY EMPLOYER AGENT

1. The Web Services E-Verify Employer Agent agrees to complete its Web Services interface no later than six months after the date the Web Services User signs this MOU. E-Verify considers your interface to be complete once it has been built pursuant to the Interface Control Agreement (ICA), submitted to E-Verify for testing, and approved for system access.

2. The Web Services E-Verify Employer Agent agrees to perform sufficient maintenance on the Web Services interface in accordance with the requirements listed in the ICA. These requirements include, but are not limited to, updating the Web Services interface to ensure that any updates or enhancements are incorporated no later than six months after the issuance of an ICA. Web Services E-Verify Employer Agents should be aware that this will require the investment of time and resources. Compliance with the requirements of the ICA must be carried out to the satisfaction of DHS and or its assignees.

3. The Web Services E-Verify Employer Agent agrees to provide to SSA and/or DHS the names, titles, addresses, e-mail addresses, and telephone numbers of the Web Services E-Verify Employer Agent representative who will access information, as well as ensure cooperation, communication, and coordination with E-Verify.

In addition, Web Services E-Verify Employer Agents must provide to SSA and/or DHS the names, titles, addresses, and telephone numbers of its clients and their staff who will access information through E-Verify. Web Services E-Verify Employer Agents must ensure the contact information is updated with SSA and DHS whenever the points of contact change.

4. The Web Services E-Verify Employer Agent agrees to become familiar with and comply with the E-Verify User Manual and provide a copy of the most current version of the manual to the Employer so that the Employer can become familiar with and comply with E-Verify policy and procedures. The Web Services E-Verify Employer Agent agrees to obtain a revised E-Verify User Manual as it becomes available and to provide a copy of the revised version to the Employer no later than 30 days after the manual becomes available.

5. The Web Services E-Verify Employer Agent agrees that any person accessing E-Verify on its behalf is trained on the most recent E-Verify policy and procedures.

6. The Web Services E-Verify Employer Agent agrees that any of its representatives who will perform employment verification cases will complete the E-Verify Tutorial before that individual initiates any cases.

a. The Web Services E-Verify Employer Agent agrees that all of its representatives will take the refresher tutorials initiated by E-Verify as a condition of continued use of E-Verify**,** including any tutorials for Federal contractors, if any of the Employers represented by the Web Services E-Verify Employer Agent is a Federal contractor.

b. Failure to complete a refresher tutorial will prevent the Web Services E-Verify Employer Agent and Employer from continued use of E-Verify.

7. The Web Services E-Verify Employer Agent agrees to grant E-Verify access only to current employees who need E-Verify access. The Web Services E-Verify Employer Agent must promptly terminate an employee's E-Verify access if the employee is separated from the company or no longer needs access to E-Verify.

8. The Web Services E-Verify Employer Agent agrees to obtain the necessary equipment to use E- Verify as required by the E-Verify rules and regulations as modified from time to time.

9. The Web Services E-Verify Employer Agent agrees to, consistent with applicable laws, regulations, and policies, commit sufficient personnel and resources to meet the requirements of this MOU.

10. The Web Services E-Verify Employer Agent agrees to provide its clients with training on E-Verify processes, policies, and procedures. The E-Verify Employer Agent also agrees to provide its clients with ongoing E-Verify training as needed. E-Verify is not responsible for providing training to clients of E-Verify Employer Agents.

11. The Web Services E-Verify Employer Agent agrees to provide the Employer with the notices described in Article II.B.2 below.

12. The Web Services E-Verify Employer Agent agrees to create E-Verify cases for the Employer it represents in accordance with the E-Verify Manual, the E-Verify Web-Based Tutorial and all other published E-Verify

rules and procedures. The Web Services E-Verify Employer Agent will create E-Verify cases using information provided by the Employer and will immediately communicate the response back to the Employer. If E-Verify is temporarily unavailable, the three-day time period will be extended until it is again operational in order to accommodate the Web Services E-Verify Employer Agent's attempting, in good faith, to make inquiries on behalf of the Employer during the period of unavailability. If, however, the Web Services interface is unavailable due to no fault of E-Verify, then the three-day time period is not extended. In such a case, the Web Services E-Verify Employer Agent must use the E-Verify browser during the outage.

13. The Web Services E-Verify Employer Agent agrees to ensure that all notices, referral letters and any other materials otherwise including instructions regarding tentative nonconfirmations, will be consistent with the most current E-Verify tentative nonconfirmation notices and referral letters, which are available on E-Verify's website.

14. The Web Services E-Verify Employer Agent agrees that any system or interface it develops will follow the steps for creating E-Verify cases and processing tentative nonconfirmations, as laid out in the ICA, this MOU and the User Manual, including but not limited to allowing an employer to close an invalid case where appropriate, allowing an employer to refer a tentative nonconfirmation only when an employee chooses to contest a tentative nonconfirmation (no automatic referrals), and referring a tentative nonconfirmation to the appropriate agency at the time the employer prints the referral letter and provides the letter to the employee. The Web Services E-Verify Employer Agent understands that any failure to make its system or interface consistent with proper E-Verify procedures can result in DHS terminating the Web Services E-Verify Employer Agent's agreement and access with or without notice.

15. When the Web Services E-Verify Employer Agent receives notice from a client company that it has received a contract with the FAR clause, then the Web Services E-Verify Employer Agent must update the company's E-Verify profile within 30 days of the contract award date.

16. If data is transmitted between the Web Services E-Verify Employer Agent and its client, then the Web Services E-Verify Employer Agent agrees to protect personally identifiable information during transmission to and from the Web Services E-Verify Employer Agent.

17. The Web Services E-Verify Employer Agent agrees to notify DHS immediately in the event of a breach of personal information. Breaches are defined as loss of control or unauthorized access to E-Verify personal data. All suspected or confirmed breaches should be reported by calling 1-888-464-4218 or via email at E-Verify@uscis.dhs.gov. Please use "Privacy Incident – Password" in the subject line of your email when sending a breach report to E-Verify.

18. The Web Services E-Verify Employer Agent agrees to fully cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including permitting DHS, SSA, their contractors and other agents, upon reasonable notice, to review Forms I-9, employment records, and all records pertaining to the Web Services E-Verify Employer Agent's use of E-Verify, and to interview it and its employees regarding the use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

a. The Web Services E-Verify Employer Agent agrees to cooperate with DHS if DHS requests

information about the Web Services E-Verify Employer Agent's interface, including requests by DHS to view the actual interface operated by the Web Services E-Verify Employer Agent as well as related business documents. The Web Services E-Verify Employer Agent agrees to demonstrate for DHS the functionality of its interface to E-Verify upon request.

b. The Web Services E-Verify Employer Agent agrees to demonstrate, if requested by DHS, that it has provided training to its clients that meets E-Verify standards. Training programs must provide a focused study of the topics covered in the E-Verify User Manual and pertinent Supplemental Guides. Furthermore, training programs and materials must be updated as E-Verify changes occur. The Web Services E-Verify Employer Agent is encouraged to incorporate information from existing E-Verify materials, including the Enrollment Quick Reference Guide, the E-Verify Employer Agent Client Handbook (formerly known as the Designated Agent Client Handbook), and existing tutorials and manuals into their training program. E-Verify also encourages the Web Services E-Verify Employer Agent to supervise first-time use of the E-Verify browser or Web Services interface by its staff and Employer clients as part of any training program. The Web Services E-Verify Employer Agent agrees to submit its training program materials to DHS for review upon request.

Failure to provide adequate training could, in some instances, lead to penalties as described in Article V.F.1. of this MOU.

19. The Web Services E-Verify Employer Agent shall not make any false or unauthorized claims or references about its participation in E-Verify on its website, in advertising materials, or other media. The Web Services E-Verify Employer Agent shall not describe its services as federally-approved, federally-certified, or federally-recognized, or use language with a similar intent on its website or other materials provided to the public. Entering into this MOU does not mean that E-Verify endorses or authorizes your Web Services E-Verify Employer Agent services and any claim to that effect is false.

20. The Web Services E-Verify Employer Agent shall not state in its website or other public documents that any language used therein has been provided or approved by DHS, USCIS or the Verification Division, without first obtaining the prior written consent of DHS.

21. The Web Services E-Verify Employer Agent agrees that E-Verify trademarks and logos may be used only under license by DHS/USCIS (see M-795 (Web)) and, other than pursuant to the specific terms of such license, may not be used in any manner that might imply that the Web Services E-Verify Employer Agent's services, products, websites, or publications are sponsored by, endorsed by, licensed by, or affiliated with DHS, USCIS, or E-Verify.

22. The Web Services E-Verify Employer Agent understands that if it uses E-Verify procedures for any purpose other than as authorized by this MOU, the Web Services E-Verify Employer Agent may be subject to appropriate legal action and termination of its participation in E-Verify according to this MOU.

C. RESPONSIBILITIES OF FEDERAL CONTRACTORS

The Web Services E-Verify Employer Agent shall ensure that the Web Services E-Verify Employer Agent and the Employers it represents carry out the following responsibilities if the Employer is a Federal contractor or becomes a federal contractor. The Web Services E-Verify Employer Agent should instruct the client to keep the Web Services E-Verify Employer Agent informed about any changes or updates related to federal contracts. It is the Web Services E-Verify Employer Agent's responsibility to ensure that its clients are in compliance

with all E-Verify policies and procedures.

1. If the Employer is a Federal contractor with the FAR E-Verify clause subject to the employment verification terms in Subpart 22.18 of the FAR, it will become familiar with and comply with the most current version of the E-Verify User Manual for Federal Contractors as well as the E-Verify Supplemental Guide for Federal Contractors.

2. In addition to the responsibilities of every employer outlined in this MOU, the Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801). Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to verify employment eligibility of new hires using E-Verify. The Employer must verify those employees who are working in the United States, whether or not they are assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within three business days after the hire date. Once enrolled in E-Verify as a Federal contractor, the Employer must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to begin verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within three business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within three business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must begin verification of each employee assigned to the contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), state or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency under a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. Employers in this category must begin verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

d. Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to verify existing staff following DHS procedures and begin E-Verify verification of all

existing employees within 180 days after the election.

e. The Employer may use a previously completed Form I-9 as the basis for creating an E-Verify case for an employee assigned to a contract as long as:

i. That Form I-9 is complete (including the SSN) and complies with Article II.A.6,

ii. The employee's work authorization has not expired, and

iii. The Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's Section 1, Form I-9 attestation has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen).

f. The Employer shall complete a new Form I-9 consistent with Article II.A.6 or update the previous Form I-9 to provide the necessary information if:

i. The Employer cannot determine that Form I-9 complies with Article II.A.6,

ii. The employee's basis for work authorization as attested in Section 1 has expired or changed, or

iii. The Form I-9 contains no SSN or is otherwise incomplete.

Note: If Section 1 of Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired after completing Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.A.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual.

g. The Employer agrees not to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU or to authorize verification of any existing employee by any Employer that is not a Federal contractor based on this Article.

3. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.

D. RESPONSIBILITIES OF SSA

1. SSA agrees to allow DHS to compare data provided by the Employer (through the E-Verify Employer Agent) against SSA's database. SSA sends DHS confirmation that the data sent either matches or does not match the information in SSA's database.

2. SSA agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent) through E-Verify procedures. SSA also agrees to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security numbers or responsible for evaluation of E-Verify or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

3. SSA agrees to provide case results from its database within three Federal Government work days of the initial inquiry. E-Verify provides the information to the E-Verify Employer Agent.

4. SSA agrees to update SSA records as necessary if the employee who contests the SSA tentative nonconfirmation visits an SSA field office and provides the required evidence. If the employee visits an SSA field office within the eight Federal Government work days from the date of referral to SSA, SSA agrees to update SSA records, if appropriate, within the eight-day period unless SSA determines that more than eight days may be necessary. In such cases, SSA will provide additional instructions to the employee. If the employee does not visit SSA in the time allowed, E-Verify may provide a final nonconfirmation to the E-Verify Employer Agent.

Note: If an Employer experiences technical problems, or has a policy question, the employer should contact E-Verify at 1-888-464-4218.

E. RESPONSIBILITIES OF DHS

1. DHS agrees to provide the Employer with selected data from DHS databases to enable the Employer (through the E-Verify Employer Agent) to conduct, to the extent authorized by this MOU:

   a. Automated verification checks on alien employees by electronic means, and

   b. Photo verification checks (when available) on employees.

2. DHS agrees to assist the E-Verify Employer Agent with operational problems associated with its participation in E-Verify. DHS agrees to provide the E-Verify Employer Agent names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the E-Verify Employer Agent with access to E-Verify training materials as well as an E-Verify User Manual that contain instructions on E-Verify policies, procedures, and requirements for both SSA and DHS, including restrictions on the use of E-Verify.

4. DHS agrees to train E-Verify Employer Agents on all important changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require E-Verify Employer Agents to take mandatory refresher tutorials.

5. DHS agrees to provide to the Employer (through the E-Verify Employer Agent) a notice, which indicates the Employer's participation in E-Verify. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

6. DHS agrees to issue each of the E-Verify Employer Agent's E-Verify users a unique user identification number and password that permits them to log in to E-Verify.

7. DHS agrees to safeguard the information the Employer provides (through the E-Verify Employer Agent), and to limit access to such information to individuals responsible for the verification process, for evaluation of E-Verify, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security numbers and employment eligibility, to enforce the INA and Federal criminal laws, and to administer Federal contracting requirements.

8. DHS agrees to provide a means of automated verification that provides (in conjunction with SSA verification procedures) confirmation or tentative nonconfirmation of employees' employment eligibility within three Federal Government work days of the initial inquiry.

9. DHS agrees to provide a means of secondary verification (including updating DHS records) for employees who contest DHS tentative nonconfirmations and photo mismatch tentative nonconfirmations. This provides final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

ARTICLE III
REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the notice as directed by E-Verify. The Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer agrees to provide written referral instructions to employees and instruct affected employees to bring the English copy of the letter to the SSA. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. After a tentative nonconfirmation, the Employer will refer employees to SSA field offices only as directed by E-Verify. The Employer must record the case verification number, review the employee information submitted to E-Verify to identify any errors, and find out whether the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security number, or any other corrected employee information that SSA requests, to SSA for verification again if this review indicates a need to do so.

4. The Employer will instruct the employee to visit an SSA office within eight Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

5. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees not to ask the employee to obtain a printout from the Social Security Administration number database (the Numident) or other written verification of the SSN from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must promptly notify employees in private of the finding and provide them with the notice and letter containing information specific to the employee's E-Verify case. The Employer also agrees to provide both the English and the translated notice and letter for employees with limited English proficiency to employees. The Employer must allow employees to contest the finding, and not take adverse action against employees if they choose to contest the finding, while their case is still pending.

2. The Employer agrees to obtain the employee's response about whether he or she will contest the tentative nonconfirmation as soon as possible after the Employer receives the tentative nonconfirmation. Only the employee may determine whether he or she will contest the tentative nonconfirmation.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within eight Federal Government work days.

5. If the Employer finds a photo mismatch, the Employer must provide the photo mismatch tentative nonconfirmation notice and follow the instructions outlined in paragraph 1 of this section for tentative nonconfirmations, generally.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo mismatch, the Employer will send a copy of the employee's Form I-551, Form I-766, U.S. Passport, or passport card to DHS for review by:

   a. Scanning and uploading the document, or

   b. Sending a photocopy of the document by express mail (furnished and paid for by the employer).

7. The Employer understands that if it cannot determine whether there is a photo match/mismatch, the Employer must forward the employee's documentation to DHS as described in the preceding paragraph. The Employer agrees to resolve the case as specified by the DHS representative who will determine the photo match or mismatch.

8. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary.

9. While waiting for case results, the Employer agrees to check the E-Verify system regularly for case updates.

ARTICLE IV
SERVICE PROVISIONS

A. NO SERVICE FEES

1. SSA and DHS will not charge the Employer or the Web Services E-Verify Employer Agent for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access E-Verify, an Employer will need a personal computer with Internet access.

ARTICLE V
SYSTEM SECURITY AND MAINTENANCE

A. DEVELOPMENT REQUIREMENTS

1. Software developed by Web Services E-Verify Employer Agents must comply with federally-mandated information security policies and industry security standards to include but not limited to:

   a. Public Law 107-347, "E-Government Act of 2002, Title III, Federal Information Security Management Act (FISMA)," December 2002.

   b. Office of Management and Budget (OMB) Memorandum (M-10-15), "FY 2010 Reporting Instructions for the Federal Information Security Management Act and Agency Privacy Management," April 2010.

   c. National Institute of Standards and Technology (NIST) Special Publication (SP) and Federal Information Processing Standards Publication (FIPS).

   d. International Organization for Standardization/International Electrotechnical Commission (ISO/IEC) 27002, Information Technology — Security Techniques — Code of Practice for Information Security Management.

2. The Web Services E-Verify Employer Agent agrees to update its Web Services interface to reflect system enhancements within six months from the date DHS notifies the Web Services User of the system update. The Web Services User will receive notice from DHS in the form of an Interface Control Agreement (ICA). The Web Services E-Verify Employer Agent agrees to institute changes to its interface as identified in the ICA, including all functionality identified and all data elements detailed therein.

3. The Web Services E-Verify Employer Agent agrees to demonstrate progress of its efforts to update its Web Services interface if and when DHS requests such progress reports.

4. The Web Services E-Verify Employer Agent acknowledges that if its system enhancements are not completed to the satisfaction of DHS or its assignees within six months from the date DHS notifies the Web Services User of the system update, then the Web Services User's E-Verify account may be suspended, and support for previous releases of E-Verify may no longer be available to the Web Services User. The Web Services E-Verify Employer Agent also acknowledges that DHS may suspend the Web Services User's account after the six-month period has elapsed.

5. The Web Services E-Verify Employer Agent agrees to incorporate error handling logic into its development or software to accommodate and act in a timely fashion should an error code be returned.

6. The Web Services E-Verify Employer Agent agrees to complete the technical requirements testing which is confirmed upon receiving approval of test data and connectivity between the Web Services E-Verify Employer Agent and DHS.

7. DHS will not reimburse any Web Services E-Verify Employer Agent or software developer who has expended resources in the development or maintenance of a Web Services interface if that party is unable, or becomes unable, to meet any of the requirements set forth in this MOU.

8. Housing, development, infrastructure, maintenance, and testing of the Web Services applications may take place outside the United States and its territories, but testing must be conducted to ensure that the code is correct and secure.

9. If the Web Services E-Verify Employer Agent includes an electronic Form I-9 as part of its interface, then it must comply with the standards for electronic retention of Form I-9 found in 8 CFR 274a.2(e).

B. INFORMATION SECURITY REQUIREMENTS

Web Services E-Verify Employer Agents performing verification services under this MOU must ensure that information that is shared between the Web Services E-Verify Employer Agent and DHS is appropriately protected comparable to the protection provided when the information is within the DHS environment [OMB Circular A-130 Appendix III].

To achieve this level of information security, the Web Services E-Verify Employer Agent agrees to institute the following procedures:

1. Conduct periodic assessments of risk, including the magnitude of harm that could result from the unauthorized access, use, disclosure, disruption, modification, or destruction of information and information systems that support the operations and assets of the DHS, SSA, and the Web Services E-Verify Employer Agent and its clients;

2. Develop policies and procedures that are based on risk assessments, cost-effectively reduce information security risks to an acceptable level, and ensure that information security is addressed throughout the life cycle of each organizational information system;

3. Implement subordinate plans for providing adequate information security for networks, facilities, information systems, or groups of information systems, as appropriate;

4. Conduct security awareness training to inform the Web Services E-Verify Employer Agent's personnel (including contractors and other users of information systems that support the operations and assets of the organization) of the information security risks associated with their activities and their responsibilities in complying with organizational policies and procedures designed to reduce these risks;

5. Develop periodic testing and evaluation of the effectiveness of information security policies, procedures, practices, and security controls to be performed with a frequency depending on risk, but no less than once per year;

6. Develop a process for planning, implementing, evaluating, and documenting remedial actions to address any deficiencies in the information security policies, procedures, and practices of the organization;

7. Implement procedures for detecting, reporting, and responding to security incidents;

8. Create plans and procedures to ensure continuity of operations for information systems that support the operations and assets of the organization;

9. In information-sharing environments, the information owner is responsible for establishing the rules for appropriate use and protection of the subject information and retains that responsibility even when the information is shared with or provided to other organizations [NIST SP 800-37].

10. DHS reserves the right to restrict Web Services calls from certain IP addresses.

11. DHS reserves the right to audit the Web Services E-Verify Employer Agent's application.

12. Web Services E-Verify Employer Agents and Software Developers agree to cooperate willingly with the DHS assessment of information security and privacy practices used by the company to develop and maintain the software.

C. DATA PROTECTION AND PRIVACY REQUIREMENTS

1. Web Services E-Verify Employer Agents must practice proper Internet security; this means using HTTP over SSL/TLS (also known as HTTPS) when accessing DHS information resources such as E-Verify [NIST SP 800-95]. Internet security practices like this are necessary because Simple Object Access Protocol (SOAP), which provides a basic messaging framework on which Web Services can be built, allows messages to be viewed or modified by attackers as messages traverse the Internet and is not independently designed with all the necessary security protocols for E-Verify use.

2. In accordance with DHS standards, the Web Services E-Verify Employer Agent agrees to maintain physical, electronic, and procedural safeguards to appropriately protect the information shared under this MOU against loss, theft, misuse, unauthorized access, and improper disclosure, copying use, modification or deletion.

3. Any data transmission requiring encryption shall comply with the following standards:

- Products using FIPS 197 Advanced Encryption Standard (AES) algorithms with at least 256-bit encryption that has been validated under FIPS 140-2.
- NSA Type 2 or Type 1 encryption.

4. User ID Management (Set Standard): All information exchanged between the parties under this MOU will be done only through authorized Web Services E-Verify Employer Agent representatives identified above.

5. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not yet upgraded its interface to comply with the Federal Acquisition Regulation (FAR) system changes. In addition, Web Services E-Verify Employer Agents whose interfaces do not support the Form I-9 from 2/2/2009 or 8/7/2009 should also use the E-Verify browser until the system upgrade is completed.

6. The Web Services E-Verify Employer Agent agrees to use the E-Verify browser instead of its own interface if it has not completed updates to its system within six months from the date DHS notifies the Web Services E-Verify Employer Agent of the system update. The Web Services E-Verify Employer Agent can resume use of its interface once it is up-to-date, unless the Web Services E-Verify Employer Agent has been suspended or terminated from continued use of the system.

D. COMMUNICATIONS

1. Web Services E-Verify Employer Agents and Software Developers agree to develop an electronic system that is not subject to any agreement that would restrict access to and use of by an agency of the United States.

2. The Web Services E-Verify Employer Agent agrees to develop effective controls to ensure the integrity, accuracy and reliability of its electronic system.

3. The Web Services E-Verify Employer Agent agrees to develop an inspection and quality assurance program that regularly, at least once per year, evaluates the electronic system, and includes periodic checks of electronically stored information. The Web Services E-Verify Employer Agent agrees to share the results of its regular inspection and quality assurance program with DHS upon request.

4. The Web Services E-Verify Employer Agent agrees to develop an electronic system with the ability to produce legible copies of applicable notices, letters, etc.

5. All information exchanged between the parties under this MOU will be in accordance with applicable laws, regulations, and policies, including but not limited to, information security guidelines of the sending party with respect to any information that is deemed Personally Identifiable Information (PII), including but not limited to the employee or applicant's Social Security number, alien number, date of birth, or other information that may be used to identify the individual.

6. Suspected and confirmed information security breaches must be reported to DHS according to Article II.A.17. Reporting such breaches does not relieve the Web Services E-Verify Employer Agent from further requirements as directed by state and local law. The Web Services E-Verify Employer Agent is subject to applicable state laws regarding data protection and incident reporting in addition to the requirements herein.

E. SOFTWARE DEVELOPER RESTRICTIONS

1. The Web Services E-Verify Employer Agent agrees that if it develops a Web Services interface and sells such interface, then it can be held liable for any misuse by the company that purchases the interface. It is the responsibility of the Web Services E-Verify Employer Agent to ensure that its interface is used in accordance with E-Verify policies and procedures.

2. The Web Services E-Verify Employer Agent agrees to provide software updates to each client who purchases its software. Because of the frequency Web Services updates, an ongoing relationship between the software developer and the client is necessary.

3. DHS reserves the right to terminate the access of any software developer with or without notice who creates or uses an interface that does not comply with E-Verify procedures.

4. Web Services Software Developers pursuing software development independent of serving clients as a Web Services E-Verify Employer Agent are not eligible to receive an ICA. At this time, E-Verify does not permit Web Services software development without also being a Web Services E-Verify Employer Agent or Web Services Employer.

F. PENALTIES

1. The Web Services E-Verify Employer Agent agrees that any failure on its part to comply with the terms of the MOU may result in account suspension, termination, or other adverse action.

2. DHS is not liable for any financial losses to Web Services E-Verify Employer Agent, its clients, or any other party as a result of your account suspension or termination.

ARTICLE VI
MODIFICATION AND TERMINATION

A. MODIFICATION

1. This MOU is effective upon the signature of all parties and shall continue in effect for as long as the SSA and DHS operates the E-Verify program unless modified in writing by the mutual consent of all parties.

2. Any and all E-Verify system enhancements by DHS or SSA, including but not limited to E-Verify checking against additional data sources and instituting new verification policies or procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes.

B. TERMINATION

1. The Web Services E-Verify Employer Agent may terminate this MOU and its participation in E-Verify at any time upon 30 days prior written notice to the other parties. In addition, any Employer represented by the Web Services E-Verify Employer Agent may voluntarily terminate its MOU upon giving DHS 30 days' written notice. The Web Services E-Verify Employer Agent may not refuse to terminate the Employer based upon an outstanding bill for verification services.

2. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU, and thereby the Web Services E-Verify Employer Agent's participation in E-Verify, with or without notice at any time if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Web Services E-Verify Employer Agent or Employer, or a failure on the part of either party to comply with established E-Verify procedures and/or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect the performance of its contractual responsibilities. Similarly, the Employer understands that if it is in a state where E-Verify is mandatory, termination of this by any party MOU may negatively affect the Employer's business.

3. A Web Services E-Verify Employer Agent for an Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such cases, the Web Services E-Verify Employer Agent must provide written notice to DHS. If the Web Services E-Verify Employer Agent fails to provide such notice, then that Employer will remain an E-Verify participant, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

4. The Web Services E-Verify Employer Agent agrees that E-Verify is not liable for any losses, financial or otherwise, if the Web Services E-Verify Employer Agent or the Employer is terminated from E-Verify.

ARTICLE VII
PARTIES

A. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

B. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Web Services E-Verify Employer Agent, its agents, officers, or employees.

C. The Web Services E-Verify Employer Agent may not assign, directly or indirectly, whether by operation of law, change of control or merger, all or any part of its rights or obligations under this MOU without the prior written consent of DHS, which consent shall not be unreasonably withheld or delayed. Any attempt to sublicense, assign, or transfer any of the rights, duties, or obligations herein is void.

D. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Web Services E-Verify Employer Agent or the Employer and any other person or entity regarding the applicability of Section 403(d) of IIRIRA to any action taken or allegedly taken by the Web Services E-Verify Employer Agent or the Employer.

E. The Web Services E-Verify Employer Agent understands that its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

F. The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer, the Web Services E-Verify Employer Agent and DHS respectively. The Web Services E-Verify Employer Agent understands that any inaccurate statement, representation, data or other information provided to DHS may subject the Web Services E-Verify Employer Agent, as the case may be, its subcontractors, its employees, or its representatives to: (1) prosecution for false statements pursuant to 18 U.S.C. 1001 and/or; (2) immediate termination of its MOU and/or; (3) possible debarment or suspension.

G. The foregoing constitutes the full agreement on this subject between DHS, the Employer, and the E-Verify Employer Agent. Galls, LLC (Employer) hereby designates and appoint Equifax Workforce Solutions LLC (E-Verify Employer Agent) including its officers and employees, as the E-Verify Employer Agent for the purpose of carrying out (Employer) responsibilities under the MOU between the Employer, the E-Verify Employer Agent, and DHS.
If you have any questions, contact E-Verify at 1-888-464-4218.

Company ID Number: 19959 **Client Company ID Number:** 3006034

Approved by:

Employer Galls, LLC	
Name (Please Type or Print) Elise Burns	Title
Signature Electronically Signed	Date 04-24-2026
E-Verify Employer Agent Equifax Workforce Solutions LLC	
Name (Please Type or Print) Transform X Transform	Title
Signature Electronically Signed	Date 04-24-2026
Department of Homeland Security – Verification Division	
Name (Please Type or Print) USCIS Verification Division	Title
Signature Electronically Signed	Date 04-24-2026

Company ID Number: 19959 **Client Company ID Number:** 3006034

Information Required for the E-Verify Program **Information relating to your Company:**	
Company Name	Galls, LLC
Company Facility Address	1340 Russell Cave Road Lexington, KY 40505
Company Alternate Address	1340 Russell Cave Road Lexington, KY 40505
County or Parish	FAYETTE
Employer Identification Number	203545989
North American Industry Classification Systems Code	611
Parent Company	
Number of Employees	1,000 to 2,499
Number of Sites Verified for	1 site(s)

Company ID Number: 19959 **Client Company ID Number:** 3006034

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

KY	1

Company ID Number: 19959 **Client Company ID Number:** 3006034

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name	Elise Burns
Phone Number	8599637946
Fax	
Email	burns-elise@galls.com

Company ID Number: 19959

Client Company ID Number: 3006034

This list represents the first 20 Program Administrators listed for this company.

Client#: 1778682 GALLSLLC11

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/16/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Jamie Melton	
USI Insurance Services LLC 312 Elm Street, 24th Floor Cincinnati, OH 45202 513 852-6300	PHONE (A/C, No, Ext): 513 852-6300	FAX (A/C, No): 513 852-6428
	E-MAIL ADDRESS: jamie.melton@usi.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Federal Insurance Company	20281
INSURER B : Cincinnati Insurance Company	10677
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
CB General Holdings, LLC; Galls LLC
1340 Russell Cave Road
Lexington, KY 40505

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC OTHER:			36090816	03/01/2026	03/01/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$1,000,000 $1,000,000 $10,000 $1,000,000 $2,000,000 $2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			73649221	03/01/2026	03/01/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$1,000,000 $ $ $ $
A	X UMBRELLA LIAB / X OCCUR EXCESS LIAB / CLAIMS-MADE DED / X RETENTION $10000			56726792	03/01/2026	03/01/2027	EACH OCCURRENCE AGGREGATE 	$10,000,000 $10,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		71843940	03/01/2026	03/01/2027	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
B	Excess Liabi			EXS0570374	03/01/2026	03/01/2027	15,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Coverage

CERTIFICATE HOLDER

City of Bradenton
101 Old Main Street
Bradenton, FL 34205

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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AGENDA ITEM NO. 6.s

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: August 12, 2026

SUBMITTED BY: Nicholas Toth, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Agreement PB-26-041NT with Shore Power Electric, Inc.

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Shore Power Electric, Inc. agrees to enter into an agreement with the City of Bradenton, Florida to provide on-call electrical repair, installation, and troubleshooting services to the City. This Agreement is in accordance with the specifications per that certain contract dated February 2, 2026, between Contractor and the City of Sarasota, Florida, and the Contractor, for the provision of on-call electrical repair, installation, and troubleshooting services; a copy of which is attached hereto and incorporated herein as Exhibit "A". This Agreement includes the option of three additional one-year terms upon written approval of both parties.

FINANCIAL IMPACT:
Funded by 40253520 (WRF) 546200 (Repair/Maint) 40253320 (WTP).

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

SUGGESTED MOTION:
Motion to approve Agreement PB-26-041NT with Shore Power Electric, Inc.

ATTACHMENTS:

Agreement PB-26-041NT with Shore Power Electric, Inc.

CITY OF BRADENTON
BRADENTON, FLORIDA

AGREEMENT PB-26-041NT BETWEEN THE CITY OF BRADENTON AND SHORE POWER ELECTRIC, INC.

Shore Power Electric, Inc. ("Contractor"), agrees to enter into an agreement with the City of Bradenton, Florida (the "City"), to provide on-call electrical repair, installation, and troubleshooting services to the City (the "Agreement"). This Agreement is in accordance with the specifications per that certain contract dated February 2, 2026, between Contractor and the City of Sarasota, Florida, a municipal corporation, for the provision of on-call electrical repair, installation, and troubleshooting services (the "Contract"); a copy of which is attached hereto and incorporated herein as Exhibit "A", with a base contract period dated from the authorized signing of this document by Gene Brown, Mayor, through February 1, 2029, with the option the option of three additional one-year terms upon written approval of both parties. subject to the following modifications:

1. All references to "City of Sarasota, Florida" shall be replaced with "City of Bradenton, Florida."

2. All references to "Sarasota County, Florida" shall be replaced with "Manatee County, Florida."

3. **Compensation**. Section 2 of the Contract shall be modified to add the following:

   Payment of all invoices issued under this Agreement shall be remitted in accordance with Florida's Local Government Prompt Payment Act set forth in §218.70, et seq., Florida Statutes.

4. **Notice**. Section 6 of the Contract shall be modified to provide as follows:

   If to CITY: City of Bradenton
   Attn: Purchasing
   101 Old Main Street
   Bradenton, Florida 34205

With a copy to: Scott Rudacille, Esq.
802 11th Street West
Bradenton, Florida 34205
srudacille@blalockwalters.com

5. **Public Records**. Section 7(A) of the Contract shall be modified to provide as follows:

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
Phone: (941) 932-9400
Email: Cityclerk@Cityofbradenton.com
Mailing Address: 101 Old Main Street, Bradenton, FL 34205

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.

MICHAEL CANTALAMESSA, OWNER
Shore Power Electric, Inc.

7-29-2026
Date

Gene Brown, Mayor
City of Bradenton

Date

5683596v1

AGREEMENT FOR ELECTRICAL TROUBLESHOOTING, REPAIRS AND INSTALLATION

THIS AGREEMENT is made and entered on 02/02/2026 (the "Effective Date") by and between the CITY OF SARASOTA, FLORIDA, a Florida municipal corporation, (the "CITY"), and SHORE POWER ELECTRIC, INC., a Florida corporation (the "CONTRACTOR"), in the manner following:

WHEREAS, the CITY seeks contractors to provide on-call electrical repair, installation, and troubleshooting services, and all work shall be conducted under the supervision of a Florida licensed Master Electrician; and

WHEREAS, on October 16th 2025, the CITY issued ITB 26-04MC (the "ITB") requesting contractors to bid on the furnishing of on-call electrical repair, installation, and troubleshooting services, and all work shall be conducted under the supervision of a Florida licensed Master Electrician; and

WHEREAS, the CITY received CONTRACTOR's Bid on or before November 18th 2025 (the "Bid"); and

WHEREAS, CITY procurement staff determined CONTRACTOR is responsible, and that its Bid was one of the lowest responsive Bids; and

WHEREAS, entering into this Agreement is in the best interests of the CITY.

NOW, THEREFORE, in consideration of the mutual covenants, promises, and representations contained herein, the Parties hereto agree as follows:

SECTION 1: SCOPE OF SERVICE and CONTRACT DOCUMENTS. The CONTRACTOR shall provide products and services as outlined in the Scope of Work set forth in **Exhibit "B", attached hereto**.

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.

SECTION 2: COMPENSATION. The CONTRACTOR shall be compensated for its services in accordance with the unit prices as set forth in CONTRACTOR's Bid Form (incorporated collectively herein at **Exhibit "A"**).

The CITY may, from time to time, request additional services as stated in the Scope of Work, outlined in **Exhibit "B", attached hereto**. The CITY and CONTRACTOR will negotiate pricing for any additional services requested by CITY not covered by the initial Scope of Work.

SECTION 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 "B."** Failure to strictly adhere to this provision shall be grounds for immediate termination of this Agreement.

SECTION 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.

SECTION 5: TERMINATION. This Agreement may be terminated by the CITY for any or no reason by providing the CONTRACTOR at least fifteen (15) days prior written notice of termination.

SECTION 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
1565 First Street
Sarasota, FL 34236

If to CONTRACTOR:

Shore Power Electric, Inc.
Attn: Michael Cantamalessa, President
1882 Porter Lake Drive #101
Sarasota, FL 34240

SECTION 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 Section 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 CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: SHAYLA GRIGGS, CITY AUDITOR AND CLERK, SHAYLA.GRIGGS@SARASOTAFL.GOV, (941) 263-6385, 1565 FIRST STREET, SARASOTA, FL 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 Work 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.

SECTION 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.

SECTION 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.

SECTION 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).

SECTION 11: AMENDMENTS. This Agreement may be modified, amended, or extended only by written amendment executed by authorized representatives of both Parties.

SECTION 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.

SECTION 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.

SECTION 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.

SECTION 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.

CITY OF SARASOTA, FLORIDA

Debbie Trice

Debbie Trice (Feb 2, 2026 16:45:25 EST)

Debbie Trice

Mayor

ATTEST:

Shayla Griggs

Shayla Griggs

City Auditor and Clerk

Approved as to form and correctness:

By: Joe Polzak (Feb 3, 2026 11:25:54 EST)

City Attorney

CONTRACTOR
SHORE POWER ELECTRIC, INC.

By: Mike Cantalamessa
Mike Cantalamessa (Jan 6, 2026 14:10:56 EST)

Print Name: Mike Cantalamessa

Title: President

Exhibit A

Exhibit A

26-04MC Bid Pricing – Electrical Troubleshooting, Repairs, and Installation Services

Shore Power Electric

Role / Item	Hourly Rate (Yrs. 1–3)	Hourly Rate (Yr. 4)	Hourly Rate (Yr. 5)
A. Master Electrician (per hour)	$115.00	$115.00	$115.00
B. Journeyman Electrician (per hour)	$105.00	$110.00	$115.00
C. Electrician's Helper (per hour)	$75.00	$80.00	$85.00
D. Subtotal (A+B+C)	$295.00	$305.00	$315.00
E. Overhead & Profit %	0.00%	0.00%	0.00%
F. Overhead & Profit $	$0.00	$0.00	$0.00
G. TOTAL COST (D + F)	**$295.00**	**$305.00**	**$315.00**
H. Materials Mark-up % (not included in G)	10.00%	10.00%	10.00%

Note: Materials Mark-up % (Row H) is reported for evaluation but not included in Total Cost (Row G).

Vendor is responsible for verifying that totals and unit pricing are correct. The City is not responsible for formula errors within this spreadsheet. Should an error be detected, Vendor shall notify the Purchasing Division for a corrected Bid Form. **This form must be uploaded with bid submittal or Vendor will be declared non-responsive.**

26-04MC

Electrical Troubleshooting, Repairs, and Installation Services

City of Sarasota, Florida

Scope of Work and Specifications

EXHIBIT B

Exhibit B – Scope of Work and Specifications
Invitation to Bid – 26-04MC Electrical Troubleshooting, Repairs, and Installation Services

Entity Name	Street Address	City/State/Zip Code
City of Sarasota (CITY)	1565 1st Street	Sarasota, FL 34236

1. Purpose

The City of Sarasota is soliciting sealed bids from qualified electrical contractors for the provision of electrical troubleshooting, repairs, and installation services at municipal facilities, including but not limited to water and wastewater infrastructure, public buildings, and parks. Compliance requirements include those set by the Federal Emergency Management Agency (FEMA).

2. Contract Overview

- Initial contract term: Three (3) years, with two (2) optional one-year renewals at the same terms and conditions, subject to funding availability.
- All services must comply with 2 CFR 200.318–200.327 and Appendix II to Part 200, as applicable.

3. Services Required

The City seeks to engage one or more licensed electrical contractors to provide on-call electrical repair, installation, and troubleshooting services. All work shall be conducted under the supervision of a Florida licensed Master Electrician.

3.1 Response Time and Availability

- Contractor must provide 24/7 availability
- Response time: within 2 hours for emergencies and 24 hours for non-emergencies

3.2 Emergency Work

- Emergency rates apply after 6:00 PM, before 7:00 AM, and on holidays.
- Minimum billing: 2 hours (weekdays), 4 hours (weekends/holidays).
- Recognized holidays include New Year's Day, MLK Day, Presidents Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving, Christmas Eve, and Christmas Day.

3.3 Travel & Mileage

- No reimbursement for travel or mileage expenses will be permitted

4. Evaluation & Award

Awards shall be made based on:

- Hourly rate comparison for a standard team (Master Electrician, Journeyman, Helper)
- Proposed overhead and profit
- Experience and qualifications of personnel
- Reference verification
- The City reserves the right to procure similar services from other contractors if deemed in the City's best interest

5. Invoicing

- Breakdown of hours (date, start/end times, personnel classification)
- Copies of material invoices for over $250
- Total with overhead and profit itemized

6. FEMA Compliance

All work performed under this contract shall comply with federal procurement standards in 2 CFR 200.318–200.327 and applicable FEMA Public Assistance Program requirements as outlined in the **Public Assistance Program and Policy Guide (PAPPG).**

The City may seek FEMA reimbursement for eligible costs associated with services provided. The Contractor shall maintain complete documentation and shall cooperate with the City in any FEMA audit or request for information. The City does not guarantee FEMA reimbursement, and payment to the Contractor is not contingent upon such reimbursement.

In addition, the Contractor must comply with all applicable federal contract provisions contained in Appendix II to 2 CFR Part 200, as set forth in Exhibit C – FEMA Federal Contract Provisions, which is incorporated herein by reference.

END OF SECTION

AGENDA ITEM NO. 6.t

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: August 12, 2026

SUBMITTED BY: Nicholas Toth, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Agreements for Professional Continuing Services for Architecture with Fawley Bryant Architecture, Inc.; Sweet Sparkman Architects, Inc.; Seibert Architects, P.A.; Zoller Autrey Architects, P.A.; and PBK Architects Florida, Inc.

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
On April 17, 2026, City of Bradenton advertised Request for Qualifications (RFQ) 26-033NT to select firms for Professional Continuing Services for Architecture. Notice of this RFQ was made through OpenGov. 21,950 vendors were notified, 1583 vendors viewed the solicitation, and 27 vendors submitted a proposal. On June 3, 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 June 15, 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 Fawley Bryant Architecture; Sweet Sparkman Architects, Inc.; Seibert Architects, P.A.; Zoller Autrey Architects, P.A; PBK Architects Florida, Inc. was approved on June 16, 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 Professional Continuing Services for Architecture with Fawley Bryant Architecture, Inc.; Sweet Sparkman Architects, Inc.; Seibert Architects, P.A.; Zoller Autrey Architects, P.A.; and PBK Architects Florida, Inc.

ATTACHMENTS:
Agreement with Fawley Bryant Architecture, Inc.
Agreement with PBK Architects, Inc.
Agreement with Seibert Architects, P.A.
Agreement with Sweet Sparkman Architects, Inc.
Agreement with Zoller Autrey Architects, P.A.

AGREEMENT FOR
PROFESSIONAL CONTINUING SERVICES – ARCHITECTURE

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, **Fawley Bryant Architecture, Inc.**, a Florida corporation (the "Consultant").

WITNESSETH

WHEREAS, the City required a consultant to provide Professional Continuing Services for Architecture; and

WHEREAS, the City issued Request for Qualifications (RFQ) #26-033NT on April 14, 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 Professional Continuing Services for Architecture 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:	Susan Courter	Name:	Kristofer Eccles, PE
Title:	Director of Marketing & Business Development	Title:	Senior Engineering Manager
Address:	5391 Lakewood Ranch Blvd N Ste 300 Sarasota, FL 34240	Address:	888 13th Ave E. Bradenton, FL 34208
Telephone:	941-545-0650	Telephone:	941-462-1996
E-Mail:	scourter@fawleybryant.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
PROFESSIONAL CONTINUING SERVICES – ARCHITECTURE

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the date last written below.

FAWLEY BRYANT ARCHITECTURE, INC.

By: _____

Print Name: Stu Henderson
(Title of Authorized Representative)

Date: 7/16/26

Title: Partner

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 services related to Architectural Planning, Design, Permitting, and Construction and will vary based on the specific needs of the City.

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. The general scope of services to be provided to accomplish the City's objective includes a broad range of professional architectural services related to design, permitting and construction management of miscellaneous projects. 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 administrative tasks.

B. Projects may include but not limited to:

1. Feasibility studies
2. Master planning
3. Graphic design
4. Interior design
5. Building Information Modeling (BIM)
6. Architectural engineering and design
7. Project permitting services
8. Development of construction cost opinions
9. Development of construction plans and specifications
10. Professional services during construction
11. Construction administration services
12. Construction observation services
13. Completion of project close-out activities including Record Drawings in multiple

electronic formats

14. Alternative project delivery methodologies (design-build, etc.)
15. Sustainable (LEED) design
16. 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
Partner, Architect	**Stu Henderson, AIA, NCARB**
Partner, Chief Operating Officer (COO)	Amanda Parrish
Principal, Director of Sports	**Kirk Bauer, NCARB**
Senior Project Manager	**Brian Slator, RA, NCARB**
Interior Designer	**Patty Klemm, NCIDQ**

EXHIBIT C
HOURLY RATES

TITLE	HOURLY RATE
Partner	$ 390.00
Principal	$ 325.00
Senior Project Manager	$ 250.00
Senior Project Designer	$ 205.00
Senior Interior Designer	$ 205.00
Interior Designer	$ 155.00
Project Manager	$ 215.00
Architect Level 3	$ 205.00
Architect Level 2	$ 190.00
Architect Level 1	$ 175.00
Project Designer	$ 165.00
Architectural Staff Level 3	$ 190.00
Architectural Staff Level 2	$ 175.00
Architectural Staff Level 1	$ 140.00
BIM Technician	$ 130.00
Graduate Architect	$ 140.00
Architectural Intern 2	$ 115.00
Architectural Intern 1	$100.00
Administration Staff	$ 80.00

AGREEMENT FOR
PROFESSIONAL CONTINUING SERVICES – ARCHITECTURE

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 **PBK Architects Florida, Inc.**, a Florida corporation (the "Consultant").

WITNESSETH

WHEREAS, the City required a consultant to provide Professional Continuing Services for Architecture; and

WHEREAS, the City issued Request for Qualifications (RFQ) #26-033NT on April 14, 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 Professional Continuing Services for Architecture 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:

Name: Emmet Van Aken
Title: Principal-In Charge
Address: 101 Paramount Dr., Suite 250
Sarasota, FL 34232
Telephone: 941-954-7632
E-Mail: Emmet.vanAken@pbk.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

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
PROFESSIONAL CONTINUING SERVICES – ARCHITECTURE

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the date last written below.

PBK ARCHITECTS FLORIDA, INC.

By: Ward J Frisz

Print Name: WARD J. FRISZOLOWSKI
(Title of Authorized Representative)

Date: JULY 14, 2026

Title: PRESIDENT

CITY OF BRADENTON

By: _____
GENE BROWN
Mayor

Date: _____

ATTEST:

By: _____
TAMARA MELTON
City Clerk

Approved as to form:

By: _____
SCOTT E. RUDACILLE
City Attorney

EXHIBIT A
SCOPE OF SERVICES

I. Overview

The Consultant shall provide professional services related to Architectural Planning, Design, Permitting, and Construction and will vary based on the specific needs of the City.

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. The general scope of services to be provided to accomplish the City's objective includes a broad range of professional architectural services related to design, permitting and construction management of miscellaneous projects. 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 administrative tasks.

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14. Alternative project delivery methodologies (design-build, etc.)
15. Sustainable (LEED) design
16. Value engineering

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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:

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2. Lead, participate and manage pre-construction meetings, providing minutes, if applicable.

EXHIBIT A
SCOPE OF SERVICES

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	Emmet Van Aken, AIA
Client Executive	Steve Padgett, AIA, LEED AP, NCARB
Project Manager 1	Chip Swider, LEED AP BD+C
Project Manager 2	Fab Bozzolo, AIA, UAP, LEED AP BD+C, WELL AP
Project Manager 3	Elard Timana
Sports Field Designer	Bill McBride
MEP Engineer	Henryk Diaz, PE
Civil Engineer	Geza Bankuty, PE
Structural Engineer	Jay Patel, PE, SI, FRSE
Building Envelope Specialist	Jonathan Matthews, IIBEC

EXHIBIT C
HOURLY RATES

TITLE	HOURLY RATE
Principal-In Charge	$ 265.00
Client Executive	$ 235.00
Project Manager 1	$ 210.00
Project Manager 2	$ 175.00
Project Manager 3	$ 175.00
Sports Field Designer	$ 165.00
MEP Engineer	$ 210.00
Civil Engineer	$ 175.00
Structural Engineer	$ 235.00
Building Envelope Specialist	$ 210.00

AGREEMENT FOR
PROFESSIONAL CONTINUING SERVICES – ARCHITECTURE

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 **Seibert Architects**, **P.A.,** a Florida corporation (the "Consultant").

WITNESSETH

WHEREAS, the City required a consultant to provide Professional Continuing Services for Architecture; and

WHEREAS, the City issued Request for Qualifications (RFQ) #26-033NT on April 14, 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 Professional Continuing Services for Architecture 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:	William Craig	Name:	Kristofer Eccles, PE
Title:	Project Manager	Title:	Senior Engineering Manager
Address:	1373 5th Street	Address:	888 13th Ave E.
	Sarasota, FL 34236		Bradenton, FL 34208
Telephone:	941-366-9161	Telephone:	941-462-1996
E-Mail:	wcraig@seibertarchitects.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
PROFESSIONAL CONTINUING SERVICES – ARCHITECTURE

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the date last written below.

SEIBERT ARCHITECTS, P.A.

By: _____

Print Name: WILLIAM J. CRAIG
(Title of Authorized Representative)

Date: 7-8-2026

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 services related to Architectural Planning, Design, Permitting, and Construction and will vary based on the specific needs of the City.

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. The general scope of services to be provided to accomplish the City's objective includes a broad range of professional architectural services related to design, permitting and construction management of miscellaneous projects. 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 administrative tasks.

B. Projects may include but not limited to:

1. Feasibility studies
2. Master planning
3. Graphic design
4. Interior design
5. Building Information Modeling (BIM)
6. Architectural engineering and design
7. Project permitting services
8. Development of construction cost opinions
9. Development of construction plans and specifications
10. Professional services during construction
11. Construction administration services
12. Construction observation services
13. Completion of project close-out activities including Record Drawings in multiple

electronic formats

14. Alternative project delivery methodologies (design-build, etc.)
15. Sustainable (LEED) design
16. 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.

EXHIBIT A
SCOPE OF SERVICES

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 Architect	Michael Epstein
Project Manager	Dale Parks
Project Manager	William Craig
Intern Architect/Draftsman	Taylor Brunsvold

EXHIBIT C
HOURLY RATES

TITLE	HOURLY RATE
Principal Architect	$ 170.00
Project Manager	$ 160.00
Staff Architect Level 3	$ 150.00
Staff Architect Level 2	$ 140.00
Staff Architect Level 1	$ 130.00
Intern Architect/Draftsman	$ 95.00

AGREEMENT FOR
PROFESSIONAL CONTINUING SERVICES – ARCHITECTURE

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 **Sweet Sparkman Architects**, **Inc.,** a Florida corporation (the "Consultant").

WITNESSETH

WHEREAS, the City required a consultant to provide Professional Continuing Services for Architecture; and

WHEREAS, the City issued Request for Qualifications (RFQ) #26-033NT on April 14, 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 Professional Continuing Services for Architecture 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:	Ram Venkat	Name:	Kristofer Eccles, PE
Title:	Principal	Title:	Senior Engineering Manager
Address:	1819 Main Street, Suite, 400	Address:	888 13th Ave E.
	Sarasota, FL 34236		Bradenton, FL 34208
Telephone:	941-315-9508	Telephone:	941-462-1996
E-Mail:	rvenkat@sweetsparkman.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
PROFESSIONAL CONTINUING SERVICES – ARCHITECTURE

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the date last written below.

SWEET SPARKMAN ARCHITECTS, INC.

By: _____

Print Name: Ramnath Venkat
(Title of Authorized Representative)

Date: July 11, 2026

Title: Principal

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 services related to Architectural Planning, Design, Permitting, and Construction and will vary based on the specific needs of the City.

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. The general scope of services to be provided to accomplish the City's objective includes a broad range of professional architectural services related to design, permitting and construction management of miscellaneous projects. 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 administrative tasks.

B. Projects may include but not limited to:

1. Feasibility studies
2. Master planning
3. Graphic design
4. Interior design
5. Building Information Modeling (BIM)
6. Architectural engineering and design
7. Project permitting services
8. Development of construction cost opinions
9. Development of construction plans and specifications
10. Professional services during construction
11. Construction administration services
12. Construction observation services
13. Completion of project close-out activities including Record Drawings in multiple

electronic formats

14. Alternative project delivery methodologies (design-build, etc.)
15. Sustainable (LEED) design
16. 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
Senior Principal	Todd Sweet
Principal	Ram Venkat
Principal	John Bryant
Project Manager	Kevin Tenor
Project Designer II	Elizabeth Lee
Interior Designer II	Jaclyn Dinenberg

EXHIBIT C
HOURLY RATES

TITLE	HOURLY RATE
Senior Principal	$ 275.00
Principal	$ 240.00
Senior Project Manager	$ 215.00
Project Manager	$ 200.00
Senior Project Architect	$ 215.00
Project Architect II	$ 190.00
Project Architect I	$ 175.00
Senior Project Designer	$ 200.00
Project Designer II	$ 160.00
Project Designer I	$ 140.00
Designer/BIM Technician	$ 95.00
Senior Interior Designer	$ 200.00
Interior Designer II	$ 180.00
Interior Designer I	$ 140.00
BIM Manager	$ 190.00
Clerical / Procurement	$ 95.00

AGREEMENT FOR
PROFESSIONAL CONTINUING SERVICES – ARCHITECTURE

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 **Zoller Autrey Architects**, **P.A.,** a Florida corporation (the "Consultant").

WITNESSETH

WHEREAS, the City required a consultant to provide Professional Continuing Services for Architecture; and

WHEREAS, the City issued Request for Qualifications (RFQ) #26-033NT on April 14, 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 Professional Continuing Services for Architecture 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:	Darin Autrey	Name:	Kristofer Eccles, PE
Title:	Principal	Title:	Senior Engineering Manager
Address:	914 14th St W	Address:	888 13th Ave E.
	Bradenton, FL 34205-6646		Bradenton, FL 34208
Telephone:	941-748-4465	Telephone:	941-462-1996
E-Mail:	darin@zaarch.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
PROFESSIONAL CONTINUING SERVICES – ARCHITECTURE

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the date last written below.

ZOLLER AUTREY ARCHITECTS P.A.

By: _____

Print Name: Darin L Autrey
(Title of Authorized Representative)

Date: July 13, 2026

Title: Principal Architect

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 services related to Architectural Planning, Design, Permitting, and Construction and will vary based on the specific needs of the City.

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. The general scope of services to be provided to accomplish the City's objective includes a broad range of professional architectural services related to design, permitting and construction management of miscellaneous projects. 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 administrative tasks.

B. Projects may include but not limited to:

1. Feasibility studies
2. Master planning
3. Graphic design
4. Interior design
5. Building Information Modeling (BIM)
6. Architectural engineering and design
7. Project permitting services
8. Development of construction cost opinions
9. Development of construction plans and specifications
10. Professional services during construction
11. Construction administration services
12. Construction observation services
13. Completion of project close-out activities including Record Drawings in multiple

electronic formats

14. Alternative project delivery methodologies (design-build, etc.)
15. Sustainable (LEED) design
16. 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	Darin Autrey, AIA
Project Architect/Construction Administrators	Dan Johnson, AIA
Technical Level 1	David Brasgalla
Technical Level 1	Alexa Vasquez
Technical Level 1	Clarissa Cupolo
Interior Designer	Gloria Shirey
Expert Witness	Darin Autrey, AIA

EXHIBIT C
HOURLY RATES

TITLE	HOURLY RATE
Principal	$ 220.00
Project Architect/Construction Administrators	$ 175.00
Project Manager	$ 150.00
Technical Level 1	$ 135.00
Technical Level 2	$ 100.00
Interior Designer	$ 190.00
Administrative Director	$ 90.00
Expert Witness	$ 500.00

AGENDA ITEM NO. 6.u

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: August 12, 2026

SUBMITTED BY: Marcus Kerber, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Agreements for Professional Continuing Services for Landscape Architecture with Miller Legg & Associates, Inc.; Kimley-Horn and Associates, Inc.; Wade Trim, Inc.; Stantec Consulting Services, Inc.; and Bowman Consulting Group, Ltd.

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
On April 2, 2026, the City of Bradenton advertised Request for Qualifications (RFQ) 26-023MK to select firms to provide Professional Continuing Services for Landscape Architecture. Notice of this RFQ was made through OpenGov, and 21,936 vendors were notified, 811 vendors viewed the solicitation, and 14 vendors submitted an offer. On May 14, 2026, a three-member evaluation committee reviewed and scored each of the proposals based on the ability of professional personnel, proposer's past performance and experience, and project approach. Following scoring, five proposers were shortlisted to participate in a presentation and question and answer session on May 29, 2026. After the presentation and question and answer session with each of the firms, the Committee reconvened, deemed all firms qualified to perform the services, and ranked the proposers for the library rotation. A Notice of Recommended Award (NORA) for Miller Legg & Associates, Inc., Inc., Kimley-Horn and Associates, Inc., Wade Trim, Inc., Stantec Consulting Services, Inc., and Bowman Consulting Group, Ltd. was approved on June 1, 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 the Agreements for Professional Continuing Services - Landscape Architecture with Miller Legg & Associates, Inc.; Kimley-Horn and Associates, Inc.; Wade Trim, Inc.; Stantec Consulting Services, Inc.; and Bowman Consulting Group, Ltd.

ATTACHMENTS:
Agreement with Miller Legg and Associates, Inc.
Agreement with Kimley-Horn and Associates, Inc.
Agreement with wade Trim, Inc.
Agreement with Stantec Consulting Services Inc.
Agreement with Bowman Consulting Group, Ltd.

AGREEMENT FOR
PROFESSIONAL CONTINUING SERVICES – LANDSCAPE ARCHITECTURE

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 **Miller Legg & Associates, Inc.**, a Florida corporation (the "Consultant").

WITNESSETH

WHEREAS, the City required a consultant to provide Professional Continuing Services for Landscape Architecture; and

WHEREAS, the City issued Request for Qualifications (RFQ) 26-023MK on April 2, 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 Professional Continuing Services for Landscape Architecture 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, 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:	Michael Bradley, RLA
Title:	Project Manager
Address:	410 S. Ware Blvd., Suite 816
	Tampa, FL 33619
Telephone:	954-628-3657
E-Mail:	mbradley@millerlegg.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.

MILLER LEGG & ASSOCIATES, INC.

By: _____

Print Name: Dylan Larson
(Title of Authorized Representative)

Date: 7/28/2026

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

1. Overview

The Consultant shall provide professional services related to Landscape Architectural Planning, Design, Permitting, and Construction for all types of landscape architecture services.

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 landscape architectural 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 Contract include but are not necessarily limited to the following:

    1. Landscape master planning
    2. Urban design
    3. Sustainable site design
    4. Parks and playground planning and design
    5. Streetscape design
    6. Courtyard design
    7. Landscape graphic designs/3D sketches
    8. Bikeways, greenways and multi-use trails planning and design
    9. Landscape architecture design for project enhancement
    10. Land use and comprehensive planning assistance
    11. Plantings for mitigation purposes
    12. Plantings and landforms for screening/buffering of projects from residential areas
    13. Unit paver design, permeable pavers, decorative concrete pavements

B. Contractor 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
Michael Kroll, RLA, FASLA	Principal-in-Charge
Michael Bradley, RLA	Project Landscape Manager
Brian Shore, RLA, Associate	Senior Landscape Architect
Miguel Juncal, RLA, CA	Senior Landscape Architect | Certified Arborist
Michael Phillips, RLA, CA	Senior Landscape Architect | Certified Arborist
Liudmila Fuentes, MLA, Associate	Landscape Designer | Recreation Planner
Jessica Romer, RLA	Landscape Architect
Andrew Pereda, MLA	Landscape Designer | Irrigation Designer
Jourdan Friedlaner, LEED, GA, SITE AP	Landscape Designer | Sustainability

EXHIBIT C
HOURLY RATES

Job Classification	Hourly Rate
Principal-in-Charge	$325
Project Landscape Manager	$195
Senior Landscape Architect	$260
Senior Landscape Architect | Certified Arborist	$200
Senior Landscape Architect | Certified Arborist	$200
Landscape Designer | Recreation Planner	$165
Landscape Architect	$140
Landscape Designer | Irrigation Designer	$125
Landscape Designer | Sustainability	$125

AGREEMENT FOR
PROFESSIONAL CONTINUING SERVICES – LANDSCAPE ARCHITECTURE

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 North Carolina corporation licensed to do business within the state of Florida (the "Consultant").

WITNESSETH

WHEREAS, the City required a consultant to provide Professional Continuing Services for Landscape Architecture; and

WHEREAS, the City issued Request for Qualifications (RFQ) 26-023MK on April 2, 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 Professional Continuing Services for Landscape Architecture 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 indemnify and hold harmless the City, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the 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 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:	Ed Dean, PLA, ASLA	Name:	Kim Clayback
Title:	Project Manager	Title:	Engineering Manager
Address:	1800 2nd Street, Suite 900	Address:	888 13th Ave E
	Sarasota, FL 34236		Bradenton, FL 34208
Telephone:	941-379-7610	Telephone:	941-708-6304
E-Mail:	Ed.Dean@kimley-horn.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.

KIMLEY-HORN AND ASSOCIATES, INC.

By: Brooke Arriaga

Print Name: Brooke Arriaga, Regional Contract Lead
(Title of Authorized Representative)

Date: July 30, 2026

Title: Regional Contract Lead

CITY OF BRADENTON

By: _____
GENE BROWN
Mayor

Date: _____

ATTEST:

By: _____
TAMARA MELTON
City Clerk

Approved as to form:

By: _____
SCOTT E. RUDACILLE
City Attorney

EXHIBIT A
SCOPE OF SERVICES

1. Overview

The Consultant shall provide professional services related to Landscape Architectural Planning, Design, Permitting, and Construction for all types of landscape architecture services.

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 landscape architectural 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 Contract include but are not necessarily limited to the following:

    1. Landscape master planning
    2. Urban design
    3. Sustainable site design
    4. Parks and playground planning and design
    5. Streetscape design
    6. Courtyard design
    7. Landscape graphic designs/3D sketches
    8. Bikeways, greenways and multi-use trails planning and design
    9. Landscape architecture design for project enhancement
    10. Land use and comprehensive planning assistance
    11. Plantings for mitigation purposes
    12. Plantings and landforms for screening/buffering of projects from residential areas
    13. Unit paver design, permeable pavers, decorative concrete pavements

B. Contractor 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
Gary Nadeau, PE	Chief Engineer
Jon Casey Long, PE	Chief Engineer
Ed Dean, PLA, ASLA, LEEP AP	Senior Project Manager
Molly Williams, PE	Senior Professional Engineer
Eric Shroyer, PE	Senior Professional Engineer
Jordan Leep, PE	Senior Professional Engineer
Patrick Healy	Professional Engineer II
Trenton Strackbein	Professional Engineer II
Phill Reid, PE	Professional Engineer II
Jeremy Demboski	Professional Engineer I
Brandon Nichols	Professional Engineer I
Logan Reiber	Professional Engineer I
Joshua Wassermann, PE	Professional Engineer I
Erin Woodward, PE	Professional Engineer I
William Waddill, PLA, AICP	Senior Landscape Architect
James Pankonin, PLA, LEED AP	Senior Landscape Architect
Blake Linquist	Landscape Architect
Kelsie Shy	Landscape Architect
Alexandra Bogenrief	Landscape Architect
Jacob Hess	Landscape Architect

EXHIBIT B
KEY PERSONNEL

Michael Thomsen	Landscape Architect
Skyler Terebieniec	Landscape Architect Analyst
Kayla Jimenez	Landscape Architect Analyst
Brett Kamm, GISP	GIS Specialist
Jared Schneider	Senior Planner
Chad Davis, AICP	Project Planner
Philip DiMaria, AICP	Land Planner
Ronnie Van Fleet	Senior Environmental Scientist
Chris Kennedy	Environmental Scientist
Derick Bryant	Senior Construction Inspector
Diana Bello	Grant Administrator
Joe Crozier, AICP, GPC	Grant Administrator
Alec Thompson	Financial / Accounting Clerical
Susan Johnson	Clerical
Lori Denny	Clerical

EXHIBIT C
HOURLY RATES

Job Classification	Hourly Rate
Chief Engineer	$335 - $395
Senior Project Manager	$325 - $375
Project Manager	$235 - $315
Senior Professional Engineer	$290 - $370
Professional Engineer II	$230 - $280
Professional Engineer I	$170 - $220
Analyst II	$150 - $185
Analyst I	$130 - $165
Senior Designer	$215 - $300
Designer / Engineering Technician	$165 - $205
Drafter / CADD Operator	$125 - $150
Senior Construction Inspector	$235 - $285
Construction Inspector	$165 - $205
Senior Environmental Scientist	$230 - $345
Environmental Scientist	$145 - $220
Environmental Scientist Analyst	$130 - $160
Senior Landscape Architect	$265 - $360
Landscape Architect	$185 - $255
Landscape Architect Analyst	$130 - $175
Senior Planner	$285 - $360

EXHIBIT C
HOURLY RATES

Project Planner	$185 - $265
Land Planner	$175 - $225
Senior GIS Specialist	$280 - $335
GIS Specialist	$180 - $230
Grant Administrator	$205 - $315
Grant Specialist	$135 - $220
Financial / Accounting Clerical	$140 - $190
Clerical	$95 - $145

AGREEMENT FOR
PROFESSIONAL CONTINUING SERVICES – LANDSCAPE ARCHITECTURE

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 **Wade Trim, Inc.**, a Florida corporation (the "Consultant").

WITNESSETH

WHEREAS, the City required a consultant to provide Professional Continuing Services for Landscape Architecture; and

WHEREAS, the City issued Request for Qualifications (RFQ) 26-023MK on April 2, 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 Professional Continuing Services for Landscape Architecture 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:	Chris Thompson, ASLA
Title:	Project Manager
Address:	201 N Franklin Street, Suite 1350
	Tampa, FL 33602
Telephone:	813-921-9926
E-Mail:	cthompson@wadetrim.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.

WADE TRIM, INC.

By: _____

Print Name: Bradley T. Cornelius
(Title of Authorized Representative)

Date: 7/27/2026

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

1. Overview

The Consultant shall provide professional services related to Landscape Architectural Planning, Design, Permitting, and Construction for all types of landscape architecture services.

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 landscape architectural 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 Contract include but are not necessarily limited to the following:

    1. Landscape master planning
    2. Urban design
    3. Sustainable site design
    4. Parks and playground planning and design
    5. Streetscape design
    6. Courtyard design
    7. Landscape graphic designs/3D sketches
    8. Bikeways, greenways and multi-use trails planning and design
    9. Landscape architecture design for project enhancement
    10. Land use and comprehensive planning assistance
    11. Plantings for mitigation purposes
    12. Plantings and landforms for screening/buffering of projects from residential areas
    13. Unit paver design, permeable pavers, decorative concrete pavements

B. Contractor 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
Chris Nosek	Engineering Technician I
Sarah Beth Arnold	Landscape Architect I
Rachel Kerr	Landscape Architect I
Jordan White	Landscape Architect I
Josh Montney	CADD Technician II
Megan Brown	Landscape Architect II
Ian Harding	Landscape Architect II
Bailey Peak	Engineer II
Kira Klein	Engineer II
Taylor Hague	Professional Planner I
Ariel Regnier	Engineer III
Mikayla Tilley	Engineer III
Sarah Nazha (Mastison)	Professional Planner II
Katie Dennis	Professional Landscape Architect II
Matthew Clark	Professional Landscape Architect II
Abby Burns	Professional Engineer I
Michael Reineke	Engineer IV
Russell Whaley	CADD Technician VI
Amanda Roddy	Project Manager I (PE)
Chris Thompson	Professional Landscape Architect III

EXHIBIT B
KEY PERSONNEL

Chip Smith	Professional Planner V
Arthur Mullen	Professional Planner V
Amanda Warner	Senior Project Manager I
Brad Cornelius	Senior Project Manager I
Adam Young	Senior Project Manager I
Daniel Hyatt	Senior Project Manager I
Scot Lautzenheiser	Senior Project Manager II
AJ Gutz	Senior Professional

EXHIBIT C
HOURLY RATES

Job Classification	Hourly Rate
Engineering Technician I	$85.00
Landscape Architect I	$100.00
Landscape Architect I	$100.00
Landscape Architect I	$100.00
CADD Technician II	$105.00
Landscape Architect II	$110.00
Landscape Architect II	$110.00
Engineer II	$130.00
Engineer II	$130.00
Professional Planner I	$140.00
Engineer III	$145.00
Engineer III	$145.00
Professional Planner II	$150.00
Professional Landscape Architect II	$155.00
Professional Landscape Architect II	$155.00
Professional Engineer I	$155.00
Engineer IV	$170.00
CADD Technician VI	$170.00
Project Manager I (PE)	$175.00
Professional Landscape Architect III	$180.00

EXHIBIT C
HOURLY RATES

Professional Planner V	$200.00
Professional Planner V	$200.00
Senior Project Manager I	$210.00
Senior Project Manager I	$210.00
Senior Project Manager I	$210.00
Senior Project Manager I	$225.00
Senior Project Manager II	$255.00
Senior Professional	$270.00

AGREEMENT FOR
PROFESSIONAL CONTINUING SERVICES – LANDSCAPE ARCHITECTURE

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 Professional Continuing Services for Landscape Architecture; and

WHEREAS, the City issued Request for Qualifications (RFQ) 26-023MK on April 2, 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 Professional Continuing Services for Landscape Architecture 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 indemnify and hold harmless the City, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the 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 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:	Scott Buttari, PLA	Name:	Kim Clayback
Title:	Project Manager	Title:	Engineering Manager
Address:	6920 Professional Pkwy E	Address:	888 13th Ave E
	Sarasota, FL 34240		Bradenton, FL 34208
Telephone:	941-907-6900	Telephone:	941-708-6304
E-Mail:	scott.buttari@stantec.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.

STANTEC CONSULTING SERVICES INC.

By: _____
Buttari, Scott
Digitally signed by Buttari, Scott
DN: CN="Buttari, Scott", OU=Internal, OU=users, OU=stantec, DC=corp, DC=ads
Date: 2026.08.04 10:12:05-04'00'

Print Name: _____
(Title of Authorized Representative)

Date: 08/04/2026

Title: Senior Principal

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 services related to Landscape Architectural Planning, Design, Permitting, and Construction for all types of landscape architecture services.

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 landscape architectural 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 Contract include but are not necessarily limited to the following:

    1. Landscape master planning
    2. Urban design
    3. Sustainable site design
    4. Parks and playground planning and design
    5. Streetscape design
    6. Courtyard design
    7. Landscape graphic designs/3D sketches
    8. Bikeways, greenways and multi-use trails planning and design
    9. Landscape architecture design for project enhancement
    10. Land use and comprehensive planning assistance
    11. Plantings for mitigation purposes
    12. Plantings and landforms for screening/buffering of projects from residential areas
    13. Unit paver design, permeable pavers, decorative concrete pavements

B. Contractor 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
Scott Buttari, PLA	Principal in Charge
Adam Markle, PLA	Project Manager
Kyle Steele, PLA	Project Manager
Tom Kotkiewicz, PLA	Landscape Architect
Christopher Sutton, PLA	Landscape Architect
Monica Wojcik	Landscape Architect

EXHIBIT C
HOURLY RATES

Job Classification	Hourly Rate
Principal Landscape Architect	$291.00
Senior Landscape Architect	$237.00
Senior Landscape Architect	$237.00
Senior Landscape Architect	$214.00
Landscape Architect	$198.00
Landscape Designer	$190.00
Principal Engineer	$302.00
Senior Engineer	$250.00
Engineer	$214.00
Engineer In Training	$190.00
Senior CAD Designer	$214.00
CAD Designer	$184.00
Senior Inspector	$184.00
Project Manager Assistant	$174.00

AGREEMENT FOR
PROFESSIONAL CONTINUING SERVICES – LANDSCAPE ARCHITECTURE

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 **Bowman Consulting Group, Ltd.**, a Florida corporation (the "Consultant").

WITNESSETH

WHEREAS, the City required a consultant to provide Professional Continuing Services for Landscape Architecture; and

WHEREAS, the City issued Request for Qualifications (RFQ) 26-023MK on April 2, 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 Professional Continuing Services for Landscape Architecture 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.

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    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:	Mario Rojo Jr., PLA
Title:	Director, Landscape Architecture
Address:	6200 Whiskey Creek Dr.
	Fort Meyers, FL 33919
Telephone:	305-310-3782
E-Mail:	mario.rojo@bowman.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.

BOWMAN CONSULTING GROUP, LTD.

By: _____

Print Name: Kenneth J Welden
(Title of Authorized Representative)

Date: 08/03/2026

Title: Business Unit Leader - Principal

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 services related to Landscape Architectural Planning, Design, Permitting, and Construction for all types of landscape architecture services.

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 landscape architectural 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 Contract include but are not necessarily limited to the following:

    1. Landscape master planning
    2. Urban design
    3. Sustainable site design
    4. Parks and playground planning and design
    5. Streetscape design
    6. Courtyard design
    7. Landscape graphic designs/3D sketches
    8. Bikeways, greenways and multi-use trails planning and design
    9. Landscape architecture design for project enhancement
    10. Land use and comprehensive planning assistance
    11. Plantings for mitigation purposes
    12. Plantings and landforms for screening/buffering of projects from residential areas
    13. Unit paver design, permeable pavers, decorative concrete pavements

B. Contractor 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
Richard Brylanski, PE	Director, Civil Engineering
Robert J. Mulhere, FAICP	Principal, Planning and Landscape Architecture
Mario Rojo Jr., PLA	Director, Landscape Architecture
Fran Litton	Landscape Architect III
Bertram Darville	Landscape Architect II
Amber Valdes	Landscape Architect I

EXHIBIT C
HOURLY RATES

Job Classification	Hourly Rate
Senior Principal	$350.00
Principal	$330.00
Department Executive	$280.00
Senior Project Manager	$250.00
Project Manager	$215.00
Project Coordinator	$130.00
Senior Surveyor	$250.00
Engineer I	$140.00
Engineer II	$165.00
Engineer III	$190.00
Planner I	$134.00
Planner II	$145.00
Planner III	$186.00
Designer I	$134.00
Designer II	$145.00
Designer III	$155.00
CADD Drafter I	$98.00
CADD Drafter II	$124.00
CADD Drafter III	$134.00
Construction Inspector	$124.00

EXHIBIT C
HOURLY RATES

Sr. Construction Inspector	$150.00
Landscape Architect I	$134.00
Landscape Architect II	$150.00
Landscape Architect III	$185.00
GIS Developer I	$134.00
GIS Developer II	$176.00
GIS Developer III	$212.00
Senior Environmental Scientist	$206.00
Environmental Scientist I	$129.00
Environmental Scientist II	$160.00
Environmental Scientist III	$191.00
Right of Way Specialist I	$103.00
Right of Way Specialist II	$124.00
Right of Way Specialist III	$150.00
Survey Technician I	$115.00
Survey Technician II	$135.00
Survey Technician III	$155.00
Project Surveyor	$190.00
Survey Field Crew – 1 Man	$155.00
Survey Field Crew – 2 Man	$200.00
Survey Field Crew – 3 Man	$250.00
3D Scanning Crew	$285.00

EXHIBIT C
HOURLY RATES

Survey Field Technician	$100.00
3D/UAV Modeling Technician	$180.00
UAV Operation	$325.00
SUE Field Crew - 1 Man	$155.00
SUE Field Crew - 2 Man	$200.00
SUE Field Crew - 3 Man	$260.00
SUE Field Crew - 4 Man	$300.00
SUE Utility Coordinator	$200.00
SUE Technician I	$120.00
SUE Technician II	$135.00
SUE Technician III	$160.00
Senior Project Analyst	$125.00
Machine Control Technician	$275.00
Administrative Professional	$100.00
Remote Sensing Technician I	$115.00
Remote Sensing Technician II	$135.00
Remote Sensing Technician III	$160.00

AGENDA ITEM NO. 6.v

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: August 12, 2026

SUBMITTED BY: Nicholas Toth, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Amendment No. 1 to Contract 25-019NT Pavement Marking and Striping Services with McShea Contracting, LLC

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City and the McShea Contracting, LLC. entered into Contract No. 25-019NT to provide Pavement Marking and Striping Services within the City of Bradenton on an "as-needed basis", effective August 27, 2025. The Contract with the City provided for a one-year term, thorough August 26, 2026 and provides the parties with the option to renew for four (4) additional one-year periods. The parties wish to amend the Contract for an additional one-year period through August 26, 2027.

FINANCIAL IMPACT:
Funded by 00154100 (Streets) 534000 (Contractual Services).

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

SUGGESTED MOTION:
Motion to approve Amendment No 1 to Contract 25-019NT with McShea Contracting, LLC.

ATTACHMENTS:

Amendment No. 1 to Contract 25-019NT with McShea Contracting, LLC

AMENDMENT NO. 1
TO CONTRACT NO. 25-019NT

This Amendment is made and entered into upon execution by both parties and between City of Bradenton, a political subdivision of the State of Florida, hereinafter referred to as the "City," and McShea Contracting, LLC., a Florida corporation authorized to do business in the State of Florida, hereinafter referred to as **"Contractor."**

WITNESSETH

WHEREAS, the City and the Contractor entered into Contract No. 25-019NT ("Contract") to provide Pavement Marking and Striping Services within the City of Bradenton on an "as-needed basis", effective August27,2025;and

WHEREAS, the contract with City provided for a one-year term, thorough August 26, 2026: however, the Contract provides the parties the option to renew for four (4) additional one-year periods.

WHEREAS, the parties now wish to amend the Contract for an additional one-year period.

NOW THEREFORE, the City and the Contractor, in consideration of the mutual covenants contained herein, do agree to amend the Contract as follows:

1. The above recitals are true and correct and incorporated herein by reference.
2. The term of the Agreement is hereby renewed for a period of one (1) year, effective August27, 2026, through August26,2027.
3. The pricing contained in Exhibit B - Fee Schedule remains in effect, and a copy is attached hereto for administrative purposes.
4. Except as modified herein, all other terms, covenants, and conditions of the Contract shall remain in full force and effect.

[The remainder of this page left black intentionally.]

IN WITNESS WHEREOF, the parties have executed this amendment as of the last date written below.

WITNESS:

Print Name: Karen Kroger

Signed By: Karen Kroger

Date: 7/28/26

McShea Contracting, LLC.:

Print Name: Daniel S McWilliams

Signed By: Daniel S McWilliams Digitally signed by Daniel S McWilliams Date: 2026.07.23 11:16:07 -04'00'

Title: President

Date: 07/23/2026

CITY OF BRADENTON

By: _____

GENE BROWN, MAYOR

Date: _____

EXHIBIT B
FEE SCHEDULE

PAINTED PAVEMENT MARKINGS				
Line Item	**Description**	**Quantity**	**Unit of Measure**	**Unit Cost**
1	Painted Bike/Edge line Stripe 4" Wide, Yellow and White	8000	LF	$0.35
2	Painted Traffic Stripes, 4" Wide, Yellow and White (Lane line)	8000	LF	$0.35
3	Painted Traffic Stripes, Skip 4" Wide, Yellow and White	8000	LF	$0.35
4	Painted Traffic Stripes, Double –Yellow 4" Wide	8000	LF	$0.70
5	Painted Bike/Edge line Stripe 6" Wide, Yellow and White	8000	LF	$0.49
6	Painted Traffic Stripe 6" Wide, Yellow and White (Lane line)	8000	LF	$0.49
7	Painted Traffic Stripes, Skip 6" Wide, Yellow and White	8000	LF	$0.49
8	Painted Traffic Stripes, Double –Yellow 6" Wide	8000	LF	$0.98
9	Painted Stop Bar Stripe 12" Wide	1000	LF	$2.75
10	Painted Stop Bar Stripe 24" Wide	1000	LF	$3.00
11	Painted Pavement Arrows, Yellow and White (Bid Per Arrow)	30	EA	$75.00
12	Painted Pavement Messages, Yellow and White (Bid Per Letter)	50	EA	$85.00
13	Painted Handicap Parking Space Blue and White Lining and Layout	30	EA	$200.00
14	Painted Blue and White Handicap Symbol	30	EA	$50.00

EXHIBIT B
FEE SCHEDULE

THERMOPLASTIC PAVEMENT MARKINGS				
Line Item	**Description**	**Quantity**	**Unit of Measure**	**Unit Cost**
15	Thermoplastic Bike/Edge line Stripe 4" Wide, Yellow and White	8000	LF	$1.28
16	Thermoplastic Traffic Stripes, 4" Wide, Yellow and White (Lane line)	8000	LF	$1.28
17	Thermoplastic Traffic Stripes, Skip 4" Wide, Yellow and White	8000	LF	$1.28
18	Thermoplastic Traffic Stripes, Double – Yellow 4" Wide	8000	LF	$2.56
19	Thermoplastic Bike/Edge line Stripe 6" Wide, Yellow and White	8000	LF	$1.92
20	Thermoplastic Traffic Stripe 6" Wide, Yellow and White (Lane line)	8000	LF	$1.92
21	Thermoplastic Traffic Stripes, Skip 6" Wide, Yellow and White	8000	LF	$1.92
22	Thermoplastic Traffic Stripes, Double – Yellow 6" Wide	8000	LF	$3.84
23	Thermoplastic Stop Bar Stripe 12" Wide, Yellow and White	1000	LF	$3.76
24	Thermoplastic Stop Bar Stripe 24" Wide, Yellow arid White	1000	LF	$7.48
25	Thermoplastic Pavement Arrows, Yellow and White (Bid Per Arrow)	30	EA	$90.00
26	Thermoplastic Pavement Messages, Yellow and White (Bid Per Letter)	50	EA	$25.00
27	Thermoplastic Handicap Parking Space Blue and White Lining and Layout	30	EA	$500.00
28	Thermoplastic Blue and White Handicap Symbol	30	EA	$15.00
29	Removal of Painted Traffic Stripes, Messages and Markings	1000	LF	$1.00
30	Removal of Thermoplastic Traffic Stripes, Messages and Markings	1000	LF	$2.00

EXHIBIT B
FEE SCHEDULE

31	Removal of Raised Pavement Markers	100	EA	$1.00
32	Provide and Install Class "B" Raised Pavement Markers Type 1, 2, 3, 4, or 5	100	EA	$4.00

AFTER HOURS WORK RATE

Line Item	Description	Unit of Measure	Unit Cost
33	Painted Pavement Markings After Hours Work Rate	HR	$0.00
34	Thermoplastic Pavement Markings After Hours Work Rate	HR	$0.00

AGENDA ITEM NO. 6.w

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: August 12, 2026

SUBMITTED BY: Nicholas Toth, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Amendment No. 1 to Contract 25-031NT for Traffic Sign Replacement, Installation, and Refurbishment Services with Stripe A Lot of America II, Corp.

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City and Stripe A Lot of America II, Corp. entered into Contract No. 25-031NT to provide replacement, installation and refurbishment of traffic signs in various areas within the City of Bradenton on an "as-needed basis" on August 13, 2025. The Contract with the City provided for a one-year term thorough August 12, 2026 and provides the parties with the option to renew for four (4) additional one-year periods. The parties wish to amend the Contract for an additional one-year period through August 12, 2027.

FINANCIAL IMPACT:
Funded by 00154100 (Streets) 534000 (Contractual Services).

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

SUGGESTED MOTION:
Motion to approve Amendment No. 1 to Contract 25-031NT with Stripe A Lot of America II, Corp.

ATTACHMENTS:

Amendment No. 1 to Contract 25-031NT with Stripe A Lot of America II, Corp.

AMENDMENT NO. 1
TO CONTRACT NO. 25-031NT

This Amendment is made and entered into upon execution by both parties and between **City of Bradenton**, a political subdivision of the State of Florida, hereinafter referred to as the "City," and **Stripe A Lot of America II, Corp.,** a Florida corporation authorized to do business in the State of Florida, hereinafter referred to as **"Contractor."**

WITNESSETH

WHEREAS, the City and the Contractor entered into Contract No. 25-031NT ("Contract") to provide replacement, installation and refurbishment of traffic signs in various areas within the City of Bradenton on an "as-needed basis", effective August 13, 2025; and

WHEREAS, the Contract with the City provided for a one-year term, thorough August 12, 2026: however, the Contract provides the parties with the option to renew for four (4) additional one-year periods.

WHEREAS, the parties now wish to amend the Contract for an additional one-year period.

NOW THEREFORE, the City and the Contractor, in consideration of the mutual covenants contained herein, do agree to amend the Contract as follows:

1. The above recitals are true and correct and incorporated herein by reference.
2. The term of the Contract is hereby renewed for a period of one (1) year, effective August 13, 2026 through August 12, 2027.
3. The pricing contained in Exhibit B – Fee Schedule remains in effect, and a copy is attached hereto for administrative purposes.
4. Except as modified herein, all other terms, covenants, and conditions of the Contract shall remain in full force and effect.

[The remainder of this page left black intentionally.]

IN WITNESS WHEREOF, the parties have executed this amendment as of the last date written below.

WITNESS:

Print Name: Seth Moore

Signed By: Seth Moore

Date: __July 16. 2026

Stripe A Lot of America II,

Corp: Print Name: Gregg Kay

Signed By: Gregg Kay

Title: President

Date: July 16, 2026

CITY OF BRADENTON

By: _____

GENE BROWN, MAYOR

Date: _____

EXHIBIT B
FEE SCHEDULE

Line Item	Description	Unit of Measure	Unit Cost
1	Post – Install	EA	$425.00
2	Post – Repair	EA	$300.00
3	Post – Replace	EA	$425.00
4	Regulatory Sign Install – all sizes	EA	$475.00
5	Regulatory Sign Repair – all sizes	EA	$355.00
6	Regulatory Sign Replace – all	EA	$500.00
7	Warning Sign Install – all sizes	EA	$475.00
8	Warning Sign Repair – all sizes	EA	$355.00
9	Warning Sign Replace – all sizes	EA	$499.00
10	Pedestrian Sign Install – all sizes	EA	$475.00
11	Pedestrian Sign Repair – all sizes	EA	$355.00
12	Pedestrian Sign Replace – all	EA	$500.00
13	School Sign Install – all sizes	EA	$475.00
14	School Sign Repair – all sizes	EA	$355.00
15	School Sign Replace – all sizes	EA	$500.00
16	Street Sign Install	EA	$575.00
17	Street Sign Repair	EA	$355.00
18	Street Sign Replace	EA	$625.00
19	After Hours Work Rate	HR	$400.00

DECLARED EMERGENCY WORK

Line Item	Description	Unit of Measure	Unit Cost
20	Single Post Sign, Straighten & Reset Post	EA	$450.00
21	Single Post Sign, Relocate Existing Sign to New Post	EA	$475.00
22	Single Post Sign, F&I Ground Mount, Up to 12 SF	EA	$575.00
23	Single Post Sign, Install	EA	$525.00

AGENDA ITEM NO. 6.x

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: August 12, 2026

SUBMITTED BY: Marcus Kerber, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Term Contract for Parking Garage Repair and Maintenance with Restocon, LLC

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
On May 28, 2026, City of Bradenton advertised Invitation to Bid (IFB) 25-024MK to select a firm for parking garage repair and maintenance services. Notice of this IFB was made through OpenGov. 21,918 vendors were notified, 1,046 vendors viewed the solicitation, and 4 vendors submitted a bid. Restocon, LLC being the lowest responsive and responsible bidder for the parking garage repair and maintenance services was recommended and approved for award. Purchasing is now bringing forward the resulting contract for execution.

FINANCIAL IMPACT:
Funded by 48254500 (Parking) 546100 (Building Repair & Maintenance).

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed and edited by Attorney Rudacille.

SUGGESTED MOTION:
Motion to approve the Term Contract with Restocon, LLC.

ATTACHMENTS:
Term Contract with Restocon, LLC

TERM CONTRACT FOR
PARKING GARAGE REPAIR AND MAINTENANCE

THIS TERM CONTRACT (the "Contract") 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 **Restocon, LLC** (the "Contractor"), a Florida limited liability corporation.

WITNESSETH

WHEREAS, the City required the services of a contractor to provide Parking Garage Repair and Maintenance services; and

WHEREAS, the City issued IFB 26-024MK on May 28, 2026 (the "Solicitation"); and

WHEREAS, the City evaluated the proposals received and found the Contractor qualified to perform the necessary services; and

WHEREAS, the City approved a Notice of Recommended Award on July 22, 2026; and

WHEREAS, the Contractor has reviewed the services required pursuant to this Contract and is qualified, willing, and able to provide and perform all such services in accordance with its terms.

NOW, THEREFORE, the City and the Contractor, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, do agree as follows:

I. CONTRACTOR'S SERVICES

The Scope of Work and Fee Schedule attached hereto and incorporated herein as Exhibits A and B, and the Solicitation (including all attachments thereto) are made a part hereof by reference, and the terms and provisions contained therein shall be incorporated into this Contract as if fully stated herein (the documents attached hereto, this Contract, and any Work Assignment(s) hereinafter issued pursuant to this Contract shall be collectively referred to as the "Contract Documents"). To the extent there is any conflict between the terms and provisions of the Contract Documents, the order of precedence shall be the order in which the Contract Documents are listed below:

1. Contract and any amendments;
2. Work Assignment(s);
3. Scope of Work;
4. General Terms and Conditions of Solicitation;
5. Fee Schedule; and
6. Solicitation.

The Contractor agrees to diligently provide all materials, services, and labor for Parking Garage Repair and Maintenance services (the "Services") in accordance with the Scope of Work set forth in as Exhibit A, attached hereto and incorporated herein. Contractor shall provide routine maintenance services, bi-annually, in accordance with the Scope of Work set forth in Exhibit A, and any repair work will be requested by the City on an as-needed basis pursuant to a Work Assignment as provided in section III.

II. TERM

This Contract shall commence immediately upon execution by both the City and the Contractor and shall continue for an initial one (1) year period. This Contract may be renewed for up to four (4) additional one-year periods by written agreement of both parties.

III. WORK ASSIGNMENTS

A. Notwithstanding the Contractor's obligation to perform bi-annual routine maintenance services, upon request by the City, Contractor shall be engaged to perform specific repair work through the issuance of a negotiated work assignment in accordance with the Scope of Work and Fee Schedule attached hereto and incorporated herein as Exhibits A and B ("Work Assignment").

B. After notification by the City, the Contractor 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. To the extent applicable, Contractor will identify and provide qualifications of sub-Contractors during the Work Assignment negotiations. The City reserves the right to review and approve all sub-Contractors 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 to which they relate. No amendment to a Work Assignment is enforceable unless agreed to in writing by both parties.

E. If the City's Administrative Agent requires the Contractor to perform additional services related to a Work Assignment, then the Contractor shall be entitled to additional compensation based on the Fee Schedule attached hereto and incorporated herein as Exhibit B, 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. 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 Contractor, the Contractor shall not be entitled to additional compensation for such additional services or work.

IV. TERMINATION OF WORK ASSIGNMENTS

The City shall have the right at any time to terminate a Work Assignment. In that event, the Contractor shall cease work and shall deliver to the City all documents (including reports, designs, specifications, and all other data) prepared or obtained by the Contractor in connection with the Work Assignment. The City shall, upon receipt of the aforesaid documents, pay to the Contractor and the Contractor 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 not completed task, less (3) all previous payments made for the same task.

V. COMPENSATION AND PAYMENT OF CONTRACTOR'S SERVICE

A. The City shall pay the Contractor for the Services rendered hereunder and completed in accordance with the terms and conditions of this Contract.

B. Notwithstanding the Contractor's obligation to provide bi-annual routine maintenance services in accordance with Exhibit A, Contractor acknowledges and agrees that no minimum amount of Work Assignments are guaranteed under this Contract 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. The City's performance and obligations to pay under this Contract are contingent up on an appropriation of lawfully available funds by the City Council. The City shall promptly notify the Contractor if the necessary appropriation is not made.

VI. METHOD OF PAYMENT

A. The City shall pay the Contractor in accordance with the Local Government Prompt Payment Act set forth in §218.70, et seq. F.S., upon receipt of the Contractor's invoice and written approval of same by the City's Administrative Agent indicating that the Services have been rendered in conformity with this Contract.

B. The Contractor shall submit invoices for payment to the address indicated on the purchase order for the Services pursuant to Exhibit B, Fee Schedule, attached hereto and incorporated herein.

C. The Contractor's invoices shall be in a form satisfactory to the City. The Contractor is responsible for providing all necessary documentation that may be required by the City.

VII. ADDITIONAL SERVICES

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

B. If the City's Administrative Agent requires the Contractor to perform additional services related to this Contract, then the Contractor 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 Contract 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 Contract.

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

VIII. LIABILITY OF CONTRACTOR

A. The Contractor 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 Contractor arising out of or in any way connected with the Contractor or subcontractor's performance or failure to perform under the terms of this Contract.

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

IX. CONTRACTOR'S INSURANCE

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

X. RESPONSIBILITIES OF THE CONTRACTOR

A. The personnel assigned by the Contractor to perform the Services shall comply with the terms set forth in this Contract. The Contractor shall ensure that all personnel and other agents are fully qualified and capable to perform the assigned tasks. Any changes or substitution to the Contractor's key personnel must receive the City's written approval before said changes or substitution can become effective.

B. The Contractor 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 Contractor 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 Contractor under this Contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its reports, designs, specifications, other documents and data.

D. The Contractor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Contractor) to solicit or secure this Contract 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 Contractor, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Contract.

E. Contractor agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of a Contractor's performance, including complaints received from City employees or members of the public, may impact the City's decision to renew or terminate this Contract in accordance with the provisions contained herein.

F. The Contractor 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 Contract.

G. The Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the Services under this Contract which shall be available and accessible at the Contractor'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 Contractor shall notify the City's Administrative Agent at least one (1) day in advance of

any meeting between the Contractor and any City Council Member, regulatory agency or private citizen related to this Contract.

I. The Contractor is, and shall be, in the performance of all work, services and activities under this Contract, an independent contractor. Contractor 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 Contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision, and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects to the Contractor'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. The Contractor shall be solely responsible for providing benefits and insurance to its employees.

J. The Contractor 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 Contractor 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. Contractor 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 Contract (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.

XI. FORCE MAJEURE

The Contractor specifically agrees that all work performed under the terms and conditions of this Contract shall be completed within the time limits as set forth herein, or as otherwise identified in the Contract 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 Contract arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

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 Contract, including, but not limited to:

1. Review of all Contractor payment requests for approval or rejection; and
2. Periodic reviews of the work of the Contractor as necessary for the completion of the Contractor's Services during the period of this Contract.

B. The City shall not provide any services to the Contractor in connection with any claim brought on behalf of or against the Contractor.

XIII. TERMINATION

A. The City shall have the right at any time upon thirty (30) calendar days' written notice to the Contractor to terminate the Services of the Contractor for convenience. In the event of

termination pursuant to this paragraph, the City shall pay the Contractor, and the Contractor 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 Contractor to satisfy the requirements of this Contract, as documented by the Administrative Agent, shall be considered a default of the Contract and sufficient reason for termination.

    1. For defaults that are curable (as determined solely by the City), the Contractor 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 Contract 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 XI.A. above.

D. The parties may mutually agree to terminate this Contract. 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 Contractor and the Contractor 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 Contractor has abandoned performance under this Contract, then the City may terminate this Contract upon three (3) calendar days' written notice to the Contractor indicating its intention to do so. Payment for work performed prior to the Contractor's abandonment shall be as stated in paragraph XI.D. above. Contractor 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 Contractor shall have the right to terminate Services only in the event of the City failing to pay the Contractor'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 Contract in the event the Contractor 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 Contractor 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 Contractor's work not performed in accordance with the requirements of this Contract;
    2. The quantity of the Contractor's work not delivered or performed as represented in the Contractor'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 Contractor; and/or
    5. The Contractor's failure or refusal to perform any obligation under this Contract.

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 Contract, 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 Contract 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 Contract.

F. This Contract 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 Contractor shall be required to continue its service and all other obligations under this Contract during the pendency of any claim or dispute including, but not limited to, the actual period of mediation or judicial proceeding.

XV. STOP WORK ORDER

The City's Administrative Agent may at any time, by written order to the Contractor, require the Contractor to stop all or any party of the work called for by the Contract. Any such order shall be identified specifically as a stop work order issued pursuant to this clause ("Stop Work Order"). Any Stop Work Order shall be effective as of the date the Stop Work Order is delivered to the Contractor. Upon receipt of any such Stop Work Order, the Contractor 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 Contractor shall not resume work unless specifically so directed in writing by the City. Unless extended, the City's Administrative Agent shall take one of the following actions prior to expiration of the Stop Work Order:

A. Cancel the Stop Work Order; or
B. Terminate the work covered by the Stop Work Order; or
C. Terminate this Contract in accordance with provisions contained in Section XI.A.

In the event the City elects not to direct the Contractor to resume work, the Stop Work Order may be converted into a notice of termination for convenience pursuant to Section XI.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 Contractor to resume work within ninety (90) days, the Contractor may terminate this Contract by written notice to the City.

XVI. PUBLIC RECORDS

To the extent applicable, Contractor shall comply with the requirements of Florida's Public Records laws as specified in the Solicitation.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

CITY CLERK
Phone: (941) 932-9400
Email: Cityclerk@Cityofbradenton.com
Mailing Address: 101 Old Main Street, Bradenton, FL 34205

XVII. MISCELLANEOUS

A. 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 Contractor, supplier, subcontractor, or Contractor 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.

B. Section §287.135, F.S., prohibits agencies from contracting with companies for goods or services that are on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel, and from contracting with companies for goods or services of $1,000,000 or more that are on the Scrutinized Companies with Activities in the Sudan List or the Securitized Companies with Activities in the Iran Petroleum Energy Section List, or are engaged in business operations in Cuba or Syria. The lists are created pursuant to §215.473 and §215.4725, F.S. Contractor certifies that it is not listed on the Scrutinized Companies that boycott Israel List, the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in a boycott of Israel or engaged in business operation in Cub or Syria, and understands that pursuant to §287.135, F.S., the submission of a false certification may subject Contractor to civil penalties, attorney's fee, and/or costs. In accordance with §287.135, F.S, The City may terminate this Contract if a false certification has been made, or the Contractor is subsequently placed on any of the operations in Cuba or Syria.

C. The Contract Documents constitute the sole and complete understanding between the parties

and supersede all other Contracts between them, whether oral or written with respect to the subject matter. No amendment, change order or addendum to the Contract Documents is enforceable unless agreed to in writing by both parties and incorporated into this Contract.

D. Time is of the essence with regard to each and every aspect of the Contractor's performance under this Contract.

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

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

G. The Contractor shall not assign or transfer any rights, interests, or obligations under this Contract (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 Contractor from the City under this Contract 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.

H. 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 Contract or any applicable law.

I. The failure of any party hereto to insist upon strict adherence to any term of this Contract 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 Contract.

J. If any term, condition, or covenant of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Contract shall be unaffected thereby and shall remain valid and enforceable as to each party.

K. The parties covenant and agree that each is duly authorized to enter into and perform this Contract and those executing this Contract have all requisite power and authority to bind the parties.

L. Neither the City's review, approval or acceptance of, nor payment for, the Services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or any cause of action arising out of the performance of this Contract.

M. The rights and remedies of the City provided for under this Contract are in addition to any other rights and remedies available at law or in equity.

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

O. This Contract 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 Contract.

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

Q. 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:

TERM CONTRACT FOR
PARKING GARAGE REPAIR AND MAINTENANCE

Contractor's Representative:

Name:	Jeromy Magill
Title:	Sales/Estimating Manager
Address:	337 N Falkenburg Road
	Tampa, FL 33619
Telephone:	713-816-1369
E-Mail:	j.magill@restocon.com

City's Administrative Agent:

Name:	Frank Bielawski
Title:	Facilities Maintenance Supervisor
Address:	2905 59th Street W
	Bradenton, FL 34209
Telephone:	941-932-9484
E-Mail:	Frank.Bielawski@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

R. Any change in the City's Administrative Agent or the Contractor's Representative will be promptly communicated in writing by the party making the change.

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

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

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as of the date last written below.

RESTOCON, LLC

By: Michael Matthews

Print Name: Michael Matthews
(Title of Authorized Representative)

Date: 7/30/2026

Title: Vice President

CITY OF BRADENTON

ATTEST:

By:_____
TAMARA MELTON
City Clerk

By: _____
GENE BROWN
Mayor

Date:_____

APPROVED AS TO FORM:

By:_____
SCOTT E. RUDACILLE
City Attorney

EXHIBIT A
SCOPE OF WORK

1. Overview

This Scope of Work outlines the requirements for the repair and ongoing maintenance of City Parking Garage to ensure safety, structural integrity, functionality, and aesthetic condition. The City currently contracts for survey services and this solicitation is to select a qualified bidder to complete routine repair and maintenance services as well as needs identified in the reports provided by the survey firm. The selected contractor will provide all labor, materials, equipment, and supervision necessary to perform the services described herein.

2. Objectives

A. Maintain the parking structure in compliance with local building codes, safety standards, and industry best practices.

B. Repair and prevent deterioration of concrete, steel, and waterproofing systems.

C. Enhance user safety, lighting, signage, and wayfinding.

D. Extend the lifespan of the facility through proactive and preventive maintenance.

3. General Requirements

A. All contractors must be Florida Licensed General Contractor(s), insured, and experienced in parking garage maintenance and repairs.

B. Safety and Compliance: Work must comply with all federal, state and local building and safety codes, including OSHA regulations, Florida Building Code and the Americans with Disabilities Act (ADA).

C. Proposed structural repairs shall be designed and specified by a Professional Structural Engineer licensed in the State of Florida.

4. **Scope of Services**

A. Routine Maintenance

The contractor shall perform scheduled maintenance, including but not limited to:

1. Cleaning & Debris Removal

    a. Power washing floors, ramps, and stairwells; and

    b. Removing litter, oil stains, and salt residue.

2. Surface Maintenance

    a. Re-striping parking stalls, crosswalks, and directional markings; and

b. Touch-up painting for curbs, columns, and barriers.

3. Lighting & Electrical Systems

a. Inspecting, cleaning, and replacing light bulbs and fixtures; and

b. Verifying proper operation of emergency lighting.

4. Drainage & Plumbing

a. Cleaning and maintaining trench drains, downspouts, and catch basins; and

b. Removing blockages and checking for leaks.

5. Signage & Safety Systems

a. Inspecting and replacing damaged signage, mirrors, and wayfinding decals; and

b. Ensuring all fire extinguishers, alarms, and emergency signage meet code.

B. Repair Work

Repairs shall be performed as identified during inspections or as directed by the Owner's Representative:

1. Structural Repairs

a. Concrete patching (spalls, delaminations, cracks).

b. Expansion joint and sealant replacement.

c. Steel corrosion protection (cleaning, priming, recoating).

2. Waterproofing

a. Membrane inspection and re-application as needed.

b. Crack sealing and caulking to prevent infiltration.

3. Drainage Corrections

a. Adjusting slopes or drains to correct standing water or flooding.

4. Miscellaneous Repairs

a. Railing, guardrail, and bollard repairs.

b. Stairwell and elevator lobby touch-ups

C. Proposal Process for Repair Work

EXHIBIT A
SCOPE OF WORK

The City may request the Contractor to provide materials and services for certain as-needed repairs. The contractor shall:

1. Provide a written proposal with pricing for approval for all work identified during service or inspections.

2. Ensure that all as-needed repair work under this Contract is approved by the City prior to its commencement.

3. Submit a written proposal with accurate cost information and schedule of work to the City within five (5) business days of the notification of work request.

4. Provide detailed reports and documentation for all work performed, including descriptions of work completed, materials used, and quantities of materials installed to the City upon completion of each phase of work.

D. Schedule

1. Routine Maintenance: Semi-annually.2. Repairs: Within 72 hours of identification and approval.

3. Work shall be performed during off-peak hours or overnight hours to minimize disruption.

E. Deliverables

1. Maintenance schedules and logs.

2. Annual summary of completed and recommended future work.

3. Safety compliance certifications (if applicable).

F. Contractor Responsibilities

1. Comply with all applicable OSHA, ADA, and local building codes;

2. Maintain site cleanliness and secure all work areas;

3. Provide qualified personnel and coordinate with facility management;

4. Dispose of waste materials in accordance with environmental regulations; and

5. Add in any license requirements

G. City Responsibilities

1. Provide site access and coordination support.

2. Issue work orders or authorizations for major repairs.

H. Performance Standards

EXHIBIT A
SCOPE OF WORK

1. All work must conform to current ACI (American Concrete Institute) and ICRI (International Concrete Repair Institute) standards or any other applicable standards;

2. Work shall be completed to a professional standard with minimal disruption to garage operations; and

3. Any deficiencies identified during warranty or follow-up inspections shall be corrected promptly at the contractor's expense.

I. Emergency Work

1. The Contractor shall provide an Emergency Contact to receive and respond to phone calls, e-mails and written work requests from the City as follows:

a. The Emergency Contact shall be available seven (7) days per week, including all hours outside of normal working hours, holidays, and weekends;

b. The Emergency Contact shall respond to the City's emergency notification within two (2) hours of being contracted via phone or email; and

c. Contractor shall immediately notify the City of any changes to the Emergency Contact such as a new phone number, email address, etc.

2. In the event of an emergency, where a potential safety hazard may exist, the City may request Emergency Mobilization which shall include, but not limited to, the following:

a. The Emergency Contact shall be available to meet with the City as needed within twenty-four (24) hours of being contacted via phone or email; and

b. Contractor must provide a written proposal within seventy-two (72) hours of meeting with the City.

c. The Contractor shall initiate repairs within a period not to exceed 72 hours from authorization of work by the City, unless a time extension is agreed upon with the City.

EXHIBIT B
FEE SCHEDULE

Restocon LLC			
Line Item	**Description**	**Unit of Measure**	**Unit Cost**
1	Routine Maintenance	Semi-Annual	$10,000.00
2	Structural Repairs	SF	$65.00
3	Waterproofing	SF	$5.00
4	Drainage Corrections	SF	$50.00
5	Labor Rates	Hourly	$25.00
6	Emergency Call Out	Hourly	$75.00

AGENDA ITEM NO. 7.a

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: August 12, 2026

SUBMITTED BY: Jamie Schindewolf, Planning & Community Development

ITEM TYPE: Resolution

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: **Quasi-Judicial:** RESOLUTION 26-56 - PUBLIC HEARING
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, GRANTING SPECIAL USE PERMIT PLN-SUP-26-0010 TO PERMIT A SIDEWALK CAFÉ WITH ALCOHOLIC BEVERAGE SALES FOR PROPERTY LOCATED AT 312 12TH STREET WEST, BRADENTON, FLORIDA (PARCEL ID NO. 3295600005), PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

SUGGESTED ACTION: Motion to either approve or deny Resolution 26-56. If the action is to approve, staff recommends the following stipulations:

1. The approved Resolution, including the approved site plan and conditions shall be on display and accessible on the Property during business hours.
2. Within thirty (30) days following the approval, the Property Owner shall execute an Indemnification Agreement in a form acceptable to the City.
3. Clear pedestrian access on the public sidewalk of no less than five (5) feet shall be maintained at all times in a way that neither seating nor tables affect the ingress/egress of travel, the safety or pedestrian and traffic circulation.
4. The property/business owner shall obtain all State

licenses permitting the sale of alcohol as part of the sidewalk café.

5. Any cleaning solution used to clean the sidewalk café area shall be approved by Bradenton Public Works.
6. Any future increase in seating for the sidewalk café area shall be approved by City Council.

Is this item Quasi-Judicial?
Yes

Does this item require a public hearing?
Yes

EXPLANATION:

Maquet Fanette (agent) of Au P'tit Bonheur (fka Merci Café) submitted a Special Use application requesting permission to allow a sidewalk café with alcoholic beverage sales at 312 12th Street West location.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by City Attorney Rudacille.

SUGGESTED MOTION:
Motion to either approve or deny Resolution 26-56 with the stipulations recommended by staff.

ATTACHMENTS:
Resolution 26-56
Staff Report
Application Materials

RESOLUTION 26-56

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, GRANTING SPECIAL USE PERMIT PLN-SUP-26-0010 TO PERMIT A SIDEWALK CAFÉ WITH ALCOHOLIC BEVERAGE SALES FOR PROPERTY LOCATED AT 312 12TH STREET WEST, BRADENTON, FLORIDA (PARCEL ID NO. 3295600005), PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF PRIOR RESOLUTIONS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Landmark 1896, LCC (the "Property Owner" or "Applicant") owns the property located at 312 12th Street West, Bradenton, Florida (Parcel ID No 3295600005), more particularly described in Exhibit "A" (the "Property"); and

WHEREAS, the City of Bradenton Comprehensive Plan's Future Land Use Map designates the Property as Urban Core (URBCORE); and

WHEREAS, the City of Bradenton Official Zoning Map classifies the Property under the (T5) Urban Center – Transect Zoning District; and

WHEREAS, the City of Bradenton Form Based Code, Table 4.7, identifies uses in the T5 transect zoning district; and

WHEREAS, the City of Bradenton Form Based Code, Table 4.7, identifies Café/Sidewalk Café with less than 20 seats as a permitted use in the T5 transect zoning district; but stipulates that City Council approval may be required per the Land Use Regulations; and

WHEREAS, the City of Bradenton Land Use Regulations, Section 4.3.11.4, states that alcoholic beverage sales served as part of any sidewalk café on public property shall require City Council approval; and

WHEREAS, the Property Owner, through its agent, Maquet Fanette, submitted an application for a Special Use Permit for a sidewalk café where alcoholic beverages will be served, as generally depicted on the Site Plan attached hereto as Exhibit "B"; and

WHEREAS, the Planning Commission held a noticed public hearing on July 15, 2026, at which the Commission received testimony and evidence from the applicant and City Planning staff; and

WHEREAS, the City Council held a noticed public hearing on August 19, 2026, at which the Council received testimony and evidence from City Planning staff and members of the public in attendance.

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 and the recommendation of the Planning Commission, the City Council hereby makes the following Findings of Fact and Conclusions of Law:

a. The Whereas clauses contained herein are hereby adopted as Findings of Fact.
b. The Property Owner is requesting approval of a Special Use Permit to operate a sidewalk café with alcoholic sales, as shown on the Site Plan attached hereto as Exhibit "B".
c. The City's professional staff determined that with the proposed stipulations, the project is consistent with the Comprehensive Plan and meets the criteria for approval under the Land Use Regulations.
d. The City's professional staff recommended stipulations to consider for an approval.
e. The Planning Commission, which is designated as the local planning agency, determined that with the proposed stipulations, the project is consistent with the Comprehensive Plan and meets the criteria for approval under the Land Use Regulations.
f. The Planning Commission recommended approval with stipulations.
g. The proposed use meets the review criteria in Section 3.3.2 of the City Code as follows:

    1. The tract of land is suitable for the type of use proposed by virtue of its location, topography, shape, and the nature of surrounding development. See 3.3.2.1.
    2. Access points are located so as to best suit the use and property. Wide spacing between access points and intersecting streets should be required when feasible. See 3.3.2.2.
    3. All buildings are located an adequate distance from property lines and streets. See 3.3.2.3.
    4. Permanent screening, such as walls, fences, hedges, and other barriers, are not needed to protect surrounding properties from view of the premises or noises from the use. See 3.3.2.4.
    5. Adequate ingress and egress is provided to property and proposed structures with particular regard for automobiles and pedestrian safety and convenience, traffic generation, flow and control and emergency access. See 3.3.2.5.

6. Location and design of off-street parking and loading areas in regard to the items in "a." above and the smoke, noise, glare, dust, vibrations, fumes, pollution and other effects of the use on adjoining properties is adequate for the proposed use. See 3.3.2.5.
7. Location and design of refuse and service areas are sufficient in regard to availability, adequacy and effect upon surrounding properties. See 3.3.2.5.
8. Utilities, in regard to location, availability, adequacy and compatibility with surrounding properties are provided. See 3.3.2.5.
9. Screening, buffering or separation of any nuisance or hazardous feature of the use are not needed for the proposed use. See 3.3.2.5.
10. Proposed signs and exterior lighting are adequate with reference to glare, traffic safety and compatibility and harmony with surrounding properties. See 3.3.2.5.
11. Effect upon the value of surrounding properties; the use will not hinder the development of nearby vacant properties or adversely affect their economic value. See 3.3.2.5.
12. The land and/or building which are to be used are adequate for the proposed use. See 3.3.2.5.
13. The proposed use is compatible and appropriate with adjacent properties and other property in the district with special consideration given to the proposed hours of operation. See 3.3.2.5.
14. The proposed use will not affect the environmental quality of the district. See 3.3.2.5.
15. The proposed use is consistent with the City's comprehensive plan. See 3.3.2.5.

Section 2. Permit. Based upon the foregoing, a Special Use Permit is hereby approved and issued for the Property, to allow for a sidewalk café with alcoholic sales for a maximum of three (3) tables and eight (8) chairs, as generally shown on the Site Plan attached hereto as Exhibit "B", subject to the following stipulations:

a. The approved Resolution, including the approved site plan and conditions shall be on display and accessible on the Property during business hours.
b. Within thirty (30) days following the approval, the Property Owner shall execute an Indemnification Agreement in a form acceptable to the City.
c. Clear pedestrian access on the public sidewalk of no less than five (5) feet shall be maintained at all times in a way that neither seating nor tables affect the ingress/egress of travel, the safety or pedestrian and traffic circulation.
d. The property/business owner shall obtain all State licenses permitting the sale of alcohol as part of the sidewalk café.

e. Any cleaning solution used to clean the sidewalk café area shall be approved by Bradenton Public Works.
f. Any future increase in seating for the sidewalk café area shall be approved by City Council.

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. Conflict. All prior resolutions in conflict with this Resolution are hereby repealed to the extent of such conflict.

Section 6. Effective Date. This Resolution shall be effective upon adoption.

ORDERED ON BEHALF OF THE CITY OF BRADENTON THIS 12th DAY OF AUGUST, 2026.

THE CITY OF BRADENTON, BY AND THROUGH THE CITY COUNCIL OF THE CITY OF BRADENTON

ATTEST:

_____ _____

Tamara Melton
CITY CLERK

Gene Brown
MAYOR

APPROVED AS TO FORM:

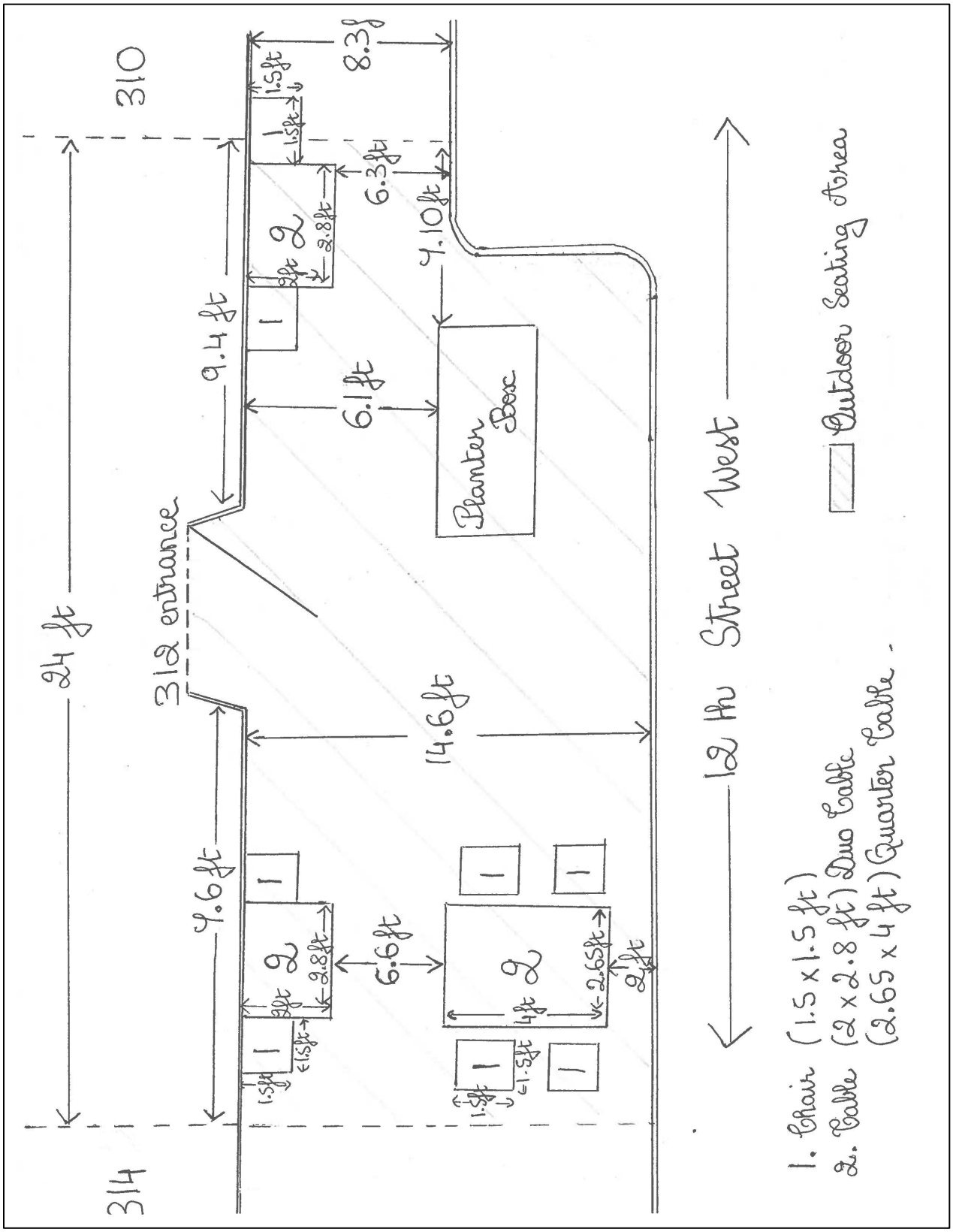
_____
Scott Rudacille
CITY ATTORNEY

EXHIBIT "A"

Parcel 3295600005:

LOT 17 & A STRIP 1/2 CH WIDE W OF & ADJACENT TO LOT 17 EXCEPTING ANY PART THEREOF WHICH MAY NOW BE IN USE FOR STREET PURPOSES TURNER PLAT

EXHIBIT "B"


310
312 entrance
314
24 ft
8.3 ft
6.3 ft
7.10 ft
9.4 ft
6.1 ft
14.6 ft
9.6 ft
6.6 ft
Planter Box
12 th Street West
Outdoor Seating Area
1. Chair (1.5 x 1.5 ft)
2. Table (2 x 2.8 ft) Duo Table
(2.65 x 4 ft) Quarter Table.

City of Bradenton
Planning and Community Development Department
City Council Public Hearing
August 12, 2026

Staff Report

Case Number: PLN-SUP-26-0010
Res. Number: 26-56
Applicant: Maquet Fanette (agent)
Owner: Landmark 1896, LLC
Address: 312 12th Street West
Parcel ID No: 3295600005
Current Zoning: T5 (Urban Center – Transect District)
Future Land Use: URBCORE (Urban Core)
Flood Zone: X

Surrounding Property Zoning:

Current Zoning: North: T5 (Urban Center – Transect District)
South: T5 (Urban Center – Transect District)
East: T5 (Urban Center – Transect District)
West: T5 (Urban Center – Transect District)

Future Land Use: North: URBCORE (Urban Core)
South: URBCORE (Urban Core)
East: URBCORE (Urban Core)
West: URBCORE (Urban Core)

Maquet Fanette (agent) of Au P'tit Bonheur (FKA Merci Café) submitted a Special Use application requesting permission to allow a sidewalk café with alcoholic beverage sales at 312 12th Street West.

Au P'tit Bonheur is a new business located downtown. Per Section 4.3.11.4 of the Land Use Regulations, City Council approval is required for sidewalk cafés located on public property.

According to the submitted application materials, the proposed café area will be located on the sidewalk along 12th Street West. Following is a summary of the request:

- Area size: approximately 24 feet by 15 feet
- Number of Tables: 3 tables.
- Number of Chairs: 8 chairs.
- Bussing and Hostess Stations: No.

- Table Umbrellas: No.
- Traversable Area: 5’ (minimum width)

There are no Fire Department Connections (FDC) within the proposed café area.

The subject property is in the T5 Urban Center Transect Zoning District. According to Table 4.7 of the Form Based Code (FBC), Café/Sidewalk Cafés with less than 20 seats are a permitted use. City Council approval may be required if there is the sale of Alcoholic beverages, per footnote #1 and Section 4.3.11.4 of the Land Use Regulations (LUR).

Table 4.7: Specific Function & Use.

	T3	T4-R	T4-O	T5	T6	SD
Special Events		SU	SU	SU	SU	P
Retail Building			P	P	P	SU
Display Gallery			P	P	P	SU
Restaurant			P	P	P	SU
Kiosk			P	P	P	SU
Cafe/Sidewalk Cafe<20 seats[1]			P	P	P	P

1. City Council approval may be required. Refer to Sections 2.2.9 and 4.3.1 for alcoholic beverage sales and approval requirements.

FORM BASED CODE REGULATIONS:

12.1.d.vi *Sidewalk café.* An area where food or beverage is served from an adjacent café or restaurant to patrons seated at tables located within the sidewalk area adjacent to the café or restaurant.

COMPREHENSIVE PLAN:

Design Element:

Policy 1.1.1 Design Standards, Public Streets, Buildings/Architecture, Open Space, and the Public Realm

The City shall consider inclusion of additional requirements for enhancements in the Land Development Regulations. Standards for enhancements to be considered include the following:

Public Streets

Public Streets should provide the primary vehicle and pedestrian circulation infrastructure for the City. Public and private development should use the existing street grid as a framework and should expand the public street network as necessary to provide connectivity between new and older development. Development of new and extended streets should generally be kept in scale with the existing street network found along Bradenton's waterfront including the Downtown and Old Manatee Village areas.

2. Sidewalks are important to defining streets as civic places. Sidewalks should be provided along both sides of all streets and should be wide enough to accommodate visiting and residential pedestrians comfortably and safely. The pedestrian environment should be further enhanced through the use of fixed street furniture, compatible and consistent lighting, and landscaping. Sidewalk cafes, temporary art installations, and seasonal lighting are encouraged along public sidewalks as a means to encourage the year-round activity.

Policy 1.2.5 Sidewalk Design

The City shall require sidewalks to have a minimum clear width of five feet wide.

Private Property Rights Element

Policy 1 Statement of Rights

The following rights shall be considered in local decision making**:**

1. The right of a property owner to physically possess and control his or her interests in the property, including easements, leases, or mineral rights.
2. The right of a property owner to use, maintain, develop, and improve his or her property for personal use or the use of any other person, subject to state law and local ordinances.
3. The right of the property owner to privacy and to exclude others from the property to protect the owner's possession and property.
4. The right of a property owner to dispose of his or her property through sale or gift.

LAND USE REGULATIONS:

2.2.10 *Alcoholic beverage sale approval*. Administrative approval is allowable for all complete alcoholic beverage state license applications, except events proposed to be held on public property or requiring public services. The PCD director may require city council approval of certain alcoholic beverage license applications to protect the public interest. Certain uses associated with alcoholic beverage licensing may require discretionary review pursuant to schedule 3.2.1.2. and shall comply with subsection 2.2.9.

2.2.10.1 Application. The application (paper or electronic media in a PDF format) must indicate the type of state license the business is to operate under, and be accompanied by a site plan showing all churches, day care facilities and schools within a 1,000-foot radius of the subject property boundary, as well as other information that may be required by the PCD director to sufficiently review the application per subsection 4.3.1. The application fee is set forth in appendix A.

2.2.10.2 Public notice. When required, public notice shall be given as per subsection 2.3.1.

2.2.10.3 Review and approval. The application shall be reviewed using the criteria in subsection 4.3 pursuant to schedule 2.3. Upon the granting of approval by city council, or if administrative approval is authorized, the PCD director shall sign the state alcoholic beverage vending license application.

3.3 Special Use Permits.
Land uses requiring special use permits are those which have the potential of disturbing other land uses in the zoning district. Because they are not necessarily compatible with land uses in the zone in which they are allowed, they require discretionary review. Special uses are permitted only if in the specific instance the use will be compatible with surrounding uses or can be made compatible through limitations of their operation or enhancements of the site development design. The special use permit makes the stipulations of approval mandatory. The special use permit is valid for the property on which it is issued for as long as the conditions are met, unless the approval stipulates otherwise. Schedules 3.2.1.1 (residential), and 3.2.1.2 (non-residential) indicate what uses require special use permits in various zones. See section 2.2.4 for the application procedure.

4.3.1 *Alcoholic beverage sale approval.* The following are the criteria for review and approval of an application for alcoholic beverage sales (see section 2.2.9 for application requirements).

4.3.1.1 Approval shall not be granted for a site in a residential land use atlas district.

4.3.1.2 Approval shall not be granted on any site within 300 feet of any place of worship, day care center, or public or private elementary, middle, or high school. In accordance with F.S. § 562.45(2a) establishments licensed after July 1, 1999, or restaurants not meeting the 51 percent rule shall not be located within 500 feet of any such school. Such distance shall be measured from the main entrance of the applicant establishment, along the shortest route of pedestrian travel, to the main entrance of the principal building of the place of worship or day care center, or to the nearest point on the school grounds.

4.3.1.3 Approval shall not be granted if the sale of alcoholic beverages is found to be incompatible with surrounding land uses.

4.3.1.4 Reasonable stipulations may be attached to an approval for the purpose of rendering the use compatible with surrounding land use. Stipulations may include, but are not limited to, restrictions on the hours of operation and the addition of buffer strips.

4.3.11 Sidewalk *café.* The sidewalk café provides for outdoor seating in conjunction with a restaurant or drinking establishment and is permitted in accordance with schedule 3.2.1.2 upon approval of a certificate of use or special use permit, and subject to the following restrictions:

4.3.11.1 *Seating area.* The number of outdoor seats and tables shall be limited to that number that can be reasonably accommodated according to the available widths of the associated storefront and sidewalk. Adjacent sidewalk bulb-out areas, even if not located directly in front of the associated storefront, may be considered on an individual basis, when the affected storefront owner does not object. Clear pedestrian access shall be maintained at all times, and no seating or tables shall interfere with ingress/egress of buildings or create an unsafe situation with street traffic. The sidewalk café owner/operator shall remove from the sidewalk and place out of public view any seating or tables when the business is closed, or when an authorized agent of the city makes such a request.

4.3.11.2 *Maintenance.* Public sidewalk approved as part of any sidewalk café shall be properly maintained for safety and cleanliness by the sidewalk café owner/operator on a daily basis. Litter, dirt, grime, grease, and food shall not be permitted to accumulate at any time.

4.3.11.3 *Assurance.* An indemnity agreement, provided by the PCD director shall be signed and provided by the sidewalk café owner/operator, along with proof of public liability insurance as approved by the city attorney.

4.3.11.4 *[Alcoholic beverages.]* Alcoholic beverages served as part of any sidewalk café on public property shall require city council approval, pursuant to subsections 2.2.9 and 4.3.1. and F.S. chapters 561 and 562. City council reserves the right to limit the number of sidewalk cafes providing alcoholic beverage service.

Compliance Overview with Land Use Regulations

Land uses requiring Special Use Permits are those which have the potential of disturbing other land uses in the zoning district. Because they are not necessarily compatible with land uses in the zone in which they are allowed, they require discretionary review. Special uses are permitted only if the use will be compatible with surrounding uses or can be made compatible through limitations of their operation or enhancements of the site development design. The Special Use Permit makes the stipulations of approval mandatory. The Special Use Permit is valid for the property on which it is issued for as long as the conditions are met, unless the approval stipulates otherwise.

The following is a list of required Land Use Regulations subject to review for Special Use Permits:

GENERAL STANDARDS (LAND USE REGULATIONS):

3.3.1 *General standards.* All special uses shall comply at minimum with the following standards. Additional requirements may be made by city council to ensure compatibility of uses.

3.3.1.1 All special uses shall be subject to the general regulations of these LURs for single lot development, structures, lots, yards and vehicular use areas as well as the specific dimensional regulations for lots and structures for the zoning district in which the special use is proposed.

3.3.1.2 A landscaped separation strip of at least ten feet in width shall be provided along all property lines and along all streets serving the premises, except at approved access points.

3.3.1.3 If the use is listed as a specific use in section 4.3, the standards of that section must be met.

REVIEW CRITERIA (LAND USE REGULATIONS):

3.3.2 *Review criteria.* All special uses shall comply with and be reviewed using the following criteria to determine whether to allow the use at the proposed location and to determine appropriate conditions to the use.

3.3.2.1 The tract of land must be suitable for the type of use proposed by virtue of its location, topography, shape and the nature of surrounding development.

Staff Response: It appears that the proposed use of a sidewalk café is suitable for the subject locations.

3.3.2.2 Access points must be located so as to best suit the use and property. Wide spacing between access points and intersecting streets should be required when feasible.

Staff Response: It appears that access points will not be negatively impacted by the proposed use.

3.3.2.3 All buildings shall be located an adequate distance from property lines and streets. Setbacks in excess of those required for the specific zone may be required to lessen the effect of the use on neighboring properties.

Staff Response: No new buildings will be constructed as part of the proposed use.

3.3.2.4 Permanent screening, such as walls, fences, hedges, and other barriers, may be required to protect surrounding properties from view of the premises or noises from the use. The minimum height and other parameters of such screening may be specified.

Staff Response: Requirement cannot be met due to the existing built environment.

3.3.2.5 The following shall be considered and cited as reasons for approval or denial of the application:

a. Adequacy of ingress and egress to property and proposed structures with particular regard for automobiles and pedestrian safety and convenience, traffic generation, flow and control and emergency access.

   Staff Response: No new ingress and egress points are being proposed as part of the subject request. The applicant is also proposing a minimum of no less than 5' of traversable space on the public sidewalk.

b. Location and design of off-street parking and loading areas in regard to the items in "a." above and the smoke, noise, glare, dust, vibrations, fumes, pollution, and other effects of the use on adjoining properties.

   Staff Response: It appears that the subject request will not have any negative impacts on adjacent properties as far as smoke, glare, dust, vibrations, fumes, and pollution.

c. Location and design of refuse and service areas in regard to availability, adequacy, and effect upon surrounding properties.

   Staff Response: It appears that the subject request will not affect the location and design of existing refuse and service areas.

d. Utilities, in regard to location, availability, adequacy and compatibility with surrounding properties.

   Staff Response: It appears that the subject request will not affect or impact existing utilities.

e. Screening, buffering or separation of any nuisance or hazardous feature of the use.

   Staff Response: No screening, buffering or separation are being proposed as the area is a built environment.

f. Proposed signs and exterior lighting with reference to glare, traffic safety and compatibility and harmony with surrounding properties.

Staff Response: No new lighting or signage is being proposed as part of the subject requests. Should any lighting or signage be installed in the future, it shall be in accordance with the City of Bradenton's requirements.

g. Effect upon the value of surrounding properties; the use shall not hinder the development of nearby vacant properties or adversely affect their economic value.

Staff Response: It appears that the subject request will not adversely affect the economic value of surrounding properties.

h. Adequacy of land and/or building which are to be used.

Staff Response: It appears that the area is adequate in size for the subject request. The subject request is to ensure compliance to the Form Based Code and Land Use Regulations.

i. General compatibility or appropriateness with adjacent properties and other property in the district with special consideration given to the proposed hours of operation.

Staff Response: It appears that the proposed request is appropriate for the subject property and district.

j. Environmental quality of the district in which the use is proposed and the effect the special use permit might have on such quality.

Staff Response: It appears that there will be no negative impacts to the existing environmental quality of the district as a result of the subject request.

k. Consistency with the city's comprehensive plan.

Staff Response: It appears that the proposed sidewalk café is consistent with the Comprehensive Plan as the Comprehensive Plan encourages walkability and non-auto-oriented uses.

STAFF COMMENTS:

1. City Council is encouraged to evaluate the request based on the provided criteria, as well as input from staff, the applicant, and the public.

2. It is in staff's opinion that the request is found to be consistent with the intent of Section 3.3.2.5 of the Land Use Regulations and the Design Element of the Comprehensive Plan.
3. On July 15, 2026, Planning Commission voted 5-0 to recommend approval.

If City Council votes to approve the subject request, staff recommends that the following stipulations be applied to the approval:

a. The approved Resolution, including the approved site plan and conditions shall be on display and accessible on the Property during business hours.
b. Within 30 days following the approval, the Property Owner shall execute an Indemnification Agreement in a form acceptable to the City.
c. Clear pedestrian access on the public sidewalk of no less than 5' shall be maintained at all times in a way that neither seating nor tables affect the ingress/egress of travel, the safety or pedestrian and traffic circulation.
d. The property/business owner shall obtain all State licenses permitting the sale of alcohol as part of the sidewalk café.
e. Any cleaning solution used to clean the sidewalk café area shall be approved by the Bradenton Public Works.
f. Any future increase in seating for the sidewalk café area shall be approved by City Council.

Respectfully submitted,



Jamie Schindewolf
Senior Planner

EXHIBITS:

EXHIBIT "A": Location Map
EXHIBIT "B": Future Land Use Map
EXHIBIT "C": Zoning Map
EXHIBIT "D": Proposed Overall Project Site Layout

EXHIBIT "A"
Location Map

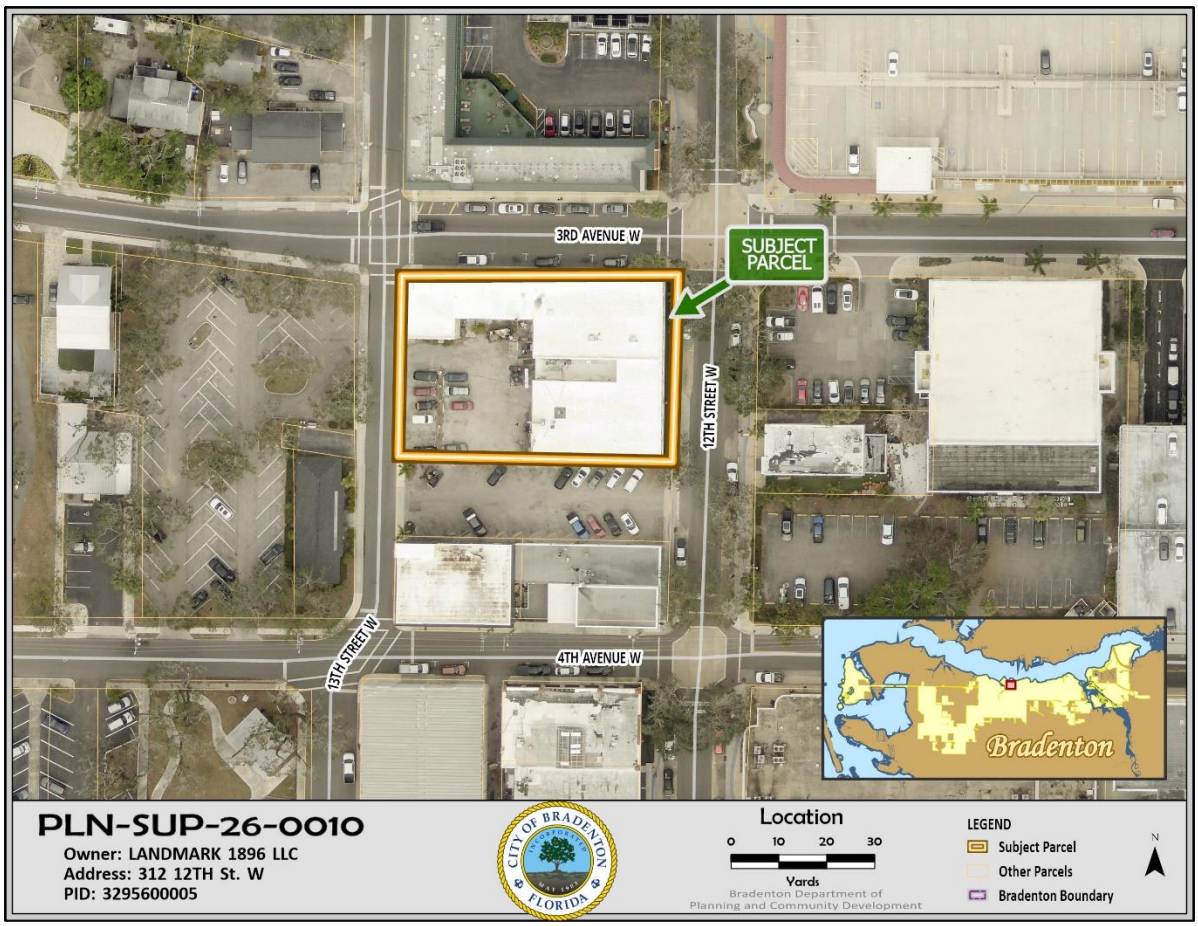


EXHIBIT "B"
Future Land Use Map

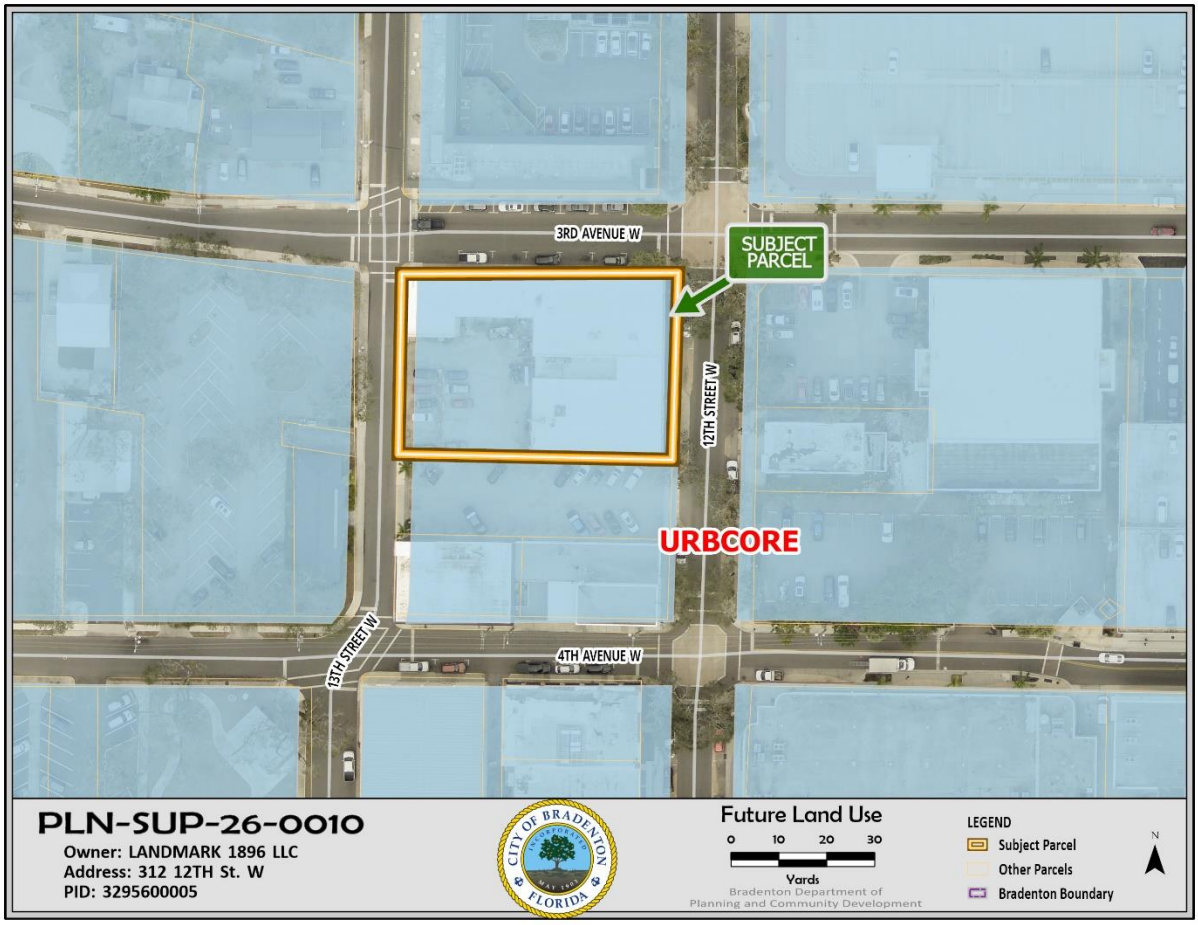


EXHIBIT "C"
Zoning Map

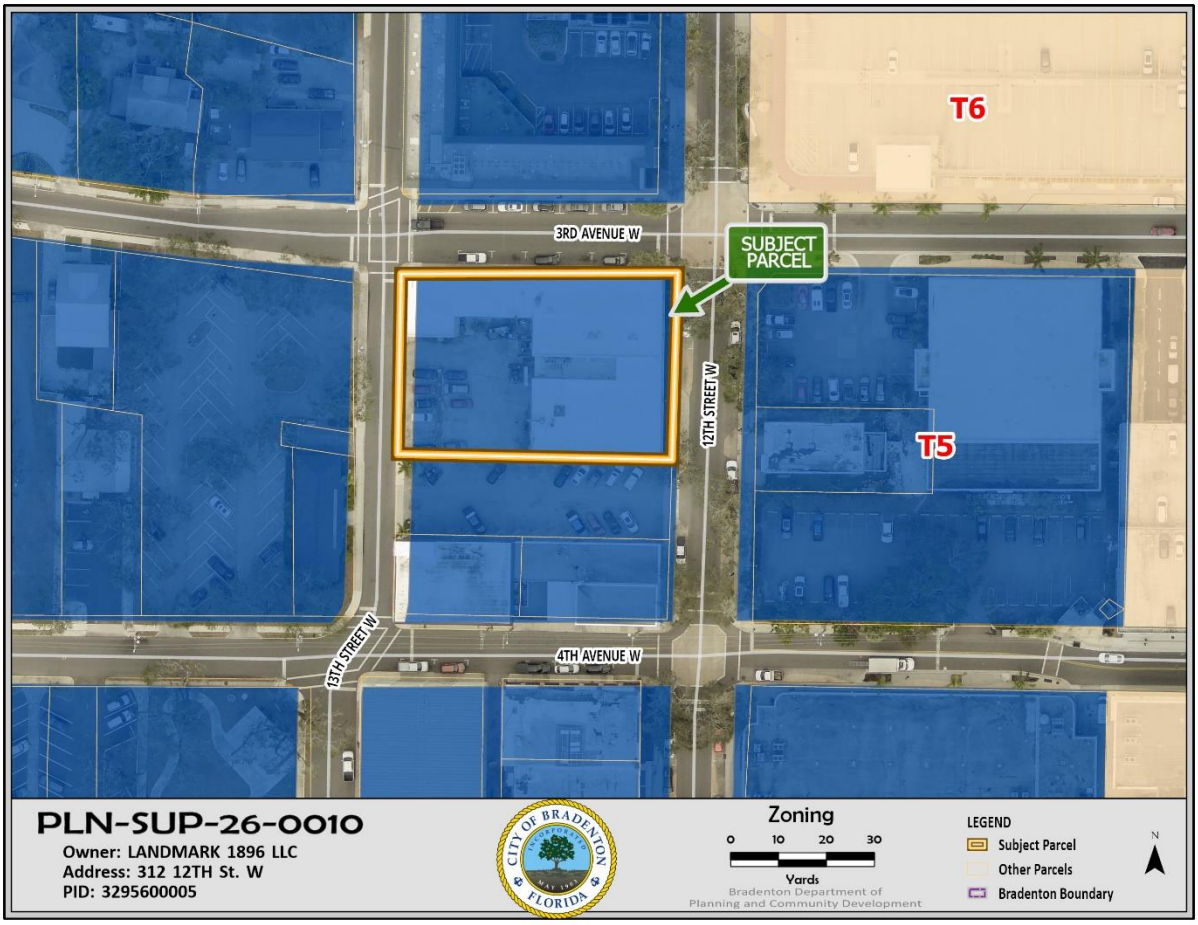
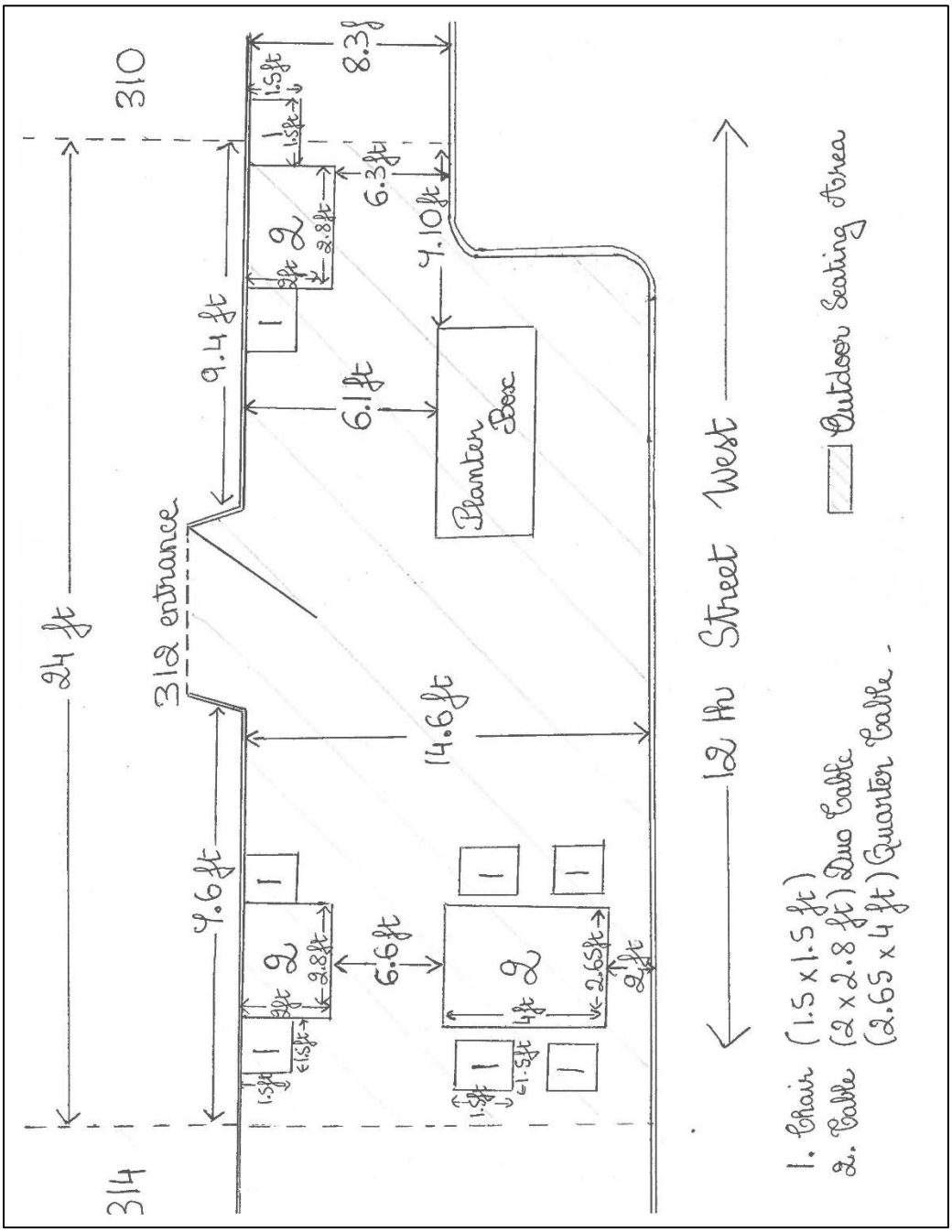
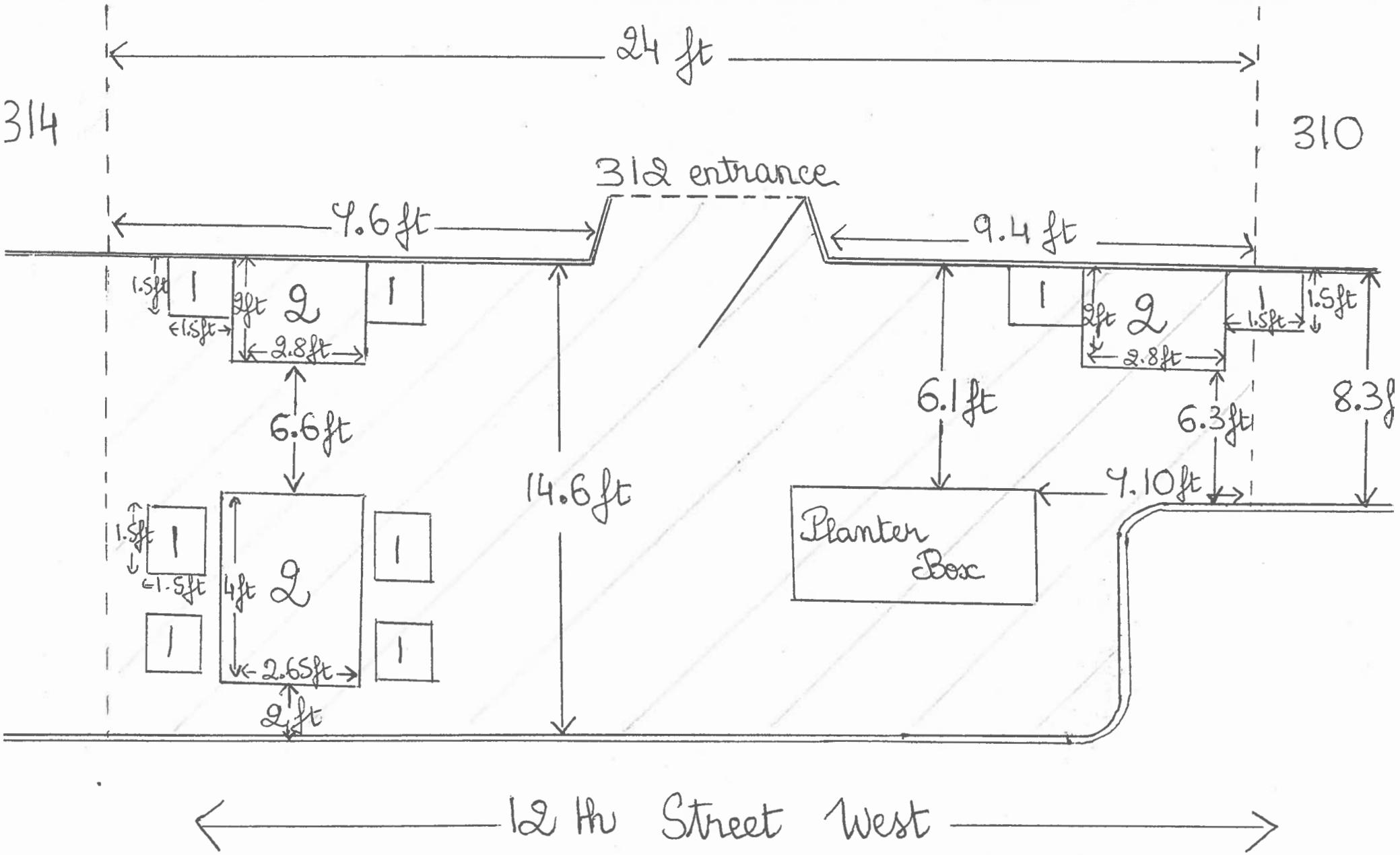


EXHIBIT "D"
Proposed Project Site Layout





1. Chair (1.5 x 1.5 ft)
2. Table (2 x 2.8 ft) Duo Table
   (2.65 x 4 ft) Quarter Table.

Outdoor Seating Area

Agent Authorization Form

Department of Planning & Community Development
101 Old Main Street, Bradenton, FL 34205
Ph: (941) 932-9400
www.cityofbradenton.com

bradenton
The Friendly City

PLANNING & ZONING AGENT AUTHORIZATION FORM

Property Address: 312 12th St. W. 34205

I, MARY LOU THOMEY, the registered property owner(s) of the above noted property, do hereby authorize

MAQUET FANETTE — Print Name of Agent
MAQ & DREAM LLC — Company Name

to act on my behalf and take all actions necessary for the processing, issuance and acceptance of this permit or certification and any and all standards and conditions applicable.

AGENT AUTHORIZATION — REQUIRED

Mary D Thomey — Signature of Owner(s)
312 12th St. W 34205 — Owner(s) Address (if different than property above)

Signature of Agent
(561)592-8956 312 12th Street West-Bradenton 34205 — Agent Address and Phone

STATE OF FLORIDA, MANATEE COUNTY

The Foregoing instrument was acknowledged before me by means of ✓ physical presence or online notarization, this 2nd day of June, produced Fl. License Thomey Mary Lou Deniaud Fanette Andree respectively, as identification and who did (did not) take an oath:

NOTARY — REQUIRED

Cheri Fugate-Fowler
Signature

Cheri Fugate-Fowler, Notary Public
Print Name

CHERI FUGATE-FOWLER
MY COMMISSION # HH 744892
EXPIRES: March 30, 2030

State of Florida
My Commission Expires: 3-30-2030

AGENDA ITEM NO. 7.b

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: August 12, 2026

SUBMITTED BY: Jake Arjona, Planning & Community Development

ITEM TYPE: Ordinance

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: ORDINANCE 4080 - FIRST READING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, VACATING A PLATTED 20-FOOT ALLEY AS SHOWN ON THE PLAT OF HINES ADDITION TO BRADENTOWN, FLORIDA, RECORDED IN PLAT BOOK 1, PAGE 215A, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED HEREIN, LYING GENERALLY EAST OF 9TH STREET WEST AND SOUTH OF 13TH AVENUE WEST; PROVIDING FOR RECORDATION IN THE OFFICIAL RECORDS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

SUGGESTED ACTION: No action is required at first reading. The second reading and public hearing are scheduled for August 26, 2026.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City of Bradenton, the applicant/owner, has submitted an application to vacate a 20-foot platted alley generally located southeast of the intersection of 9th Street West and 13th Avenue West. The proposed vacation is approximately 8,252 sq. ft. or 0.189 acres in size. The subject alley has been inactive and closed to public use for more than sixty years, and does not have any utility services within

it as it runs under a storage building located in the City of Bradenton's Public Works & Utilities existing campus, which is also in the process of relocation.

On July 15, 2026, the City of Bradenton Planning Commission voted 7-0 in favor of recommending approval.

FINANCIAL IMPACT:
N/A

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

SUGGESTED MOTION:
No action is required at first reading. The second reading and public hearing are scheduled for August 26, 2026.

ATTACHMENTS:
Ordinance 4080
Staff Report
Application Materials
Presentation

ORDINANCE 4080

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, VACATING A PLATTED 20-FOOT ALLEY AS SHOWN ON THE PLAT OF HINES ADDITION TO BRADENTOWN, FLORIDA, RECORDED IN PLAT BOOK 1, PAGE 215A, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED HEREIN, LYING GENERALLY EAST OF 9TH STREET WEST AND SOUTH OF 13TH AVENUE WEST; PROVIDING FOR RECORDATION IN THE OFFICIAL RECORDS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF ORDINANCES IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2 of the Florida Constitution provides that municipalities shall have governmental, corporate and proprietary powers to enable municipalities to conduct municipal government, perform municipal functions, and render municipal services; and

WHEREAS, Chapter 166, Florida Statutes, the "Municipal Home Rule Powers Act," implements the applicable provisions of the Florida Constitution and authorizes municipalities to exercise any power for municipal purposes; except when expressly prohibited by law and to enact ordinances in furtherance thereof; and

WHEREAS, the City of Bradenton (the "Applicant" or "Property Owner"), owns property located 1511 9th Street West, Bradenton, FL 34205, and more particularly described in Exhibit A attached hereto (the "Property"); and

WHEREAS, the Applicant filed an application to vacate a platted 20 foot wide alley, as legally described in Exhibit B attached hereto (the "Alley"); and

WHEREAS, the Applicant owns all of the property adjacent to the Alley proposed for vacation; and

WHEREAS, all things necessary and required by law have occurred for the vacation of the Alley; and

WHEREAS, the City Council has reviewed the request for vacation of the Alley and finds that it meets the criteria established in Section 2.2.7 of the City's Land Use Regulations; and

WHEREAS, the City Council finds that the vacation of the Alley is consistent with the City of Bradenton Comprehensive Plan, that it will not

compromise the public interest nor will it prevent any property from having access to a public right-of-way, and that it will not substantially reduce the market value of abutting property; and

WHEREAS, the City Council has determined said Alley is no longer necessary for public purposes and that vacation thereof is deemed to be in the best interest of the public.

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

Section 1. Findings of Fact. The foregoing whereas clauses are hereby adopted as findings of fact.

Section 2. Vacated Alley. The City Council for the City of Bradenton, Florida, pursuant to due and proper petition and application and other procedures as required by law and the rules and regulations of this Council for vacating the following described Alley having been accomplished, does hereby vacate, close and abandon that Alley which is described and illustrated on Exhibit "B" attached hereto and incorporated herein by reference.

Section 3. Recordation. Upon adoption, the City Clerk shall ensure that this Ordinance is recorded in the Official Records of Manatee County, Florida.

Section 4. Repeal of Ordinances in Conflict. This Ordinance hereby repeals all ordinances, or parts thereof, in conflict herewith to the extent of such conflict.

Section 5. Severability. If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

Section 6. Effective Date. This Ordinance shall take effect as provided by law.

FIRST READING	August 12, 2026
PUBLICATION DATE	August 16, 2026
SECOND READING	August 26, 2026

PASSED AND DULY ADOPTED, BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, with a quorum present and voting, this 26th day of August, 2026.

CITY OF BRADENTON, FLORIDA

ATTEST:

Tamara Melton
CITY CLERK

Gene Brown
MAYOR

APPROVED AS TO FORM:

Scott Rudacille
CITY ATTORNEY

EXHIBIT "A"

PID #4341600007 (Now or formerly)
Lots 12, HINE ADDTION TO BRADENTOWN, FLA, recorded in Plat Book 1, Page 215A, of the Public Records of Manatee County, Florida.

PID #4341700005 (Now or formerly)
Lots 13 and 14, HINE ADDTION TO BRADENTOWN, FLA, recorded in Plat Book 1, Page 215A, of the Public Records of Manatee County, Florida.

PID #4342300003 (Now or formerly)
Lots 27, 28, 29, 30 and 31, HINE ADDTION TO BRADENTOWN, FLA, recorded in Plat Book 1, Page 215A, of the Public Records of Manatee County, Florida.

PID #4342800002 (Now or formerly)
BEGIN 30 feet East and 208 feet South of the Southwest Corner of the Southwest 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section 35, Township 34 South, Range 17 East; thence South, a distance of 195 feet; thence East, a distance of 385 feet; thence North, a distance of 195 feet; thence West, a distance of 385 feet to the POINT OF BEGINNING.

PID #4342500079 (Now or formerly)
The South 1/2 of Northeast 1/4 of Section 35, Township 34 South, Range 17 East.

LESS 2 acres in Northwest Corner, 69-1/3 yards North and South by 138-2/3 yards East and West.

LESS a tract BEGINNING 15 feet East and 402 feet South of the Northwest corner of Southwest 1/4 of the Northeast 1/4 of Section 35, Township 34 South, Range 17 East; 190 feet North and South by 400 feet East and West and

LESS a tract across the South end of the Southwest 1/4 of the Northeast 1/4 of Section 35, Township 34 South, Range 17 East, 69 2/3 yards wide and

LESS 1.1 acres to the South of the railroad and ALSO, land described in Deed Book 289, Page 497, of the Public Records of Manatee County, Florida.

LESS Deed Book 391, Page 399, of the Public Records of Manatee County, Florida.

LESS road right-of-way for U.S. Highway 301 described in Official Records Book 948, Page 12, of the Public Records of Manatee County, Florida also

LESS Deed Book 158, Page 506 of the Public Records of Manatee County, Florida, described as follows: BEGIN 30 feet East and 208 feet South of the Southwest corner of Southwest 1/4 of the Northwest 1/4 of the Northeast 1/4 of Section 35, Township 34 South, Range 17 East; thence South, a distance of 195 feet; thence East, a distance of 385 feet; thence North, a distance of 195 feet; thence west, a distance of 385 feet to the POINT OF BEGINNING;

TOGETHER WITH Deed Book 396, Page 387 of the Public Records of Manatee County, Florida, described as follows: BEGIN at a point found by measuring from the Northwest corner of the Southeast 1/4 of the Northeast 1/4 of Section 35, Township 34 South, Range 17 East; thence go S 89° 50' 20" W, a distance of

165.09 feet; thence S 00° 14' 20" W, a distance of 58.1 feet; thence East along the North line of existing low rent housing project Fla. 23-1 and such line extended a distance of 695.22 feet to the above mentioned POINT OF BEGINNING; thence continue East along said North line extended a distance of 89.22 feet to the southerly right-of-way line of Atlantic Coast Line Railroad; thence S 53° 18' 20" E, along the said southerly right-of-way line, a distance of 56.40 feet; thence S 00° 14' 20" W, a distance of 72.73 feet; thence N 51° 37' 30" W, a distance of 173.69 feet to the aforementioned POINT OF BEGINNING.

LESS Official Records Book 1626, Page 3684, of the Public Records of Manatee County, Florida, described as follows: BEGIN at the intersection of the Southwesterly right-of-way line of the Atlantic Coast Line Railroad and the westerly right-of-way line of State Road 683 (U.S. Highway 301 Section 13120-2506); thence along said westerly right-of-way line the following three (3) courses: (1) S 02° 11' 47" W, a distance of 26.79 feet to the point of curve of a curve to the right, having a radius of 5717.58 feet; (2) thence along the arc of said curve in a Southerly direction a distance of 317.71 feet, through a central angle of 03° 11' 01" to the point of tangent of said curve; (3) thence S 05° 22' 49" W, a distance of 78.09 feet to an intersection with the North line of that certain parcel of land leased by the City of Bradenton to the Department of Public Safety of the State of Florida; thence along the North and West outline of said parcel the following two (2) courses; (1) N 89° 13' 18" W, a distance of 257.77 feet; (2) S 00° 17' 15" W, a distance of 303.68 feet to an intersection with the North right-of-way line of 17th Avenue West; thence along the said North right-of-way line the following two (2) courses: (1) N 89° 11' 34" W, a distance of 207.53 feet to a point of curve of a curve to the left having a radius of 2897.79 feet; (2) along the arc of said curve to the left in a westerly direction, a distance of 250.96 feet, through a central angle of 04° 57' 43" to an intersection with the East right-of-way line of 3rd Street West; thence along said East right-of-way line, N 00° 34' 13" E a distance of 1209.47 feet to an intersection with the North line of that certain of land as described in Official Records Book 391, Page 399, of the Public Records of Manatee County, Florida; thence along the said North line, S 89° 29' 19" E, a distance of 87.42 feet to an intersection with said Southwesterly right-of-way line; thence S 53° 17' 46" E, along said Southwesterly right-of-way line a distance of 807.56 feet to the POINT OF BEGINNING.

TOGETHER WITH: (Parcel A) BEGIN at the intersection of the North line of said parcel and the Southwesterly right-of-way line of the Atlantic Coast Line Railroad; thence S 53° 17' 46" E, along said Southwesterly right-of-way line, a distance of 40.34 feet; thence S 00° 34' 13" W, along the East line of said parcel, a distance of 931.92 feet; thence N 89° 29' 19" W, along the South line of said parcel, a distance of 120 feet; thence N 00° 34' 13" E, along the East right-of-way line of 3rd Street West a distance of 955.74 feet to an intersection with the said North line; thence S 89° 29' 19" E, a distance of 87.42 feet to the POINT OF BEGINNING.

LESS that part of Parcel "A" lying South of Deed Book 396, Page 387, of the Public Records of Manatee County, Florida, described as follows: BEGIN at a point found by measuring from the Northwest corner of the Southeast 1/4 of the Northeast 1/4 of Section 35, Township 34 South, Range 17 East; thence go S 89° 50' 20" W, a distance of 165.09 feet; thence S 00° 14' 20" W, a distance of 58.1 feet; thence East along the North line of the existing low rent housing project Fla. 23-1 and such line extended a distance of 695.22 feet to the above mentioned POINT OF BEGINNING; thence continue East along said North line extended, a distance of 89.22 feet to the Southerly right-of-way line of Atlantic Coast Line Railroad;

thence S 53° 18' 20" E, along said Southerly right-of-way line, a distance of 56.40 feet; thence S 00° 14' 20" W, a distance of 72.73 feet; thence N 51° 37' 30" W, a distance of 173.69 feet to the aforementioned POINT OF BEGINNING.; also

LESS the following described parcel: COMMENCE at the point of intersection of the Southerly extension of the East right-of-way line of 9th Street West & the South line of the Southwest 1/4 of the Northeast 1/4 of Section 35 Township 34 South, Range 17 East, thence N 00° 15' 46" W, along said Southerly extension of the East right-of-way line, a distance of 13.33 feet to the point of intersection of said East right-of-way line & the North right-of-way line of 17th Avenue West; thence continue N 00° 15' 46" W, along said East right-of-way line, a distance of 109 feet for a POINT OF BEGINNING; thence continue N 00° 15' 46" W, along said East line, a distance of 548.37 feet; thence S 89° 50' 14" E, a distance of 310.04 feet; thence S 73° 38' 53" E, a distance of 96.88 feet; thence S 45° 24' 27" E, a distance of 50.13 feet; thence S 15° 49' 15" E, a distance of 110.81 feet; thence S 00° 04' 49" W, a distance of 211.94 feet; thence S 67° 13' 40" E, a distance of 81.82 feet; thence S 05° 37' 10" E, a distance of 136.18 feet; thence N 89° 55' 25" W, parallel to and 109 feet North of the aforementioned North right-of-way line of 17th Avenue West, a distance of 554.87 feet to the POINT OF BEGINNING; also

LESS the following described parcel: COMMENCE at the Southeast corner of the Northeast 1/4 of Section 35, Township 34 South, Range 17 East; thence N 00° 10' 26" E, a distance of 66 feet; thence N 89° 55' 30" W, a distance of 25 feet to the POINT OF BEGINNING; thence N 89° 55' 30" W, a distance of 300 feet; thence N 00° 10' 26" E, a distance of 300 feet; thence S 89° 55' 30" E, a distance of 300 feet; thence S 00° 10' 26" W to the above mentioned POINT OF BEGINNING;

LESS right-of-way for State Road 55 (1st Street West), tract lying & being contiguous to the right-of-way line of 17th Avenue West; also

LESS the following described parcel: BEGIN at the Southeast corner of the Northeast 1/4 of Section 35, Township 34 South, Range 17 East and run N 00° 25' 41" E along the East line of the Northeast 1/4 of said Section 35, a distance of 1330.19 to a railroad spike marking the Southeast corner of the Northeast 1/4 of the Northeast 1/4 of said Section 35, thence N 89° 25' 19" W, a distance of 25 feet; thence S 00° 25' 41" W, a distance of 18.56 feet to a point of intersection with a line 25 feet West of and parallel to the East line of the Northeast 1/4 of said Section 35, said line also being the existing right-of-way line of U.S. Highway 301 and U.S. Highway 41, State Road 55, and the South right-of-way line of 13th Avenue West, as described in that instrument recorded in Official Records Book 948, Pages 12,13 and 14 of the Public Records of Manatee County, Florida, said point being the POINT OF BEGINNING of the description, from this POINT OF BEGINNING run S 00° 25' 41" W, along the West right-of-way line of U.S. Highway 301 and U.S. Highway 41, State Road 55, a distance of 73.99 feet; thence S 02° 20' 14" W, along the West right-of-way line, as described in that instrument recorded in Official Records Book 948, Pages 12,13 and14, of the Public Records of Manatee Country, Florida, a distance of 385.13 feet, to a point of intersection with the Northeast right-of-way line of the Seaboard Coastline Railroad as shown on the maps of Tampa and Southern Railroad, sheets 10 & 11 of V-19, thence N 53° 10' 21" W, along said Northeast Railroad line of Seaboard Coastline Railroad (Tampa and Southern Railroad), a distance of 790.93 feet to a point of intersection with the South right-of-way line of 13th Avenue West as located by occupation, thence S 89° 55' 02" E, along said right-of-way line, a distance of 313.15 feet, thence S 89°

25' 19" E, along said South right-of-way line by occupation, a distance of 189.31 feet, to a point of intersection with a line described in that instrument recorded in Official Records Book 948, Pages 12,13 and 14 of the Public Records of Manatee County, Florida; thence S 00° 25' 41" W, along said line, a distance of 12.45 feet; thence S 89° 48' 49" E, along the South right-of-way line of 13th Avenue West as described in that instrument recorded in Official Records Book 948, Pages 12,13 and 14, of the Public Records of Manatee County, Florida, a distance of 147 feet to the POINT OF BEGINNING; also

LESS Official Records Book 2266, Page 6466, of the Public Records of Manatee County, Florida (3 parcels) described as follows: Lot A-1: COMMENCE at the Southwest corner of the Northeast 1/4 of Section 35, Township 34 South, Range 17 East; thence S 89° 55' 30" E, along the South line of said Northeast 1/4, a distance of 986.878 feet; thence N 00° 04' 30" E, perpendicular with said South line, a distance of 13.33 feet to the westerly right-of-way of 6th Street West; thence run the following three (3) courses along said westerly right-of-way; run N 00° 18' 39" W, a distance of 569.20 feet; thence S 89° 54' 56" E, a distance of 2.52 feet; thence N 00° 03' 03" W, a distance of 41.33 feet for a POINT OF BEGINNING; thence N 89° 54' 56" W, a distance of 38.00 feet; thence N 00° 03' 03" W, parallel with said westerly right-of-way of 6th Street West and 38.00 feet westerly therefrom, a distance of 680.63 feet to the intersection with the Southerly right-of-way of 13th Avenue West; thence N 89° 59' 15" E, along said Southerly right-of-way, a distance of 38.00 feet; thence S 00° 03' 03" E, along said Southerly right-of-way, a distance of 40.00 feet to aforesaid westerly right-of-way of 6th Street West; thence S 00° 03' 03" E, along said westerly right-of-way, a distance of 640.69 feet to the POINT OF BEGINNING; also

LESS Lot A-2: COMMENCE at the Southwest corner of the Northeast 1/4 of Section 35, Township 34 South, Range 17 East; thence S 89° 55' 30" E, along the South line of said Northeast 1/4, a distance of 986.87 feet; thence N 00° 04' 30" E, perpendicular with said South line, a distance of 13.33 feet to the Westerly right-of-way of 6th Street West; thence run the following courses along said Westerly right-of-way; run N 00° 18' 39" W, a distance of 569.20 feet; thence S 89° 54' 56" E, a distance of 2.52 feet; thence N 00° 03' 03" W, a distance of 41.33 feet for a POINT OF BEGINNING; thence continue N 00° 03' 03" W, a distance of 640.69 feet to the intersection with the Southerly right-of-way of 13th Avenue West; thence N 89° 59' 15" E, along said Southerly right-of-way, a distance of 40.39 feet to the intersection with the Easterly right-of-way of said 6th Street West; thence S 00° 18' 39" E, along said Easterly right-of-way, a distance of 681.82 feet to a point on the arc of a curve, whose radius point lies S 89° 41' 21" W, a distance of 41.33 feet; thence run Northwesterly along the arc of said curve, through a central angle of 89° 36' 17", a distance of 64.64 feet to the point of tangent of said curve; thence N 89° 54' 56" W, a distance of 2.25 feet to the POINT OF BEGINNING; also

LESS Lot E: COMMENCE at the Southwest corner of the Northeast 1/4 of Section 35, Township 34 South, Range 17 East; thence S 89° 55' 30" E, along the South line of said Northeast 1/4, a distance of 1332.88 feet; thence N 00° 04' 30" E, perpendicular with said line, a distance of 13.33 feet for a POINT OF BEGINNING; said point being the intersection of the Northerly right-of-way of 17th Avenue West and the Easterly line of that certain parcel of land as described and recorded in Official Records Book 1807, Page 7386, of the Public Records of Manatee County, Florida; thence N 00° 18' 39" W, along said Easterly line, a distance of 109.00 feet; thence continue N 00° 18' 39" W, along the Northerly extension thereof, a distance of 143.14 feet to the intersection with the Southerly line of that certain right-of-way as vacated

in Official Records Book 1672, Page1637, of the Public Records of Manatee County, Florida; thence N 89° 33' 27" E, along said Southerly line, a distance of 272.66 feet; thence S 00° 14' 07" E, a distance of 233.10 feet to the intersection with said Northerly right-of-way of 17th Avenue West; thence S 85° 33' 35" W, along said Northerly right-of-way, a distance of 273.06 feet to the POINT OF BEGINNING; also

LESS Official Records Book 2266, Page 6532, of the Public Records of Manatee County, Florida, described as follows: Lot F: COMMENCE at the Southwest corner of the Northeast 1/4 of Section 35, Township 34 South, Range 17 East; thence S 89° 55' 30" E, along the South line of said Northeast 1/4, a distance of 1605.09 feet; thence N 00° 04' 30" E, perpendicular with said South line, a distance of 34.83 feet for a POINT OF BEGINNING; said point lying on the Northerly right-of-way of 17th Avenue West; thence N 00° 14' 07" W, a distance of 233.10 feet to the intersection with the Southerly line of that certain right-of-way as vacated in Official Records Book 1672, Page1637, of the Public Records of Manatee County, Florida; thence N 89° 33' 27" E, along said Southerly line, a distance of 228.08 feet; thence S 00° 14' 07" E, along the westerly line of said vacated right-of-way, a distance of 217.16 feet to the intersection with the Northerly right-of-way of said 17th Avenue West; thence S 85° 33' 35" W, along said Northerly right-of-way, a distance of 228.70 feet to the POINT OF BEGINNING.

EXHIBIT "B"

EXHIBIT "B"
DESCRIPTION OF ALLEY VACATION
(THIS IS NOT A SURVEY)

Description:

A 20-foot wide platted alley lying between of Lots 12 through 14 on the West and Lot 27 on the East, and South of Lots 27 through 31 on the North, HINES ADDITION TO BRADENTOWN, FLA, according to the Plat thereof as recorded in Plat Book 1, Page 215A, of the Public Records of Manatee County, Florida, and being more particularly described as:

BEGIN at the at the northeast corner of Lot 12 of said HINES ADDITION TO BRADENTOWN, FLA; thence S 88° 55' 26" E, along the south right-of-way line of 13th Avenue West, a distance of 20.00 feet to the northwest corner of Lot 27; thence S 0° 33' 34" W, along the west line of said Lot 27 and the east right-of-way line of the said alley, a distance of 152.60 feet to the southwest corner of said Lot 27; thence S 88° 55' 26" E, along the south line of Lots 27 through 31 and the north right-of-way line of the said alley, a distance of 235.00 feet to the southeast corner of said Lot 31; thence S 0° 33' 34" W, a distance of 20.00 feet to the southeast corner of the said alley; thence N 88° 55' 26" W, along the south right-of-way line of the said alley, a distance of 255.00 feet to the southeast corner of Lot 14; thence N 0° 33' 34" E, along the east line of Lots 12 through 14 and the west right-of-way line of the said alley, a distance of 177.60 feet to the northeast corner of said Lot 12 and the POINT OF BEGINNING. Being in Section 35, Township 34 South, Range 17 East.

Containing 8,252 Square Feet, more or less.

Surveyor's Notes:

1) This is a description/sketch and **NOT** a boundary survey.
2) This description/sketch is **NOT** complete without Sheet 2 of 2.
3) Bearing are based on the West line of Lot 27 being N0° 33' 54"E, referenced to the State Plane Coordinate System, Florida West Zone, North American Datum of 1983 (NAD83), Adjustment of 2011(epoch 2010.00).
4) Distances are in U.S. Survey Feet and expressed in feet and decimal parts thereof.
5) Subject to easements, dedications and restrictions of record. No title commitment was provided to this Surveyor.
6) This description/sketch meets the requirements of Chapter 5J-17, Florida Administrative Code, as it pertains to descriptions/sketch to accompany description.
7) Any additions or deletions to this description/sketch by others than the signing party without written consent of the signing party is prohibited.
8) Not valid without the original signature and seal of a Florida Licensed Surveyor and Mapper.

07/01/2026	Revise Exhibit designation	DEC
DATE	REVISIONS	BY

CITY OF BRADENTON
PUBLIC WORKS & UTILITIES
SURVEY & MAPPING
bradenton
The Friendly City
888 13th AVENUE EAST
BRADENTON, FLORIDA 34208
(941) 708-6300

Digitally signed by David E Cronkhite, PSM
Date: 2026.07.01 08:34:23 -04'00'

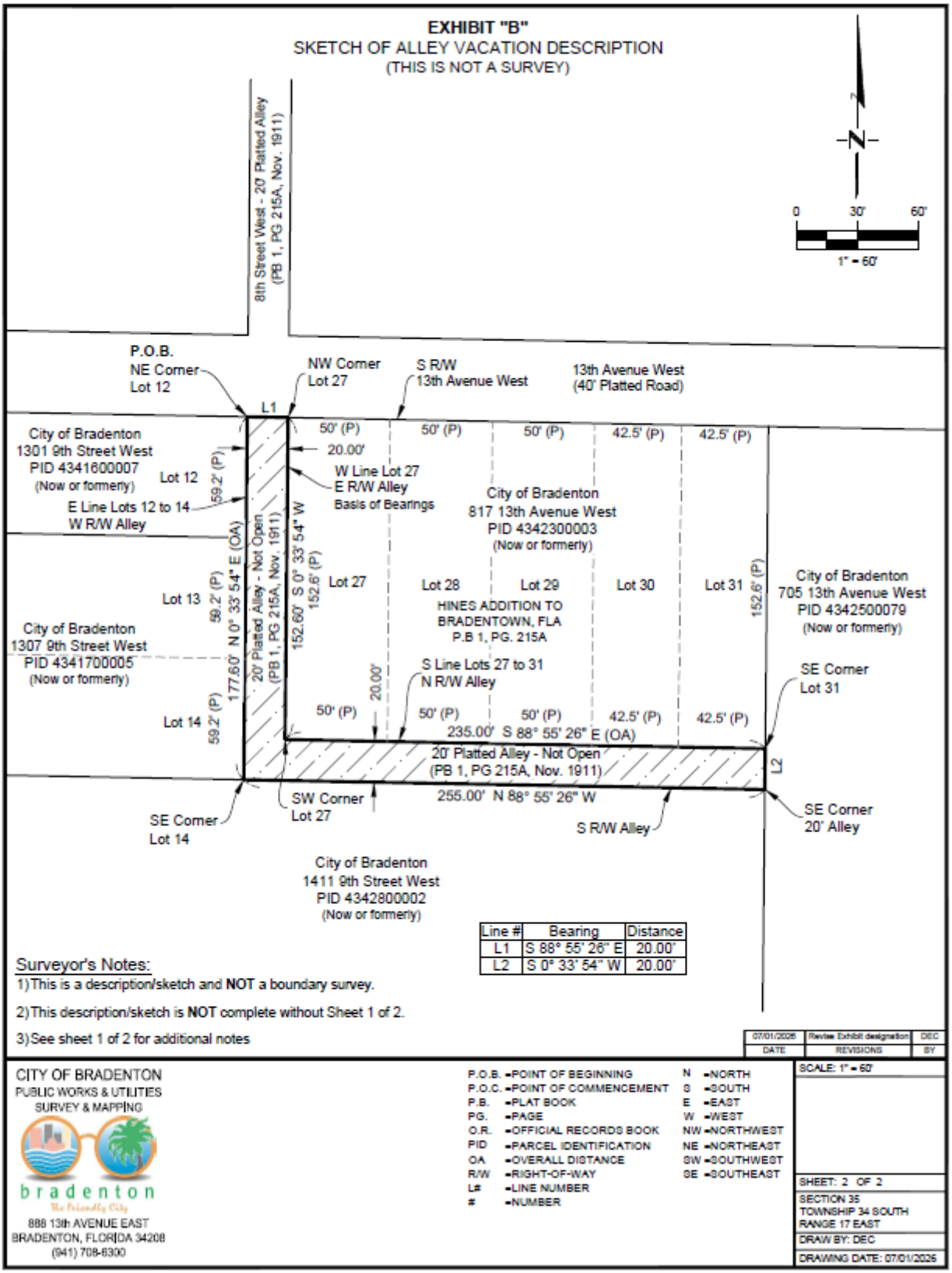
07/01/2026

DAVID E. CRONKHITE, PSM — DATE
FLORIDA CERTIFICATE NO. 6078

DAVID E. CRONKHITE
CERTIFICATE
No. 6078
STATE OF FLORIDA
REGISTERED SURVEYOR & MAPPER

SCALE: 1" = 60'
SHEET: 1 OF 2
SECTION 35
TOWNSHIP 34 SOUTH
RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 07/01/2026

EXHIBIT "B"


EXHIBIT "B"
SKETCH OF ALLEY VACATION DESCRIPTION
(THIS IS NOT A SURVEY)
8th Street West - 20' Platted Alley
(PB 1, PG 215A, Nov. 1911)
N
0
30'
60'
1" = 60'
P.O.B.
NE Corner
Lot 12
NW Corner
Lot 27
S R/W
13th Avenue West
13th Avenue West
(40' Platted Road)
L1
City of Bradenton
1301 9th Street West
PID 4341600007
(Now or formerly)
Lot 12
59.2' (P)
E Line Lots 12 to 14
W R/W Alley
50' (P)
20.00'
W Line Lot 27
E R/W Alley
Basis of Bearings
50' (P)
50' (P)
42.5' (P)
42.5' (P)
City of Bradenton
817 13th Avenue West
PID 4342300003
(Now or formerly)
Lot 13
59.2' (P)
177.60' N 0° 33' 54" E (OA)
20' Platted Alley - Not Open
(PB 1, PG 215A, Nov. 1911)
152.60' S 0° 33' 54" W
152.6' (P)
Lot 27
Lot 28
Lot 29
Lot 30
Lot 31
HINES ADDITION TO
BRADENTOWN, FLA
P.B 1, PG. 215A
152.6' (P)
City of Bradenton
705 13th Avenue West
PID 4342500079
(Now or formerly)
City of Bradenton
1307 9th Street West
PID 4341700005
(Now or formerly)
S Line Lots 27 to 31
N R/W Alley
20.00'
SE Corner
Lot 31
Lot 14
59.2' (P)
50' (P)
50' (P)
50' (P)
42.5' (P)
42.5' (P)
235.00' S 88° 55' 26" E (OA)
20' Platted Alley - Not Open
(PB 1, PG 215A, Nov. 1911)
L2
255.00' N 88° 55' 26" W
SW Corner
Lot 27
SE Corner
Lot 14
S R/W Alley
SE Corner
20' Alley
City of Bradenton
1411 9th Street West
PID 4342800002
(Now or formerly)
Line # | Bearing | Distance
L1 | S 88° 55' 26" E | 20.00'
L2 | S 0° 33' 54" W | 20.00'
Surveyor's Notes:
1) This is a description/sketch and NOT a boundary survey.
2) This description/sketch is NOT complete without Sheet 1 of 2.
3) See sheet 1 of 2 for additional notes
07/01/2026 | Revise Exhibit designation | DEC
DATE | REVISIONS | BY
CITY OF BRADENTON
PUBLIC WORKS & UTILITIES
SURVEY & MAPPING
bradenton
The Friendly City
888 13th AVENUE EAST
BRADENTON, FLORIDA 34208
(941) 708-6300
P.O.B. =POINT OF BEGINNING
P.O.C. =POINT OF COMMENCEMENT
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SCALE: 1" = 60'
SHEET: 2 OF 2
SECTION 35
TOWNSHIP 34 SOUTH
RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 07/01/2026

City of Bradenton
Planning and Community Development Department
City Council
August 26, 2026

Staff Report

Ordinance Number: 4080
Case Number: PLN-EVA-26-0001
Applicant: City of Bradenton
Address: 1511 9th Street West
Parcel ID: 4342800002
Current Zoning: T4-O (General Urban Open)
Future Land Use: UV (Urban Village)
Flood Zone: X

Surrounding Property Zoning:

Current Zoning: North: T4-O (General Urban Open)
South: T4-O (General Urban Open)
East: T4-O (General Urban Open)
West: T4-O (General Urban Open)

Future Land Use: North: UV (Urban Village)
South: UV (Urban Village)
East: UV (Urban Village)
West: UV (Urban Village)

Request:

The applicant submitted an application to vacate a 20-foot platted alley generally located southeast of the intersection of 9th Street West and 13th Avenue West (see Exhibit "E"). The proposed vacation is approximately 8,252 sq. ft. or 0.189 acres in size. It should be noted that the subject alley has been inactive and closed to public use for more than sixty years. It also does not have any utility services within it as it runs under a storage building located in the City of Bradenton's Public Works & Utilities existing campus, which is also in the process of relocation.

The applicant is requesting the vacation in order to clean up property records as the site is within Phase I of the City Park Project. The City Park Project is an enhanced vision for LECOM Park as a hub for recreation, education, and community activity. While the Project is designed to enhance the economy through sports tourism, its services will go beyond sports fields

as partnerships with local organizations will provide essential services and support to underserved schools and neighborhoods within the community.

As part of the application submittal, the applicant provided copies of letters sent to utility companies and other parties of interest. The list of recipients included: Charter Communications, Comcast, Florida Power & Light, Frontier, Peace River Electric Cooperative, and TECO.

No objection letters were received from all except for Peace River Electric Cooperative and TECO. The letters sent stated that if no response was received within 60 days, the applicant will proceed with the understanding that no conflicts exist regarding the proposed vacation.

Section 2.2.7 of the City of Bradenton Land Use Restrictions (shown below) details the process for vacation of public right-of-way. The section calls for the consideration of "whether [the] vacation would be detrimental to the public health, safety, welfare or convenience". In this case, the subject right-of-way appears to be no longer needed by any public or public-serving agencies, but this cannot be confirmed without receiving letters from all agencies. As previously stated, FPL has requested that an easement be recorded to protect their existing facilities.

If approved by City Council, the City Clerk shall record the reversion of the subject of right-of-way to adjacent property owners (the applicant).

LAND USE REGULATIONS:

2.2.7 *Vacation of public rights-of-way or public easements.* The City Council may, upon its own motion or upon a recommendation by Planning Commission, order the vacation of streets, easements, or other parcels of land dedicated for public purpose.

2.2.7.1 *Application.* Owners of property adjacent to right-of-way or owners of property with public easements may request their vacation by applying on forms or electronic media in a PDF format provided by the PCD Director and submitting the fee as required by Appendix A. The PCD Director may request additional information including a legal description of the property as necessary to process the application.

2.2.7.2 *Public Notice.* shall be made as required by Section 2.3. A legal description of the applicant property shall be on file with the PCD Director. City Council approval shall be required for the vacation of an easement. For the vacation of a right-of-way or other dedicated property, a public hearing before the Planning Commission and

recommendation from that body are also required as well as a public hearing before City Council.

2.2.7.3 *Review of Application.* The PCD Director shall report to the Planning Commission and Director of Public Works all known non-City uses of such easement, right-of-way or property. The Planning Commission shall evaluate any request for vacation of right-of- way or other dedicated property to determine whether vacation would be detrimental to the public health, safety, welfare or convenience. Information presented at the public hearing regarding use of the property for access to other properties or other public purpose shall be considered by the Planning Commission in making its recommendation. In cases where the right-of-way is used only for utilities, the Planning Commission may recommend the vacation provided that an easement is provided for such utilities. The recommendation shall be given to City Council in writing. City Council shall review a request for public easement vacation to determine whether the requested vacation would be detrimental to public health, safety, welfare or convenience.

2.2.7.4 *Approval/Denial.*

a. *Easement*. City council may approve the vacation of an easement only with a favorable recommendation from the director of public works. Such approval may be conditioned upon the relocation at the applicant's expense of the easement and the utilities therein if so recommended.
b. *Right-of-way or other dedicated parcel.* Upon receipt of the Planning Commission's recommendation, the City Council shall hold a public hearing on the request. The City Council shall make its determination, in light of the recommendation, their review (See Subsection 2.2.7.3 above), and public comments, whether the vacation is in the public interest. If a positive determination is made, City Council may pass a resolution vacating the requested property.

2.2.7.5 *Public Recording.* The City Clerk shall correct the records of the Clerk of the Circuit Court as necessary to revert the easement or right-of-way to the appropriate owner(s). In the case of right-of-way, the vacation customarily reverts the right-of-way to all adjacent property owners in equal portions.

COMPREHENSIVE PLAN:

Transportation Element: *Objective 1.5 Right-of-Way Preservation*

Where transportation improvement projects are consistent with the goals and vision of the City as stated in the Comprehensive Plan, the City shall ensure that any needed right of way is protected and preserved.

Policy 1.5.1 Right-of-Way Contributions

The City shall seek donations or dedications of needed right-of-way by developers, where feasible.

Policy 1.5.2 Impact of Right-of-Way on Natural Systems

The City shall coordinate with landowners and governmental entities to ensure the location and design or roadway and public transit rights-of-way, and improvements therein, shall minimize direct and indirect impacts to jurisdictional wetland areas, rivers, lakes, and streams, as well as listed species.

Policy 1.5.3 Transit System Right-of-Way

The City shall consider, and include as necessary, transit and alternative mode corridor protection and reservation through the inclusion of appropriate bus and rail transit corridors, and alternative mode corridors on the Transportation Map series.

Policy 1.5.4 Provision of Adequate Access to Land Use Activities

To provide adequate access to land use activities, the City shall enforce policies, standards and regulations that relate the design, function and balance of the transportation facilities to the type, size and location of the land uses that they serve.

Staff Comments:

1. City Council is encouraged to evaluate the request based on the criteria provided, as well as input from staff, the applicant, and the public.
2. It is in staff's opinion that the request is found to be consistent with the intent of Section 2.2.7 of the Land Use Regulations and the Transportation Element of the Comprehensive Plan.

On July 15, 2026, the City of Bradenton Planning Commission voted 7-0 in favor of recommending approval.

Respectfully submitted,

Jake Arjona

Jake Arjona
City Planner

EXHIBITS:

EXHIBIT A: Location Map

EXHIBIT B: Future Land Use Map

EXHIBIT C: Zoning Map

EXHIBIT D: Description of Alley Vacation

EXHIBIT E: Sketch of Alley Vacation Description

EXHIBIT "A"
Location Map

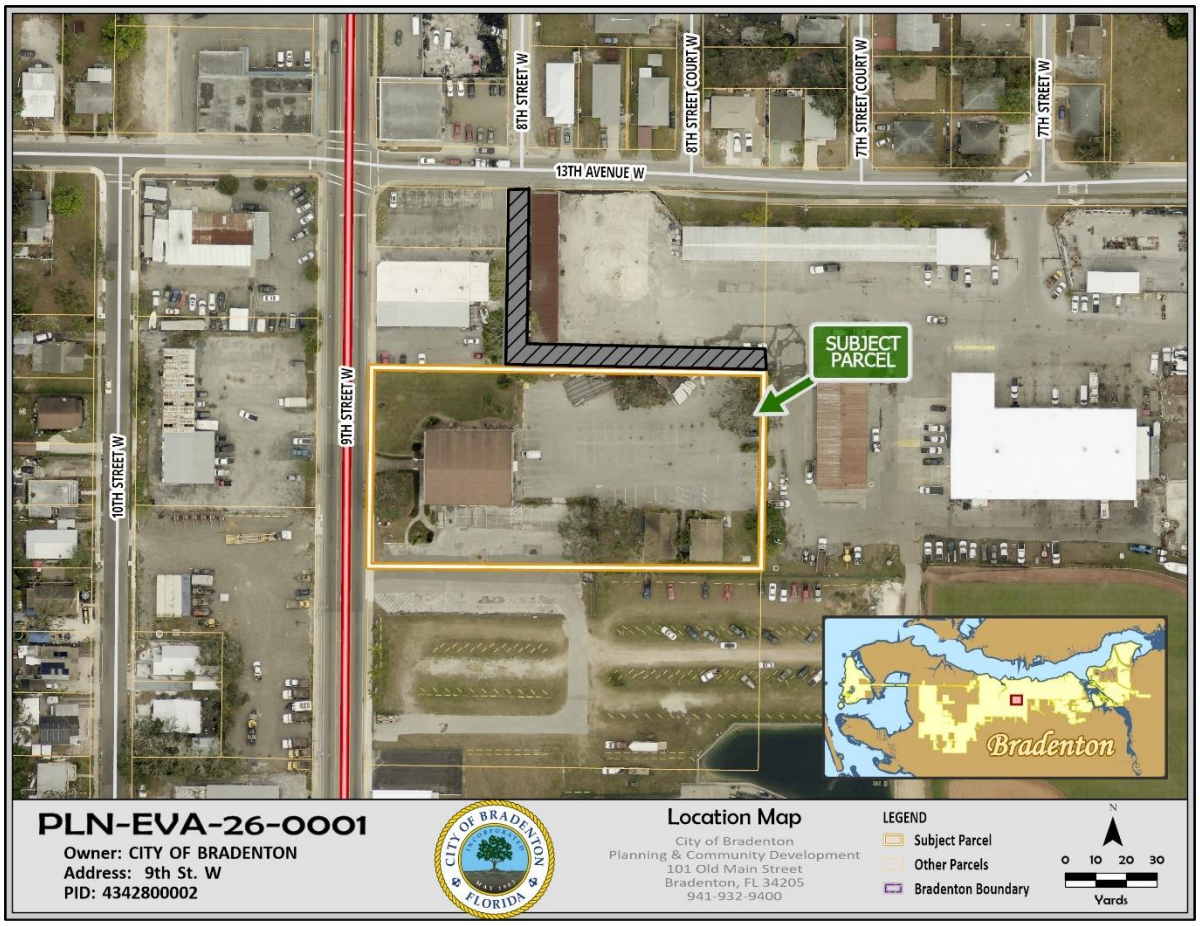


EXHIBIT "B"
Future Land Use Map



EXHIBIT "C"
Zoning Map

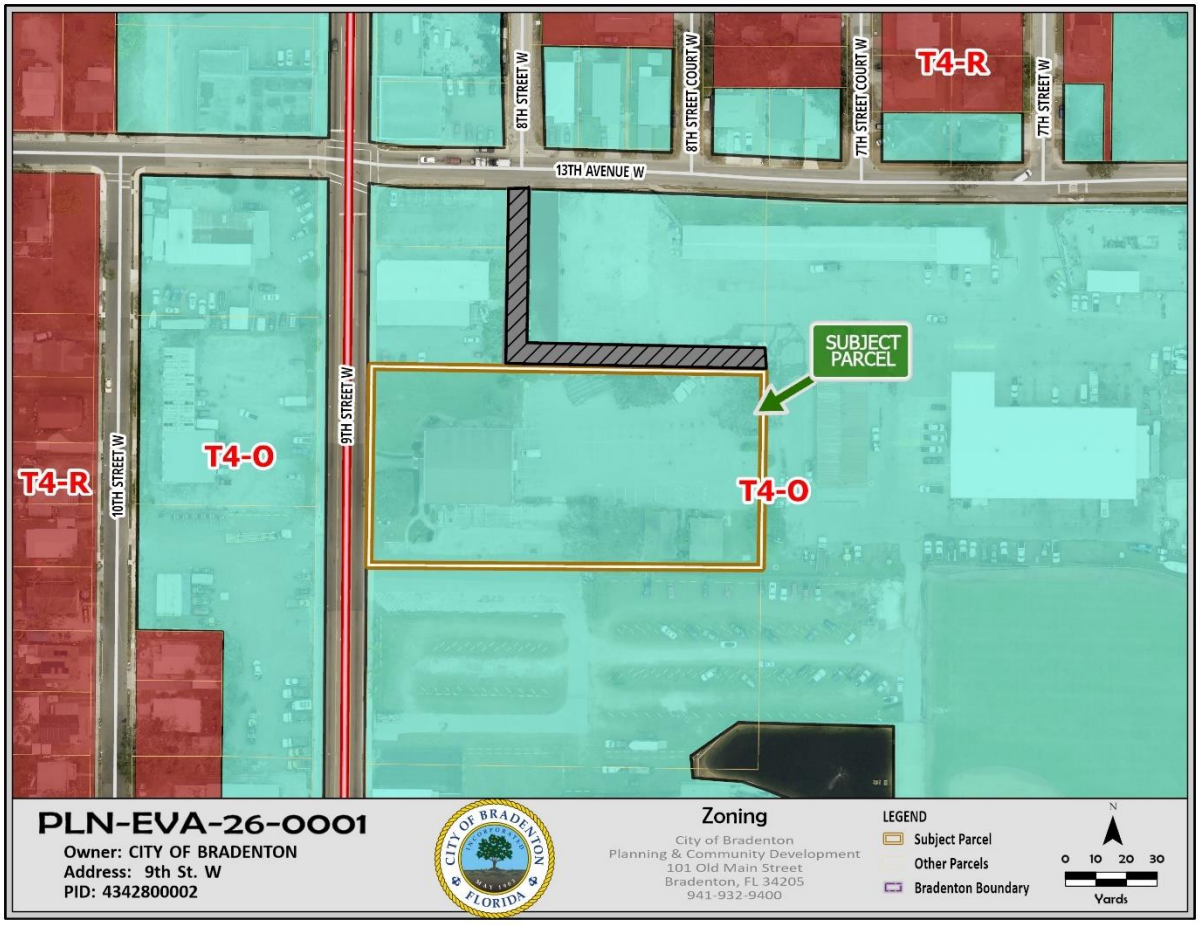


EXHIBIT "D"
Description of Alley Vacation

EXHIBIT "B"
DESCRIPTION OF ALLEY VACATION
(THIS IS NOT A SURVEY)

Description:

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BEGIN at the at the northeast corner of Lot 12 of said HINES ADDITION TO BRADENTOWN, FLA; thence S 88° 55' 26" E, along the south right-of-way line of 13th Avenue West, a distance of 20.00 feet to the northwest corner of Lot 27; thence S 0° 33' 34" W, along the west line of said Lot 27 and the east right-of-way line of the said alley, a distance of 152.60 feet to the southwest corner of said Lot 27; thence S 88° 55' 26" E, along the south line of Lots 27 through 31 and the north right-of-way line of the said alley, a distance of 235.00 feet to the southeast corner of said Lot 31; thence S 0° 33' 34" W, a distance of 20.00 feet to the southeast corner of the said alley; thence N 88° 55' 26" W, along the south right-of-way line of the said alley, a distance of 255.00 feet to the southeast corner of Lot 14; thence N 0° 33' 34" E, along the east line of Lots 12 through 14 and the west right-of-way line of the said alley, a distance of 177.60 feet to the northeast corner of said Lot 12 and the POINT OF BEGINNING. Being in Section 35, Township 34 South, Range 17 East.

Containing 8,252 Square Feet, more or less.

Surveyor's Notes:

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2) This description/sketch is **NOT** complete without Sheet 2 of 2.
3) Bearing are based on the West line of Lot 27 being N0° 33' 54"E, referenced to the State Plane Coordinate System, Florida West Zone, North American Datum of 1983 (NAD83), Adjustment of 2011(epoch 2010.00).
4) Distances are in U.S. Survey Feet and expressed in feet and decimal parts thereof.
5) Subject to easements, dedications and restrictions of record. No title commitment was provided to this Surveyor.
6) This description/sketch meets the requirements of Chapter 5J-17, Florida Administrative Code, as it pertains to descriptions/sketch to accompany description.
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DATE	REVISIONS	BY
07/01/2026	Revise Exhibit designation	DEC

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Digitally signed by David E Cronkhite, PSM
Date: 2026.07.01 08:34:23 -04'00'

07/01/2026

DAVID E. CRONKHITE, PSM — DATE
FLORIDA CERTIFICATE NO. 6078

DAVID E. CRONKHITE CERTIFICATE No. 6078 STATE OF FLORIDA REGISTERED SURVEYOR & MAPPER

SCALE: 1" = 60'
SHEET: 1 OF 2
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TOWNSHIP 34 SOUTH
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EXHIBIT "E"
Sketch of Alley Vacation Description

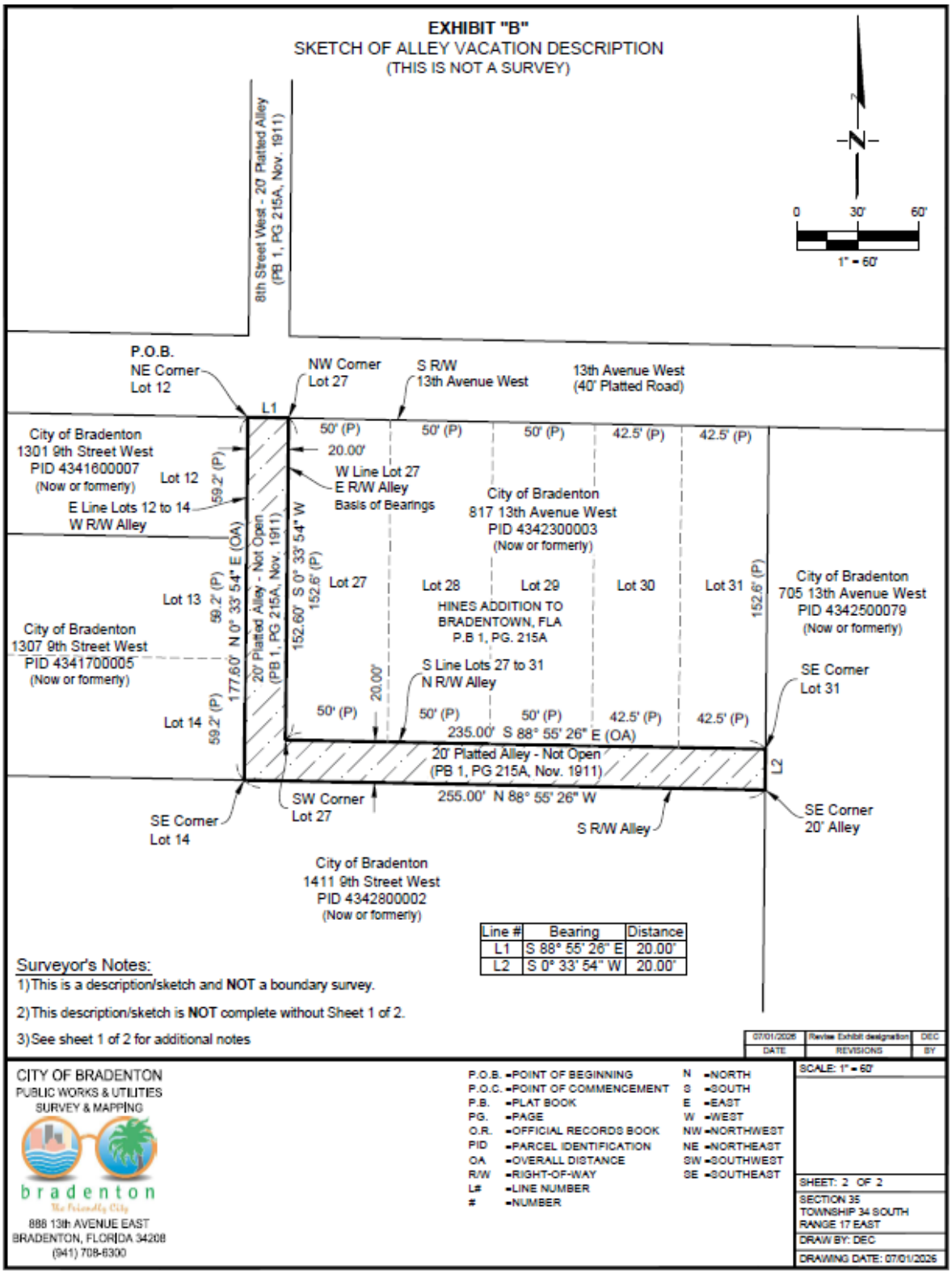


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Containing 8,252 Square Feet, more or less.

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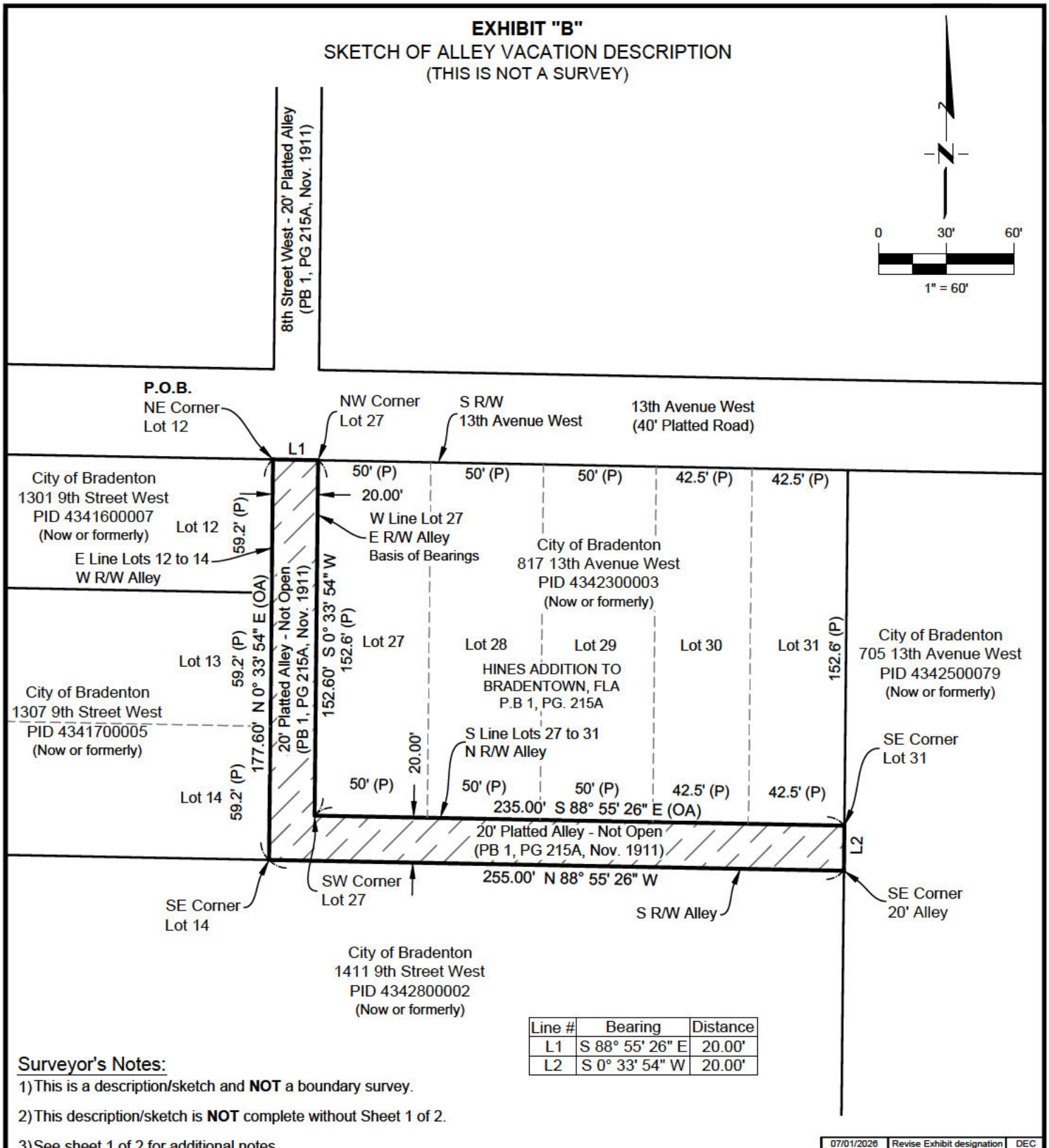
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SCALE: 1" = 60'
SHEET: 1 OF 2
SECTION 35
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EXHIBIT "B"

SKETCH OF ALLEY VACATION DESCRIPTION

(THIS IS NOT A SURVEY)



Line #	Bearing	Distance
L1	S 88° 55' 26" E	20.00'
L2	S 0° 33' 54" W	20.00'

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SHEET: 2 OF 2

SECTION 35
TOWNSHIP 34 SOUTH
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Manatee County Map



User Notes:

This map was developed using the Manatee County Geographic Information System. It is provided for general reference, is subject to change, and is not warranted for any particular use or purpose. The information contained within is derived from several sources of varying quality and accuracy. Errors from non-coincidence of features from different sources may be present. The Manatee County Geographic Information Systems and the Manatee County BOCC do not warrant and are not liable for inappropiate or unintended uses of the information.

SKETCH OF ALLEY WITH AERIAL
(THIS IS NOT A SURVEY)



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SECTION 35
TOWNSHIP 34 SOUTH
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DRAWING DATE: 04/25/202

CITY OF BRADENTON

Public Works & Utilities
888 13th Ave E
Bradenton, Florida 34208
(941) 708-6300
www.cityofbradenton.com

April 25, 2025

Michael Decroix
James Fleming
Thomas Mumea
Charter Communications

Electronic Delivery: [redacted]

Dear Michael Decroix, James Fleming and/or Thomas Mumea

The City of Bradenton is advancing plans to vacate a 20 foot wide platted alley within the former City of Bradenton Public Works and Utilities complex, as illustrated in the attached maps and exhibits. This alley has been inactive and closed to public use for more than sixty years.

This vacation initiative is essential to our broader vision for community enhancement. By clearing the existing right of way, we can proceed with transforming the surrounding area into a vibrant new City Park complex at 1411 9th Street West in Bradenton.

We respectfully request your confirmation that this proposed vacation will not adversely impact your company's facilities or operations. Given our project timeline constraints, we would deeply appreciate your prompt response to this inquiry.

If we do not receive a letter of objection within sixty (60) calendar days from the date of this notice, we will proceed with the understanding that no conflicts exist regarding the planned vacation. Please direct any questions or correspondence to Corey Fortin, Policy, Planning, Procedures and Real Estate Administrator at corey.fortin@bradentonFL.gov, 941 932 9451.

Thank you for your valuable assistance and cooperation in this community development matter.

Best regards,

David E. Cronkhite, PSM
City Surveyor

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

9 ST W
10 ST W
17 AVE W
6 ST W
7 ST W
7 ST CT W
8 ST CT W
14 AVE DR W
15 AVE W
3 ST W

SKETCH OF ALLEY WITH AERIAL
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TOWNSHIP 34 SOUTH
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04/25/2025

DAVID E. CRONKHITE, PSM — DATE
FLORIDA CERTIFICATE NO. 6078

DAVID E. CRONKHITE
CERTIFICATE
No. 6078
STATE OF FLORIDA
REGISTERD SURVEYOR & MAPPER

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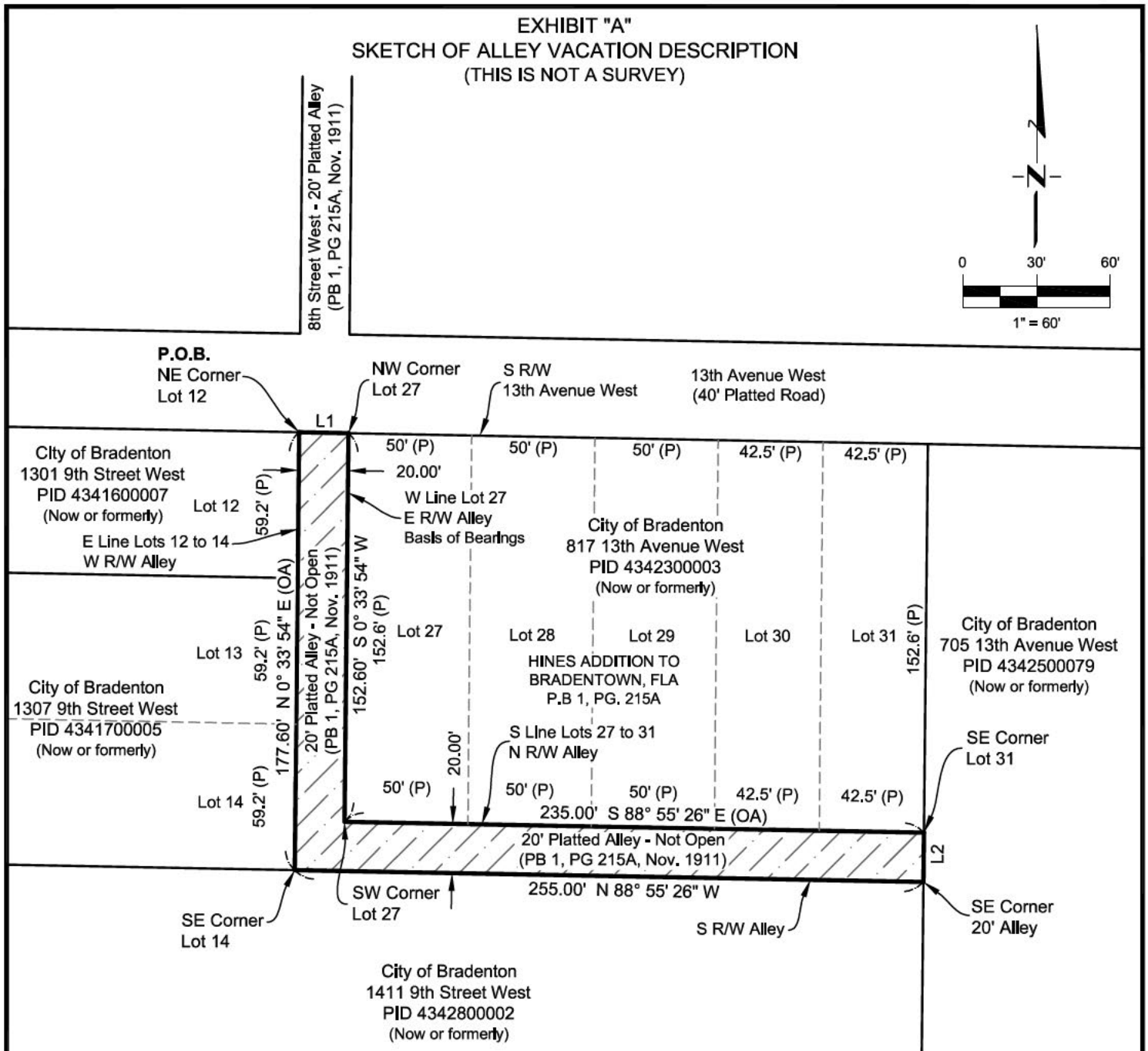
SHEET: 1 OF 2

SECTION 35
TOWNSHIP 34 SOUTH
RANGE 17 EAST

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EXHIBIT "A"
SKETCH OF ALLEY VACATION DESCRIPTION
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CITY OF BRADENTON

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April 25, 2025

Kevin Murphy
Comcast

[redacted]

Dear Kevin Murphy

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3 ST W
13 AV
16 A

SKETCH OF ALLEY WITH AERIAL
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RANGE 17 EAST

DRAW BY: DEC

DRAWING DATE: 04/25/202

EXHIBIT "A"
DESCRIPTION OF ALLEY VACATION
(THIS IS NOT A SURVEY)

Description:

A 20-foot wide platted alley lying between of Lots 12 through 14 on the West and Lot 27 on the East, and South of Lots 27 through 31 on the North, HINES ADDITION TO BRADENTOWN, FLA, according to the Plat thereof as recorded in Plat Book 1, Page 215A, of the Public Records of Manatee County, Florida, and being more particularly described as:

BEGIN at the at the northeast corner of Lot 12 of said HINES ADDITION TO BRADENTOWN, FLA; thence S 88° 55' 26" E, along the south right-of-way line of 13th Avenue West, a distance of 20.00 feet to the northwest corner of Lot 27; thence S 0° 33' 34" W, along the west line of said Lot 27 and the east right-of-way line of the said alley, a distance of 152.60 feet to the southwest corner of said Lot 27; thence S 88° 55' 26" E, along the south line of Lots 27 through 31 and the north right-of-way line of the said alley, a distance of 235.00 feet to the southeast corner of said Lot 31; thence S 0° 33' 34" W, a distance of 20.00 feet to the southeast corner of the said alley; thence N 88° 55' 26" W, along the south right-of-way line of the said alley, a distance of 255.00 feet to the southeast corner of Lot 14; thence N 0° 33' 34" E, along the east line of Lots 12 through 14 and the west right-of-way line of the said alley, a distance of 177.60 feet to the northeast corner of said Lot 12 and the POINT OF BEGINNING. Being in Section 35, Township 34 South, Range 17 East.

Containing 8,252 Square Feet, more or less.

Surveyor's Notes:

1) This is a description/sketch and **NOT** a boundary survey.
2) This description/sketch is **NOT** complete without Sheet 2 of 2.
3) Bearing are based on the West line of Lot 27 being N0° 33' 54"E, referenced to the State Plane Coordinate System, Florida West Zone, North American Datum of 1983 (NAD83), Adjustment of 2011(epoch 2010.00).
4) Distances are in U.S. Survey Feet and expressed in feet and decimal parts thereof.
5) Subject to easements, dedications and restrictions of record. No title commitment was provided to this Surveyor.
6) This description/sketch meets the requirements of Chapter 5J-17, Florida Administrative Code, as it pertains to descriptions/sketch to accompany description.
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8) Not valid without the original signature and seal of a Florida Licensed Surveyor and Mapper.

CITY OF BRADENTON
PUBLIC WORKS & UTILITIES
SURVEY & MAPPING
bradenton
The Friendly City
888 13th AVENUE EAST
BRADENTON, FLORIDA 34208
(941) 708-6300

04/25/2025

DAVID E. CRONKHITE, PSM — DATE
FLORIDA CERTIFICATE NO. 6078

DAVID E. CRONKHITE
CERTIFICATE
No. 6078
STATE OF FLORIDA
REGISTERD SURVEYOR & MAPPER

SCALE: 1" = 60'

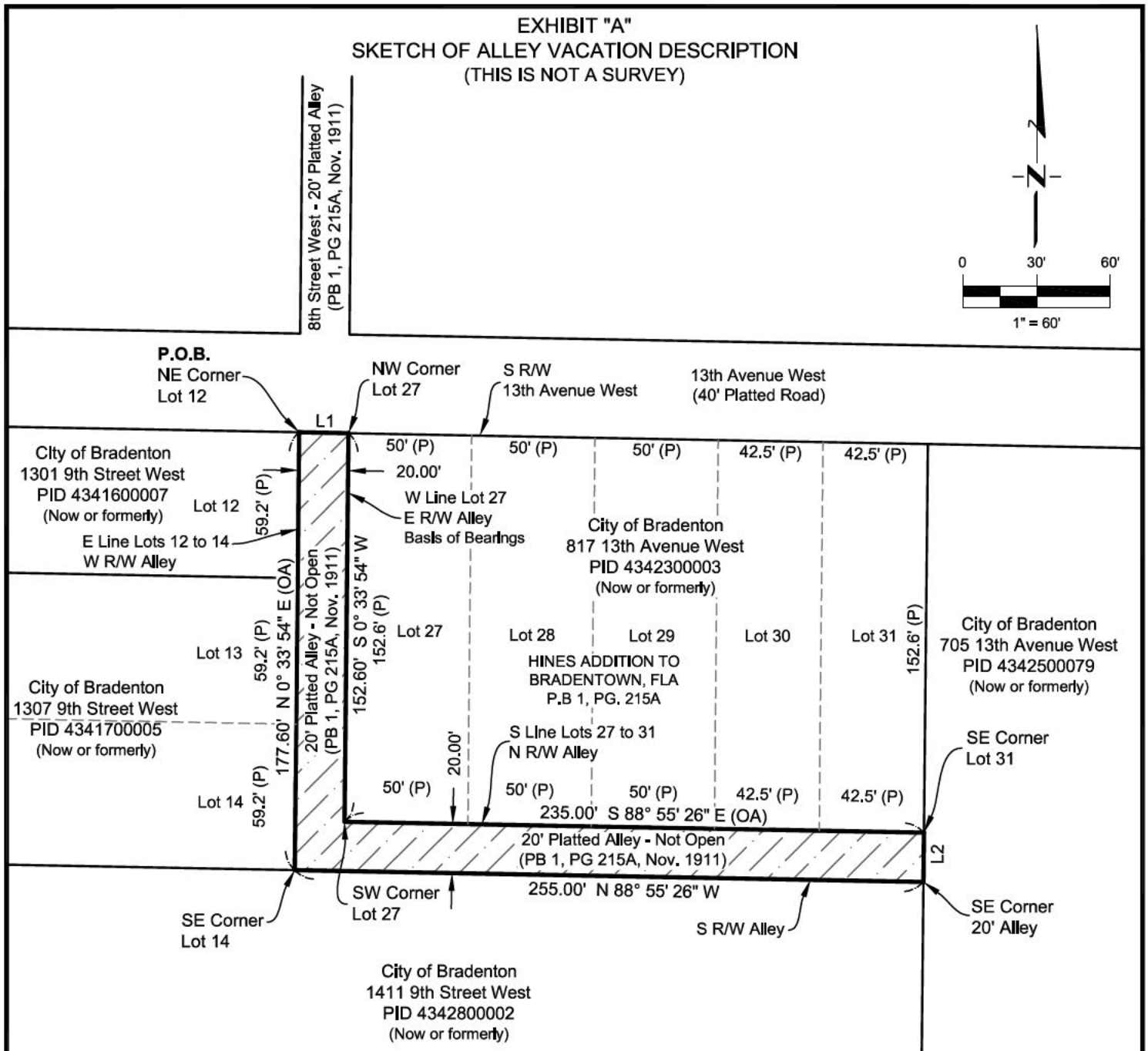
SHEET: 1 OF 2

SECTION 35
TOWNSHIP 34 SOUTH
RANGE 17 EAST

DRAW BY: DEC

DRAWING DATE: 04/25/202

EXHIBIT "A"
SKETCH OF ALLEY VACATION DESCRIPTION
(THIS IS NOT A SURVEY)



Surveyor's Notes:

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2) This description/sketch is **NOT** complete without Sheet 1 of 2.

3) See sheet 1 of 2 for additional notes

Line #	Bearing	Distance
L1	S 88° 55' 26" E	20.00'
L2	S 0° 33' 54" W	20.00'

CITY OF BRADENTON
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OA	=OVERALL DISTANCE	SW	=SOUTHWEST
R/W	=RIGHT-OF-WAY	SE	=SOUTHEAST
L#	=LINE NUMBER		
#	=NUMBER		

SCALE: 1" = 60'

SHEET: 2 OF 2

SECTION 35
TOWNSHIP 34 SOUTH
RANGE 17 EAST

DRAW BY: DEC

DRAWING DATE: 04/25/202

CITY OF BRADENTON

Public Works & Utilities
888 13th Ave E
Bradenton, Florida 34208
(941) 708-6300
www.cityofbradenton.com

April 25, 2025

Ray Vargas
Brian Garver
FPL

Electronic Delivery:
[redacted]

Dear Ray Vargas and/or Brian Garver

The City of Bradenton is advancing plans to vacate a 20 foot wide platted alley within the former City of Bradenton Public Works and Utilities complex, as illustrated in the attached maps and exhibits. This alley has been inactive and closed to public use for more than sixty years.

This vacation initiative is essential to our broader vision for community enhancement. By clearing the existing right of way, we can proceed with transforming the surrounding area into a vibrant new City Park complex at 1411 9th Street West in Bradenton.

We respectfully request your confirmation that this proposed vacation will not adversely impact your company's facilities or operations. Given our project timeline constraints, we would deeply appreciate your prompt response to this inquiry.

If we do not receive a letter of objection within sixty (60) calendar days from the date of this notice, we will proceed with the understanding that no conflicts exist regarding the planned vacation. Please direct any questions or correspondence to Corey Fortin, Policy, Planning, Procedures and Real Estate Administrator at corey.fortin@bradentonFL.gov, 941 932 9451.

Thank you for your valuable assistance and cooperation in this community development matter.

Best regards,

David E. Cronkhite, PSM
City Surveyor

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

9 ST W
10 ST W
17 AVE W
6 ST W
7 ST W
7 ST CT W
8 ST CT W
8 ST W
14 AVE DR W
15 AVE W
3 ST W

SKETCH OF ALLEY WITH AERIAL
(THIS IS NOT A SURVEY)



CITY OF BRADENTON
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The Friendly City

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SCALE: 1" = 60'

SHEET: 1 OF 1

SECTION 35
TOWNSHIP 34 SOUTH
RANGE 17 EAST

DRAW BY: DEC

DRAWING DATE: 04/25/202

EXHIBIT "A"
DESCRIPTION OF ALLEY VACATION
(THIS IS NOT A SURVEY)

Description:

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Containing 8,252 Square Feet, more or less.

Surveyor's Notes:

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2) This description/sketch is **NOT** complete without Sheet 2 of 2.
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04/25/2025

DAVID E. CRONKHITE, PSM — DATE
FLORIDA CERTIFICATE NO. 6078

DAVID E. CRONKHITE
CERTIFICATE
No. 6078
STATE OF FLORIDA
REGISTERD SURVEYOR & MAPPER

SCALE: 1" = 60'

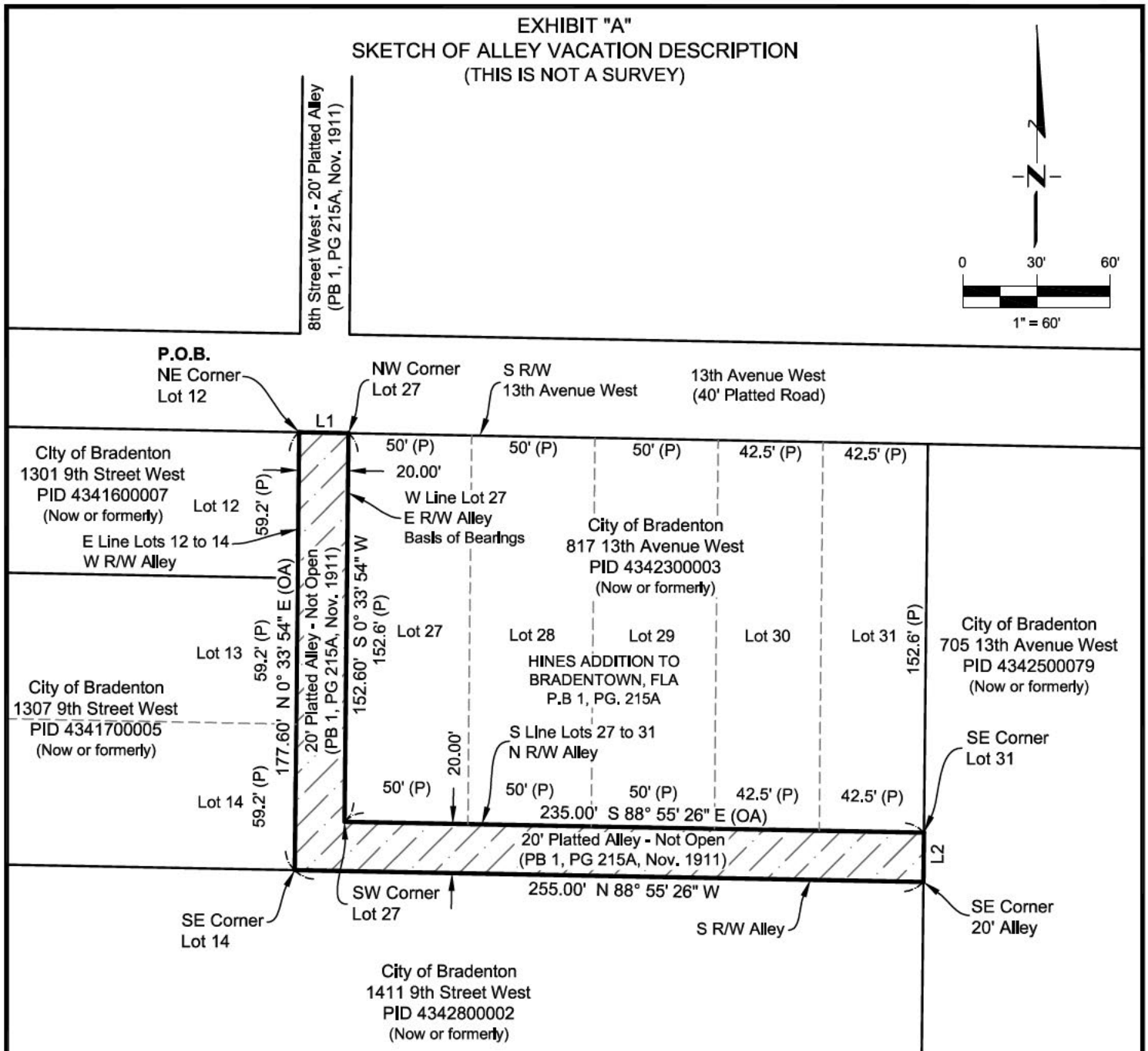
SHEET: 1 OF 2

SECTION 35
TOWNSHIP 34 SOUTH
RANGE 17 EAST

DRAW BY: DEC

DRAWING DATE: 04/25/202

EXHIBIT "A"
SKETCH OF ALLEY VACATION DESCRIPTION
(THIS IS NOT A SURVEY)



Surveyor's Notes:

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Line #	Bearing	Distance
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L2	S 0° 33' 54" W	20.00'

CITY OF BRADENTON
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PID	=PARCEL IDENTIFICATION	NE	=NORTHEAST
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R/W	=RIGHT-OF-WAY	SE	=SOUTHEAST
L#	=LINE NUMBER		
#	=NUMBER		

SCALE: 1" = 60'

SHEET: 2 OF 2

SECTION 35
TOWNSHIP 34 SOUTH
RANGE 17 EAST

DRAW BY: DEC

DRAWING DATE: 04/25/202

CITY OF BRADENTON

Public Works & Utilities
888 13th Ave E
Bradenton, Florida 34208
(941) 708-6300
www.cityofbradenton.com

April 25, 2025

Stephen Waidley
Frontier

[redacted]

Dear Stephen Waidley

The City of Bradenton is advancing plans to vacate a 20 foot wide platted alley within the former City of Bradenton Public Works and Utilities complex, as illustrated in the attached maps and exhibits. This alley has been inactive and closed to public use for more than sixty years.

This vacation initiative is essential to our broader vision for community enhancement. By clearing the existing right of way, we can proceed with transforming the surrounding area into a vibrant new City Park complex at 1411 9th Street West in Bradenton.

We respectfully request your confirmation that this proposed vacation will not adversely impact your company's facilities or operations. Given our project timeline constraints, we would deeply appreciate your prompt response to this inquiry.

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Thank you for your valuable assistance and cooperation in this community development matter.

Best regards,

David E. Cronkhite, PSM
City Surveyor

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

9 ST W
10 ST W
17 AVE W
6 ST W
7 ST W
7 ST CT W
8 ST CT W
8 ST W
14 AVE DR W
15 AVE W
3 ST W

SKETCH OF ALLEY WITH AERIAL
(THIS IS NOT A SURVEY)



CITY OF BRADENTON
PUBLIC WORKS & UTILITIES
SURVEY & MAPPING

bradenton
The Friendly City

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SCALE: 1" = 60'

SHEET: 1 OF 1

SECTION 35
TOWNSHIP 34 SOUTH
RANGE 17 EAST

DRAW BY: DEC

DRAWING DATE: 04/25/202

EXHIBIT "A"
DESCRIPTION OF ALLEY VACATION
(THIS IS NOT A SURVEY)

Description:

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PUBLIC WORKS & UTILITIES
SURVEY & MAPPING
bradenton
The Friendly City
888 13th AVENUE EAST
BRADENTON, FLORIDA 34208
(941) 708-6300

04/25/2025

DAVID E. CRONKHITE, PSM — DATE
FLORIDA CERTIFICATE NO. 6078

DAVID E. CRONKHITE
CERTIFICATE
No. 6078
STATE OF FLORIDA
REGISTERD SURVEYOR & MAPPER

SCALE: 1" = 60'

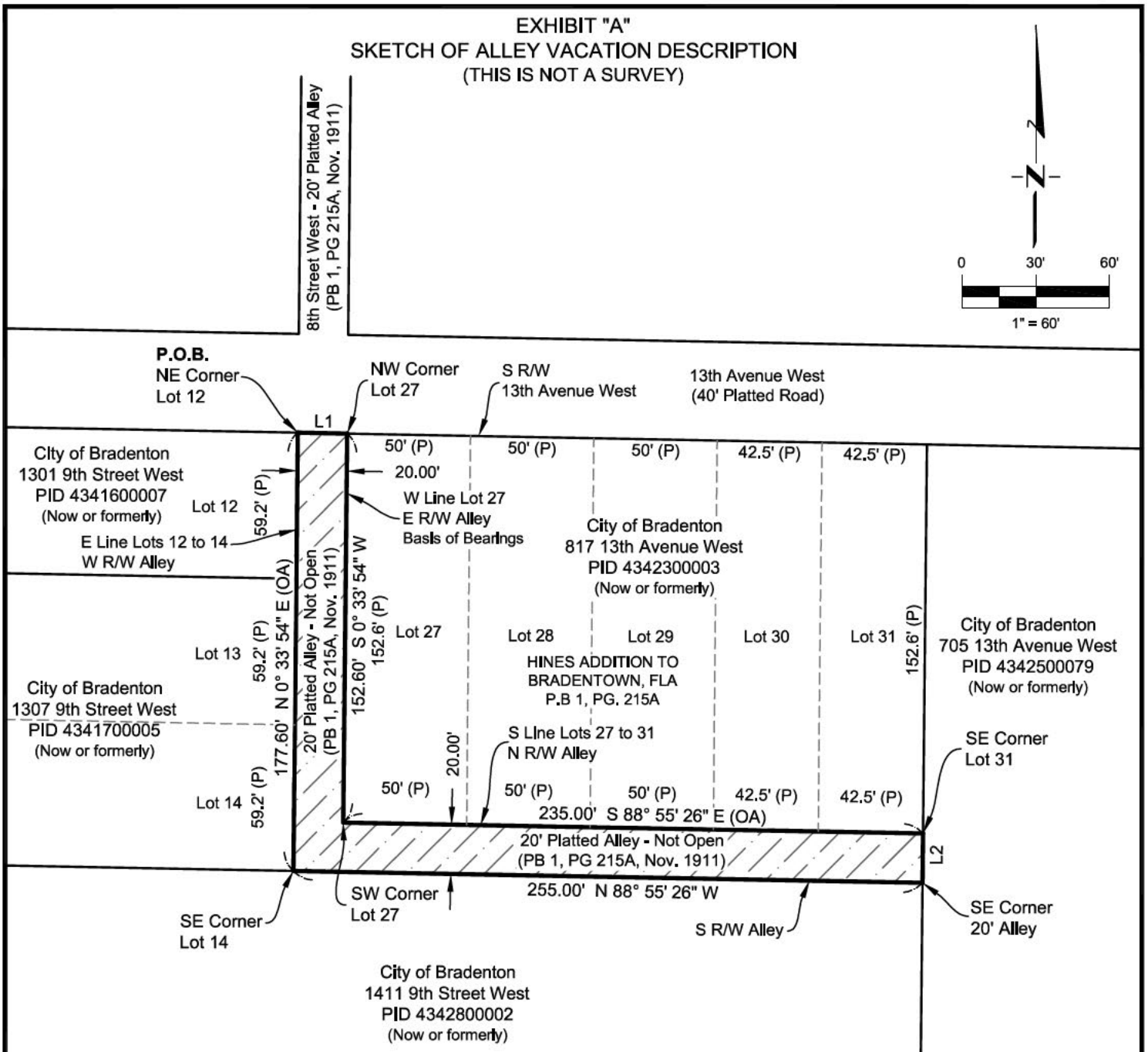
SHEET: 1 OF 2

SECTION 35
TOWNSHIP 34 SOUTH
RANGE 17 EAST

DRAW BY: DEC

DRAWING DATE: 04/25/202

EXHIBIT "A"
SKETCH OF ALLEY VACATION DESCRIPTION
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CITY OF BRADENTON
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L#	=LINE NUMBER		
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SCALE: 1" = 60'

SHEET: 2 OF 2

SECTION 35
TOWNSHIP 34 SOUTH
RANGE 17 EAST

DRAW BY: DEC

DRAWING DATE: 04/25/202

CITY OF BRADENTON

Public Works & Utilities
888 13th Ave E
Bradenton, Florida 34208
(941) 708-6300
www.cityofbradenton.com

April 25, 2025

David McClintock
Jamie Fones
Peace River Electric Cooperative

[redacted]

Dear David McClintock and/or Jamie Fones

The City of Bradenton is advancing plans to vacate a 20 foot wide platted alley within the former City of Bradenton Public Works and Utilities complex, as illustrated in the attached maps and exhibits. This alley has been inactive and closed to public use for more than sixty years.

This vacation initiative is essential to our broader vision for community enhancement. By clearing the existing right of way, we can proceed with transforming the surrounding area into a vibrant new City Park complex at 1411 9th Street West in Bradenton.

We respectfully request your confirmation that this proposed vacation will not adversely impact your company's facilities or operations. Given our project timeline constraints, we would deeply appreciate your prompt response to this inquiry.

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Thank you for your valuable assistance and cooperation in this community development matter.

Best regards,

David E. Cronkhite, PSM
City Surveyor

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

9 ST W
10 ST W
8 ST W
8 ST CT W
7 ST CT W
7 ST W
6 ST W
17 AVE W
14 AVE DR W
15 AVE W
13 AV
16 A
3 ST W

SKETCH OF ALLEY WITH AERIAL
(THIS IS NOT A SURVEY)



CITY OF BRADENTON
PUBLIC WORKS & UTILITIES
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The Friendly City

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SCALE: 1" = 60'

SHEET: 1 OF 1

SECTION 35
TOWNSHIP 34 SOUTH
RANGE 17 EAST

DRAW BY: DEC

DRAWING DATE: 04/25/202

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04/25/2025

DAVID E. CRONKHITE, PSM — DATE
FLORIDA CERTIFICATE NO. 6078

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CERTIFICATE
No. 6078
STATE OF FLORIDA
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SCALE: 1" = 60'

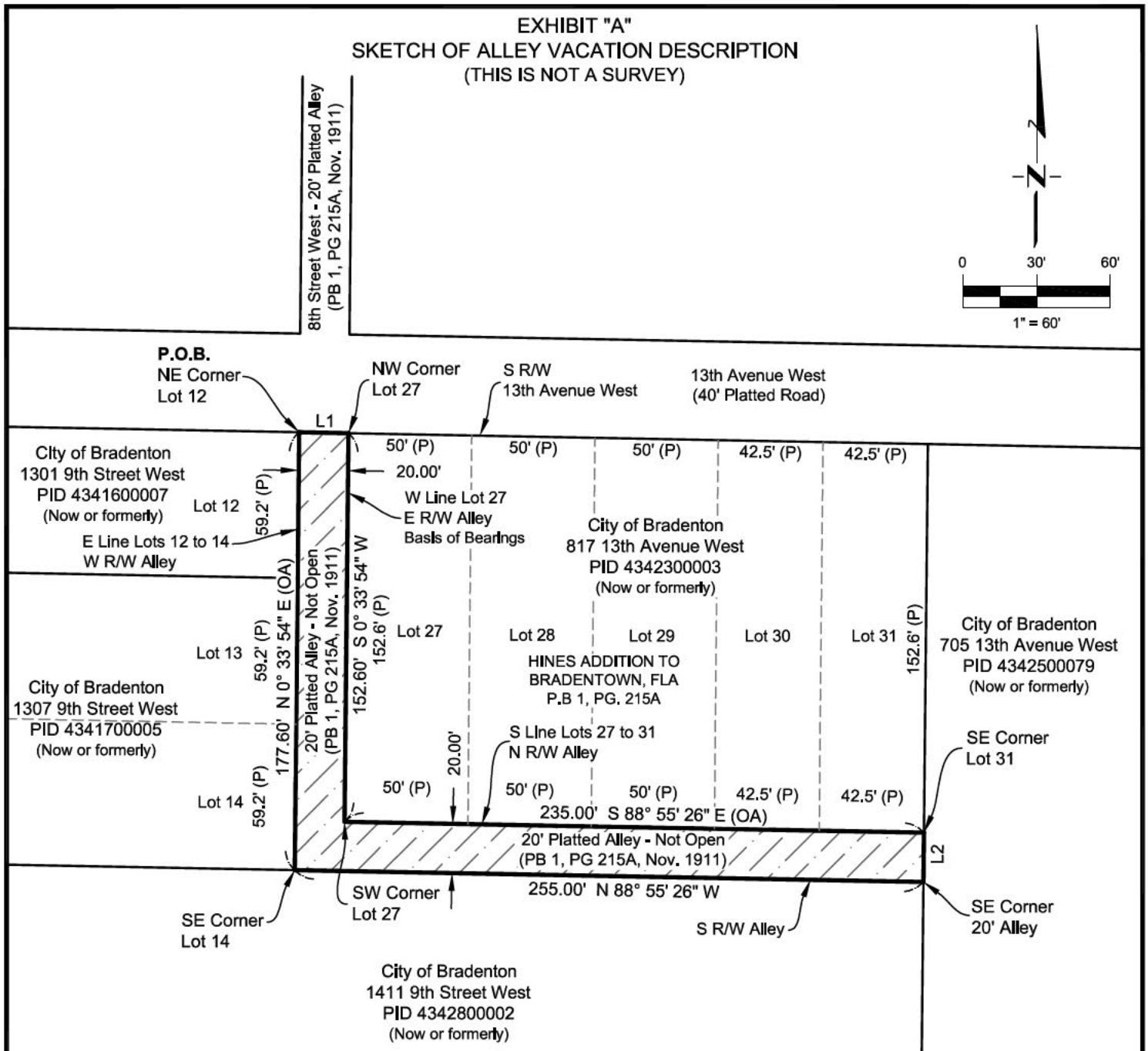
SHEET: 1 OF 2

SECTION 35
TOWNSHIP 34 SOUTH
RANGE 17 EAST

DRAW BY: DEC

DRAWING DATE: 04/25/202

EXHIBIT "A"
SKETCH OF ALLEY VACATION DESCRIPTION
(THIS IS NOT A SURVEY)



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SHEET: 2 OF 2

SECTION 35
TOWNSHIP 34 SOUTH
RANGE 17 EAST

DRAW BY: DEC

DRAWING DATE: 04/25/202

CITY OF BRADENTON

Public Works & Utilities
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Bradenton, Florida 34208
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www.cityofbradenton.com

April 25, 2025

Alex McFarlane
TECO

[redacted]

Dear Alex McFarlane

The City of Bradenton is advancing plans to vacate a 20 foot wide platted alley within the former City of Bradenton Public Works and Utilities complex, as illustrated in the attached maps and exhibits. This alley has been inactive and closed to public use for more than sixty years.

This vacation initiative is essential to our broader vision for community enhancement. By clearing the existing right of way, we can proceed with transforming the surrounding area into a vibrant new City Park complex at 1411 9th Street West in Bradenton.

We respectfully request your confirmation that this proposed vacation will not adversely impact your company's facilities or operations. Given our project timeline constraints, we would deeply appreciate your prompt response to this inquiry.

If we do not receive a letter of objection within sixty (60) calendar days from the date of this notice, we will proceed with the understanding that no conflicts exist regarding the planned vacation. Please direct any questions or correspondence to Corey Fortin, Policy, Planning, Procedures and Real Estate Administrator at corey.fortin@bradentonFL.gov, 941 932 9451.

Thank you for your valuable assistance and cooperation in this community development matter.

Best regards,

David E. Cronkhite, PSM
City Surveyor

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

9 ST W
10 ST W
17 AVE W
8 ST W
8 ST CT W
7 ST CT W
7 ST W
6 ST W
14 AVE DR W
15 AVE W
3 ST W

SKETCH OF ALLEY WITH AERIAL
(THIS IS NOT A SURVEY)



CITY OF BRADENTON
PUBLIC WORKS & UTILITIES
SURVEY & MAPPING

bradenton
The Friendly City

888 13th AVENUE EAST
BRADENTON, FLORIDA 34208
(941) 708-6300

SCALE: 1" = 60'

SHEET: 1 OF 1

SECTION 35
TOWNSHIP 34 SOUTH
RANGE 17 EAST

DRAW BY: DEC

DRAWING DATE: 04/25/202

EXHIBIT "A"
DESCRIPTION OF ALLEY VACATION
(THIS IS NOT A SURVEY)

Description:

A 20-foot wide platted alley lying between of Lots 12 through 14 on the West and Lot 27 on the East, and South of Lots 27 through 31 on the North, HINES ADDITION TO BRADENTOWN, FLA, according to the Plat thereof as recorded in Plat Book 1, Page 215A, of the Public Records of Manatee County, Florida, and being more particularly described as:

BEGIN at the at the northeast corner of Lot 12 of said HINES ADDITION TO BRADENTOWN, FLA; thence S 88° 55' 26" E, along the south right-of-way line of 13th Avenue West, a distance of 20.00 feet to the northwest corner of Lot 27; thence S 0° 33' 34" W, along the west line of said Lot 27 and the east right-of-way line of the said alley, a distance of 152.60 feet to the southwest corner of said Lot 27; thence S 88° 55' 26" E, along the south line of Lots 27 through 31 and the north right-of-way line of the said alley, a distance of 235.00 feet to the southeast corner of said Lot 31; thence S 0° 33' 34" W, a distance of 20.00 feet to the southeast corner of the said alley; thence N 88° 55' 26" W, along the south right-of-way line of the said alley, a distance of 255.00 feet to the southeast corner of Lot 14; thence N 0° 33' 34" E, along the east line of Lots 12 through 14 and the west right-of-way line of the said alley, a distance of 177.60 feet to the northeast corner of said Lot 12 and the POINT OF BEGINNING. Being in Section 35, Township 34 South, Range 17 East.

Containing 8,252 Square Feet, more or less.

Surveyor's Notes:

1) This is a description/sketch and **NOT** a boundary survey.
2) This description/sketch is **NOT** complete without Sheet 2 of 2.
3) Bearing are based on the West line of Lot 27 being N0° 33' 54"E, referenced to the State Plane Coordinate System, Florida West Zone, North American Datum of 1983 (NAD83), Adjustment of 2011(epoch 2010.00).
4) Distances are in U.S. Survey Feet and expressed in feet and decimal parts thereof.
5) Subject to easements, dedications and restrictions of record. No title commitment was provided to this Surveyor.
6) This description/sketch meets the requirements of Chapter 5J-17, Florida Administrative Code, as it pertains to descriptions/sketch to accompany description.
7) Any additions or deletions to this description/sketch by others than the signing party without written consent of the signing party is prohibited.
8) Not valid without the original signature and seal of a Florida Licensed Surveyor and Mapper.

CITY OF BRADENTON
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04/25/2025

DAVID E. CRONKHITE, PSM — DATE
FLORIDA CERTIFICATE NO. 6078

DAVID E. CRONKHITE
CERTIFICATE
No. 6078
STATE OF FLORIDA
REGISTERD SURVEYOR & MAPPER

SCALE: 1" = 60'

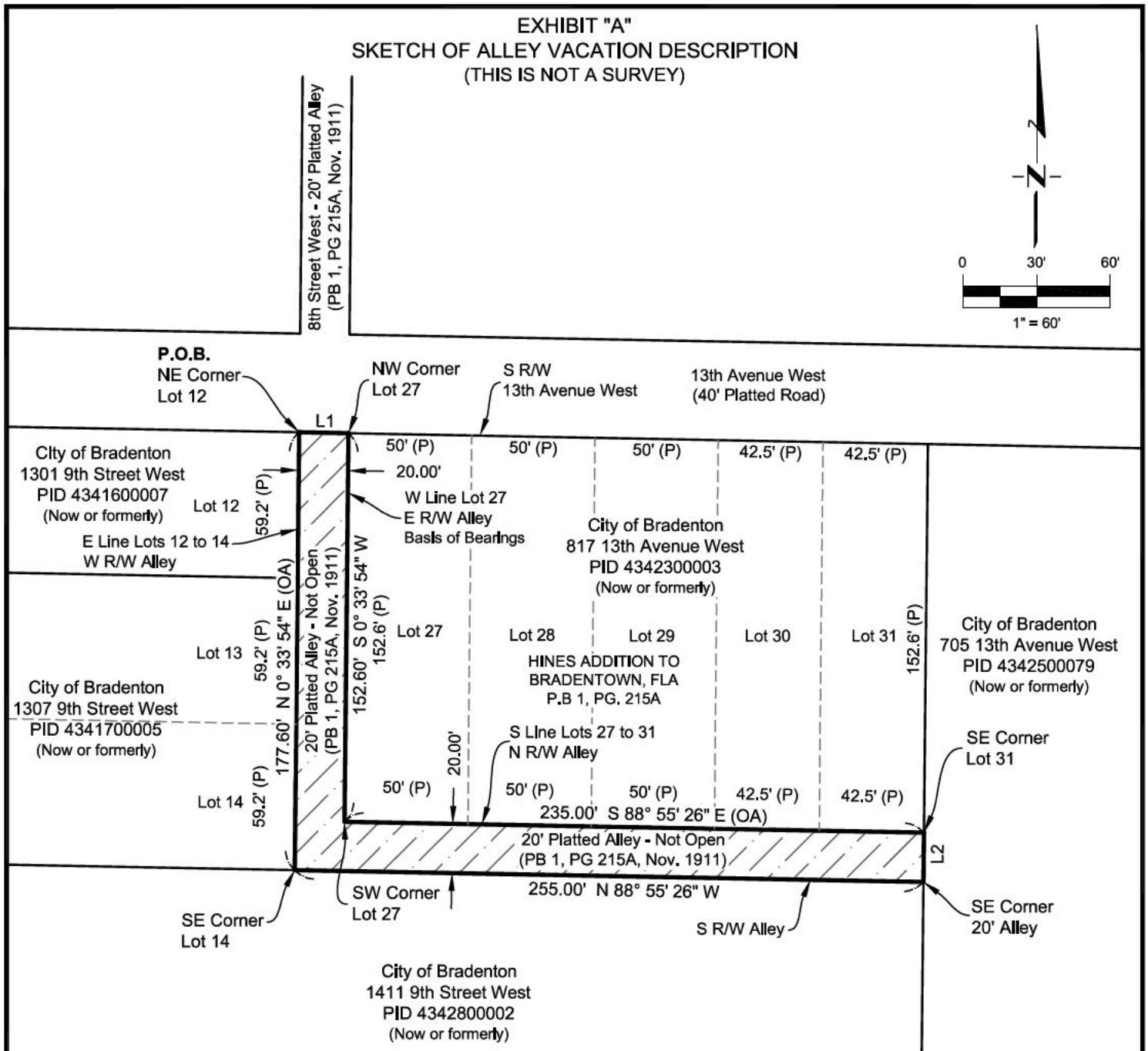
SHEET: 1 OF 2

SECTION 35
TOWNSHIP 34 SOUTH
RANGE 17 EAST

DRAW BY: DEC

DRAWING DATE: 04/25/202

EXHIBIT "A"
SKETCH OF ALLEY VACATION DESCRIPTION
(THIS IS NOT A SURVEY)



Surveyor's Notes:

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3) See sheet 1 of 2 for additional notes

Line #	Bearing	Distance
L1	S 88° 55' 26" E	20.00'
L2	S 0° 33' 54" W	20.00'

CITY OF BRADENTON
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P.B.	=PLAT BOOK	E	=EAST
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OA	=OVERALL DISTANCE	SW	=SOUTHWEST
R/W	=RIGHT-OF-WAY	SE	=SOUTHEAST
L#	=LINE NUMBER		
#	=NUMBER		

SCALE: 1" = 60'

SHEET: 2 OF 2

SECTION 35
TOWNSHIP 34 SOUTH
RANGE 17 EAST

DRAW BY: DEC

DRAWING DATE: 04/25/202

Irvin B. Lee P.E., Director

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

4/15/2026

Corey Fortin
City of Bradenton
101 Old Main Street
Bradenton, FL 34205

RE: Request to Vacate
Alley for City Park
Letter of No Objection

Dear Ms. Fortin:

The City of Bradenton, Department of Public Works and Utilities, is in receipt of your Request to Vacate a 20-foot-wide alley located between properties located at 705 13th Avenue West, 817 13th Avenue West, 1301 9th Street West, 1307 9th Street West and 1411 9th Street West in Bradenton, parcel identification numbers (PID's) 4342500079, 4342300003, 4341600007, 4341700005, and 4342800002. The proposed vacation is approximately 8,252 sq. ft. or 0.1894 acres in size. The specific alley right-of-way (ROW) to be vacated is shown on the attached sketch, with corresponding survey/legal descriptions for the portion of the alley to be vacated.

We have reviewed our utility maps and other related records related to this area and found that the City of Bradenton does not have any current or proposed utilities within the existing easement. Accordingly, the City of Bradenton, Department of Public Works and Utilities, has no objection to the vacation and does hereby acknowledge the consent to vacate the alley ROW described.

Sincerely,

Irvin B. Lee, P.E

Cc: Rob Perry, City Administrator
Corey Fortin, Office of Policy, Procedure, and Real Property
Irvin Lee, PE, Director of Public Works and Utilities
Robin Singer, Director of Planning and Community Development

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

outlook-icon Outlook

[EXTERNAL] RE: Request for Utility Review – Proposed Alley Vacation at Former City of Bradenton Public Works Site – 1411 9th Street West

From Murphy, Kevin <kevin_murphy4@comcast.com>
Date Tue 4/29/2025 8:14 AM
To David Cronkhite <David.Cronkhite@bradentonFL.gov>
Cc Corey Fortin <Corey.Fortin@bradentonFL.gov>; Kim Clayback <Kim.Clayback@bradentonFL.gov>

1 attachment (1 MB)
Letter Alley Vacation Old PW 1411 9th St W - Comcast.pdf;

[EXTERNAL EMAIL] 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 morning,

Comcast has no objection to the vacation of the 20-foot-wide platted alley within the former City of Bradenton Public Works and Utilities complex located at 1411 9th Street West in Bradenton.

Thank you.

Kevin Murphy
COMCAST
Construction & Relocations
Phone: 941.356.1489
Email: kevin_murphy4@comcast.com
5205 Fruitville Rd, Sarasota, FL 34232

From: David Cronkhite <David.Cronkhite@bradentonFL.gov>
Sent: Tuesday, April 29, 2025 7:53 AM
To: Murphy, Kevin <kevin_murphy4@comcast.com>
Cc: Corey Fortin <Corey.Fortin@bradentonFL.gov>; Kim Clayback <Kim.Clayback@bradentonFL.gov>
Subject: [EXTERNAL] Request for Utility Review – Proposed Alley Vacation at Former City of Bradenton Public Works Site – 1411 9th Street West

I hope this message finds you well.

Attached for your review is a letter requesting your input regarding utilities located within a platted alley at the former City of Bradenton Public Works site. This alley has not been open or maintained for public use for over 60 years and is proposed to be vacated.

For your reference, we have also included the following supporting documents:

- A neighborhood map
- A legal description with a corresponding sketch
- A sketch overlaid on an aerial image of the site

We kindly ask that you review the materials and provide any comments regarding existing or planned utilities within the alley area. Your feedback is important to ensure that all considerations are addressed prior to proceeding with the vacation process.

Please feel free to reach out if you have any questions or need additional information.

Thank you in advance for your time and assistance.



David E. Cronkhite, P.S.M.

City Surveyor

Florida Professional Surveyor & Mapper

941-462-1984

941-290-9281

888 13th Avenue East, Bradenton, FL 34208

BradentonFL.gov

Florida has a very broad Public Records Law. This agency is a public entity and is subject to Chapter 119 of the Florida Statutes, concerning public records. E-mail communications are covered under such laws & therefore e-mail sent or received on this entity's computer system, including your e-mail address, may be disclosed to the public or media upon request.

The City of Bradenton shall not be held liable for use of ANY map or drawing attachment, which is provided as a public service for informational purposes. PLEASE NOTE that this information is NOT intended to be used as an authoritative public record for any geographic location, or as a legal document and shall have no legal force or effect. The City of Bradenton makes reasonable efforts to provide that data sent as an attachment is virus free, however the City of Bradenton assumes no responsibility for damages caused by the downloading or installation of this data. In addition certain individuals or entities may have proprietary interests in such data and the use of it without such parties' consent may be prohibited. Viewing or Use of the data indicates that user accepts the above conditions.

outlook-icon Outlook

[EXTERNAL] RE: Request for Utility Review – Proposed Alley Vacation at Former City of Bradenton Public Works Site – 1411 9th Street West

From Vargas, Ray [redacted]
Date Tue 4/29/2025 11:06 AM
To David Cronkhite <David.Cronkhite@bradentonFL.gov>; Garver, Brian [redacted]
Cc Corey Fortin <Corey.Fortin@bradentonFL.gov>; Kim Clayback <Kim.Clayback@bradentonFL.gov>

[EXTERNAL EMAIL] 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.

FPL does not see any conflicts and provides no objection to this vacation.

Ray Vargas
Engineering Lead
Clark / Whitfield / Venice Service Centers
5657 McIntosh Rd,
Sarasota, FL 34233
Office: 941-927-4262 Cell: 941-266-3118
Email: [redacted]

*Visit the **FPL Project Portal** by visiting the link below to manage your FPL Residential and Commercial construction projects. Get information on construction services and project types, apply for your construction project, track project milestones, manage your project team and more.*



From: David Cronkhite <David.Cronkhite@bradentonFL.gov>
Sent: Tuesday, April 29, 2025 5:07 AM
To: Vargas, Ray [redacted]
Cc: Corey Fortin <Corey.Fortin@bradentonFL.gov>; Kim Clayback <Kim.Clayback@bradentonFL.gov>
Subject: Request for Utility Review – Proposed Alley Vacation at Former City of Bradenton Public Works Site – 1411 9th Street West

I hope this message finds you well.

Attached for your review is a letter requesting your input regarding utilities located within a platted alley at the former City of Bradenton Public Works site. This alley has not been open or maintained for public use for over 60 years and is proposed to be vacated.

For your reference, we have also included the following supporting documents:

- A neighborhood map
- A legal description with a corresponding sketch
- A sketch overlaid on an aerial image of the site

We kindly ask that you review the materials and provide any comments regarding existing or planned utilities within the alley area. Your feedback is important to ensure that all considerations are addressed prior to proceeding with the vacation process.

Please feel free to reach out if you have any questions or need additional information.

Thank you in advance for your time and assistance.

bradenton
The Friendly City

David E. Cronkhite, P.S.M.
City Surveyor
Florida Professional Surveyor & Mapper
941-462-1984
941-290-9281
888 13th Avenue East, Bradenton, FL 34208
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FRONTIER
2185 Range Rd
Clearwater, FL 33765
(941) 266-9218
[redacted]

4/29/2025

Attn: David E. Cronkhite, P.E.
City Surveyor
City of Bradenton
888 13th Ave E
Bradenton, FL 34208

RE: Vacation of 20' Wide Platted Alley – 1411 9th St W, Bradenton, FL

Dear Mr. Cronkhite,

☐ Our records do not indicate that there are Frontier facilities in the area of the Plat request as per the attachment provided.

☑ Frontier has no objection to the above referenced request as per the attachment.

☐ Frontier has facilities within the proposed vacate area. A recordable non-exclusive Easement in favor of Frontier will be required for Frontier facilities to remain in the proposed vacated R.O.W.

☐ Frontier has facilities in the area, which may be in conflict with your proposed construction plans. Please contact Sunshine 811 by dialing 811, 2 full business days prior to the start of your work to have these facilities located for you. Please take all necessary precautions to protect and avoid damage of these facilities during your construction.

☐ Frontier has facilities in the area, which may be in conflict with your proposed construction plans. Please send a set of construction plans and references to the Frontier Engineering Department with regards to the above project.

☐ Frontier has facilities in the area of your proposed construction. Prepayment is required to markup a set of construction plans in order to confirm and accurately depict Frontier facilities. There will also be a reimbursement of all costs required for relocation/adjustments of Frontier facilities needed to accommodate the proposed construction project.

Please call me if you have any questions or need any additional information at (941) 266-9218.

Sincerely,

Stephen Waidley

Stephen Waidley
Frontier Florida LLC
Regional Rights of Way & Municipal Affairs Manager

CITY OF BRADENTON

Public Works & Utilities
888 13th Ave E
Bradenton, Florida 34208
(941) 708-6300
www.cityofbradenton.com

April 25, 2025

Stephen Waidley
Frontier

[redacted]

Dear Stephen Waidley

The City of Bradenton is advancing plans to vacate a 20 foot wide platted alley within the former City of Bradenton Public Works and Utilities complex, as illustrated in the attached maps and exhibits. This alley has been inactive and closed to public use for more than sixty years.

This vacation initiative is essential to our broader vision for community enhancement. By clearing the existing right of way, we can proceed with transforming the surrounding area into a vibrant new City Park complex at 1411 9th Street West in Bradenton.

We respectfully request your confirmation that this proposed vacation will not adversely impact your company's facilities or operations. Given our project timeline constraints, we would deeply appreciate your prompt response to this inquiry.

If we do not receive a letter of objection within sixty (60) calendar days from the date of this notice, we will proceed with the understanding that no conflicts exist regarding the planned vacation. Please direct any questions or correspondence to Corey Fortin, Policy, Planning, Procedures and Real Estate Administrator at corey.fortin@bradentonFL.gov, 941 932 9451.

Thank you for your valuable assistance and cooperation in this community development matter.

Best regards,

David E. Cronkhite, PSM
City Surveyor

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

9 ST W
10 ST W
17 AVE W
6 ST W
7 ST W
7 ST CT W
8 ST CT W
8 ST W
14 AVE DR W
15 AVE W
3 ST W

SKETCH OF ALLEY WITH AERIAL
(THIS IS NOT A SURVEY)



CITY OF BRADENTON
PUBLIC WORKS & UTILITIES
SURVEY & MAPPING

bradenton
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(941) 708-6300

SCALE: 1" = 60'

SHEET: 1 OF 1

SECTION 35
TOWNSHIP 34 SOUTH
RANGE 17 EAST

DRAW BY: DEC

DRAWING DATE: 04/25/202

EXHIBIT "A"
DESCRIPTION OF ALLEY VACATION
(THIS IS NOT A SURVEY)

Description:

A 20-foot wide platted alley lying between of Lots 12 through 14 on the West and Lot 27 on the East, and South of Lots 27 through 31 on the North, HINES ADDITION TO BRADENTOWN, FLA, according to the Plat thereof as recorded in Plat Book 1, Page 215A, of the Public Records of Manatee County, Florida, and being more particularly described as:

BEGIN at the at the northeast corner of Lot 12 of said HINES ADDITION TO BRADENTOWN, FLA; thence S 88° 55' 26" E, along the south right-of-way line of 13th Avenue West, a distance of 20.00 feet to the northwest corner of Lot 27; thence S 0° 33' 34" W, along the west line of said Lot 27 and the east right-of-way line of the said alley, a distance of 152.60 feet to the southwest corner of said Lot 27; thence S 88° 55' 26" E, along the south line of Lots 27 through 31 and the north right-of-way line of the said alley, a distance of 235.00 feet to the southeast corner of said Lot 31; thence S 0° 33' 34" W, a distance of 20.00 feet to the southeast corner of the said alley; thence N 88° 55' 26" W, along the south right-of-way line of the said alley, a distance of 255.00 feet to the southeast corner of Lot 14; thence N 0° 33' 34" E, along the east line of Lots 12 through 14 and the west right-of-way line of the said alley, a distance of 177.60 feet to the northeast corner of said Lot 12 and the POINT OF BEGINNING. Being in Section 35, Township 34 South, Range 17 East.

Containing 8,252 Square Feet, more or less.

Surveyor's Notes:

1) This is a description/sketch and **NOT** a boundary survey.
2) This description/sketch is **NOT** complete without Sheet 2 of 2.
3) Bearing are based on the West line of Lot 27 being N0° 33' 54"E, referenced to the State Plane Coordinate System, Florida West Zone, North American Datum of 1983 (NAD83), Adjustment of 2011(epoch 2010.00).
4) Distances are in U.S. Survey Feet and expressed in feet and decimal parts thereof.
5) Subject to easements, dedications and restrictions of record. No title commitment was provided to this Surveyor.
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04/25/2025

DAVID E. CRONKHITE, PSM — DATE
FLORIDA CERTIFICATE NO. 6078

DAVID E. CRONKHITE
CERTIFICATE
No. 6078
STATE OF FLORIDA
REGISTERD SURVEYOR & MAPPER

SCALE: 1" = 60'

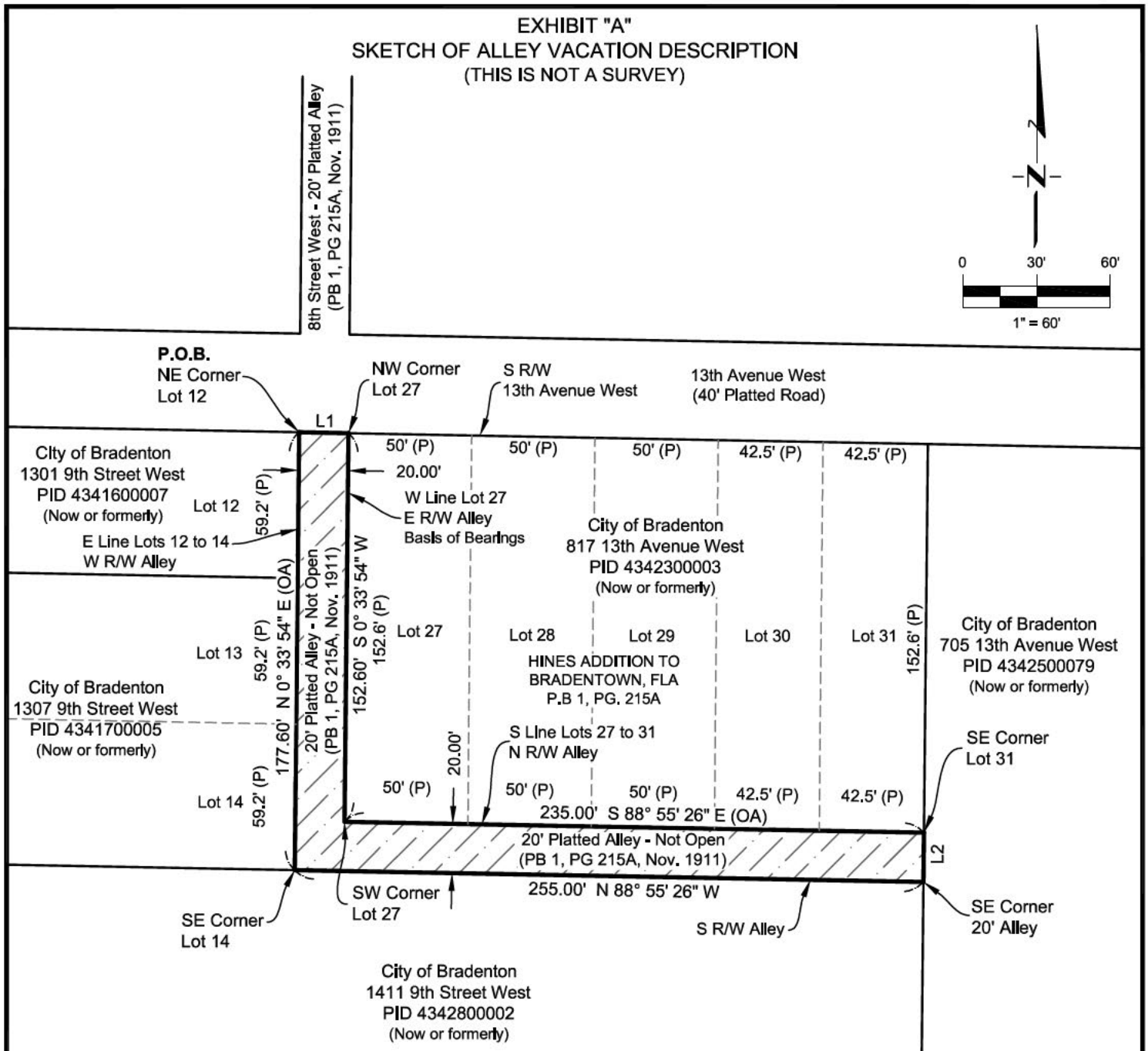
SHEET: 1 OF 2

SECTION 35
TOWNSHIP 34 SOUTH
RANGE 17 EAST

DRAW BY: DEC

DRAWING DATE: 04/25/202

EXHIBIT "A"
SKETCH OF ALLEY VACATION DESCRIPTION
(THIS IS NOT A SURVEY)



Surveyor's Notes:

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Line #	Bearing	Distance
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SCALE: 1" = 60'

SHEET: 2 OF 2

SECTION 35
TOWNSHIP 34 SOUTH
RANGE 17 EAST

DRAW BY: DEC

DRAWING DATE: 04/25/202

JURISDICTIONAL REVIEW RESPONSE FOR VACATION APPLICATION

Application to Vacate a *platted Right-of-Way located*

Please check your response below and add your comments (attach as many additional pages as necessary):

(●) I have ***NO OBJECTION*** to the vacation application.

( ) I ***OBJECT*** to the vacation application.

COMMENTS:

Spectrum fiber that was servicing the old City of Bradenton Public Works is no longer in use. Buildings demolished.

If the following ***CONDITIONAL*** requirements (e.g., Comprehensive Plan objectives, Code issues, easements, etc.) are satisfied, I withdraw my objection:

Property was inspected in the course of completing the review. ☑ Yes ☐ No

Reviewer Name: _____ **Date Reviewed:** 05/13/2025

Organization/Company: Spectrum

Department: Construction **Division:** West Central FL

Phone/Extension: 9417375159 **Email:** [redacted]



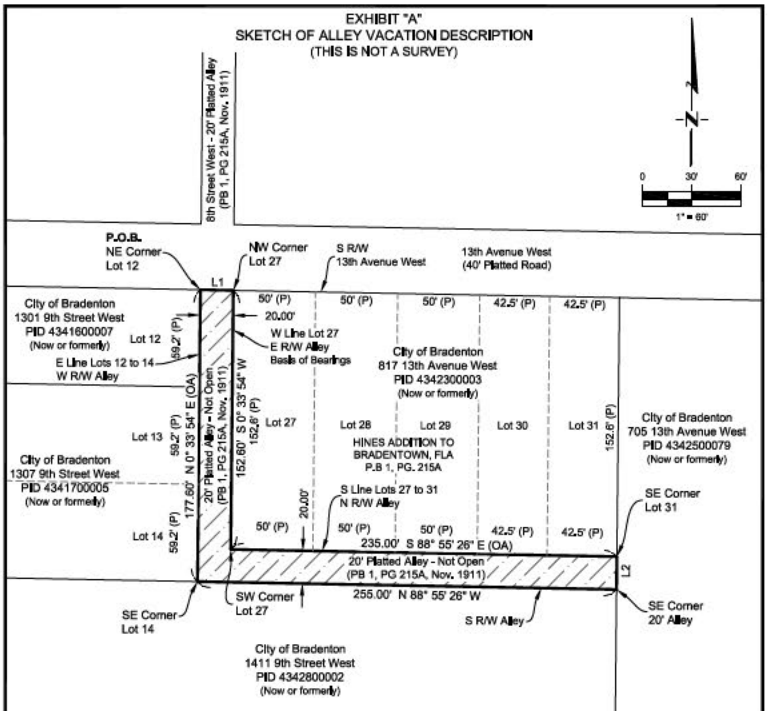
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SKETCH OF ALLEY VACATION DESCRIPTION
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SE = SOUTHEAST

SCALE: 1" = 60'
SHEET: 2 OF 2
SECTION 35
TOWNSHIP: 34 S
RANGE: 17 E
DRAW BY: D
DRAWING DATE: 04/25/2025

City Council
August 26, 2026

Case: PLN-EVA-26-0001
Ordinance: 4080

Request to vacate an inactive 20-foot platted alley located southeast of the intersection of 9th Street West, and 13th Avenue West

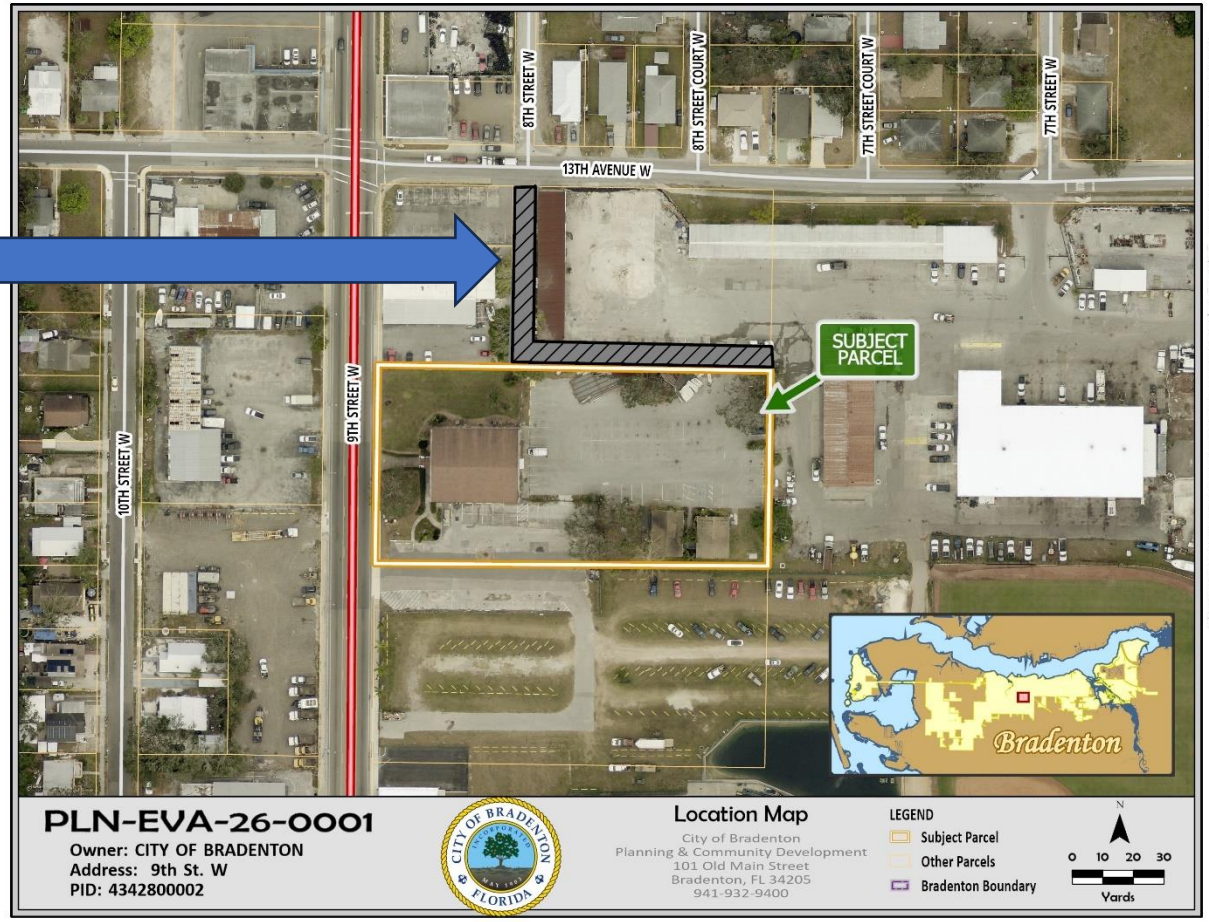
Staff Contact: Jake Arjona, City Planner

Case Information

- Applicant: City of Bradenton
- Address: 1511 9th Street West
- Parcel ID No: 4342800002
- Acreage: 0.189 acres
- Current Zoning: T4-O (General Urban Open)
- FLUM Zoning: UV (Urban Village)
- Flood Zone: X
- Existing Use: Unused platted alley
- Purpose: Vacate an unused 20-foot platted alley to allow for construction of City Park

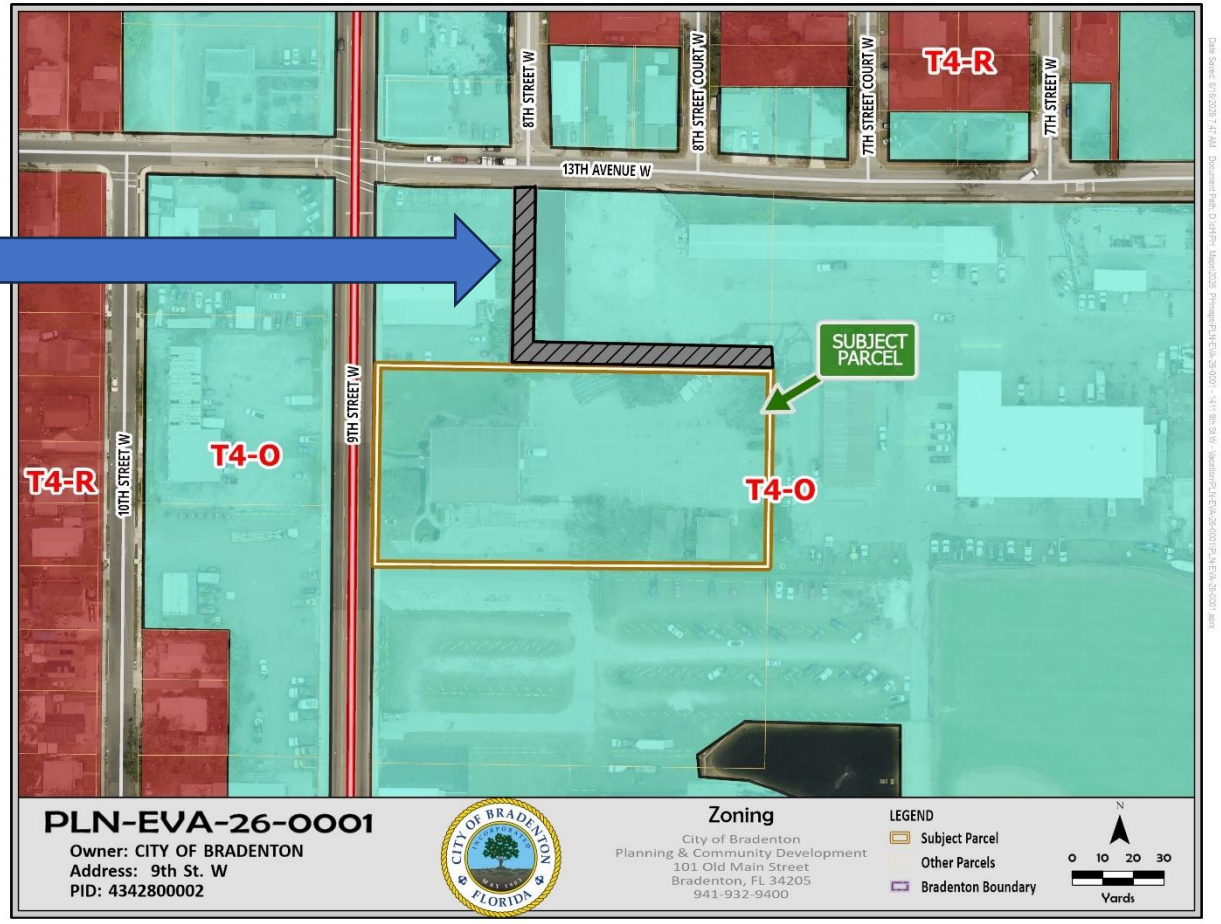
Location Map

Alley to be vacated



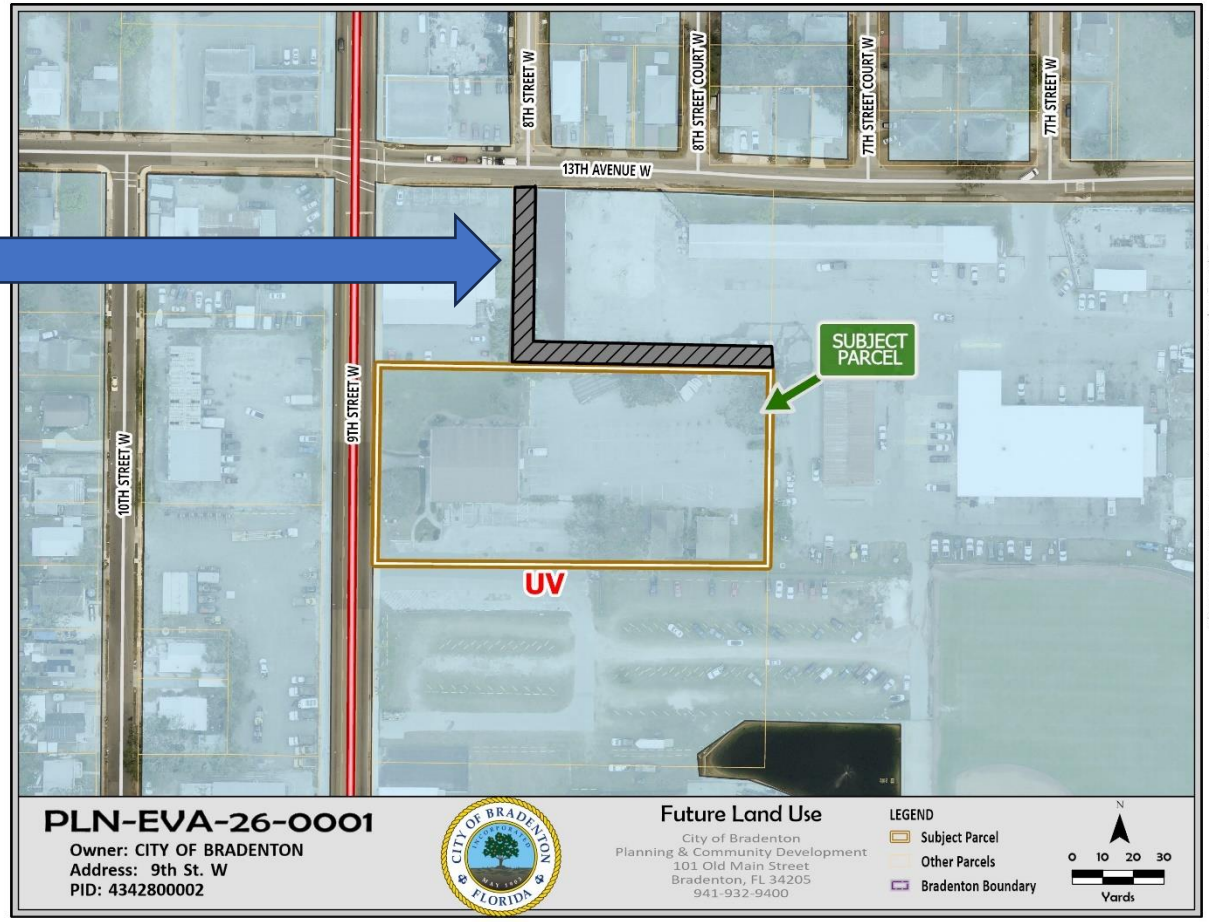
Zoning Map

Alley to be vacated



Future Land Use Map

Alley to be vacated



Proposed Request

- The proposed vacation is approximately 8,252 sq. ft. or 0.189 acres in size.
  - Subject alley has been inactive and closed to public use for more than sixty years.
- The applicant is requesting the vacation to clean up property records as the site is within Phase I of the City Park Project.
  - The City Park Project is an enhanced vision for LECOM Park.

Land Use Regulations

- Section 2.2.7 of the City of Bradenton's Land Use Regulations (LUR) details the process for vacating public right-of-way including the review criteria

  Key points for review include:

  - Vacation will not be detrimental to public health, safety, welfare, or convenience
  - No public or private utilities utilize the right-of-way, as demonstrated by letters of verification that were submitted with the application

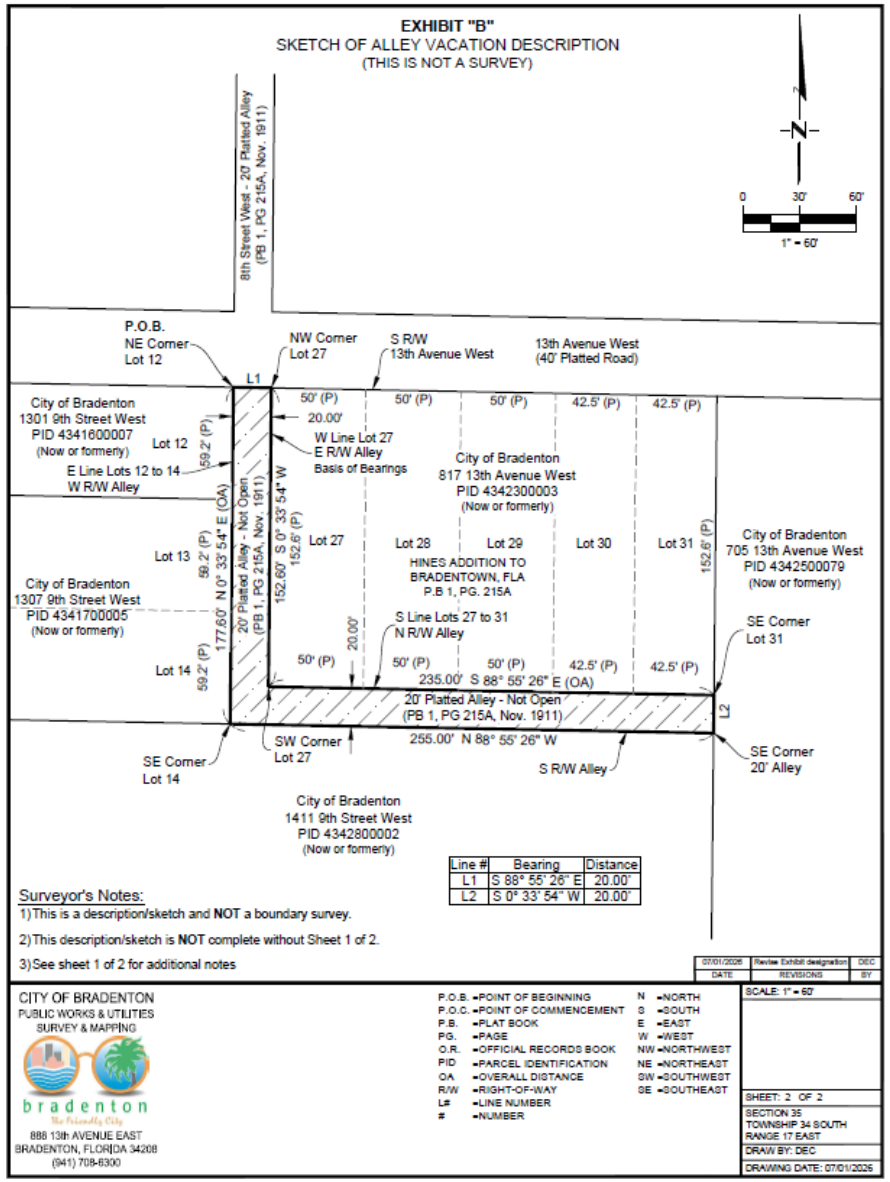
  Letters were submitted by all utility companies stating that they have no utilities in the subject portions of right-of-way

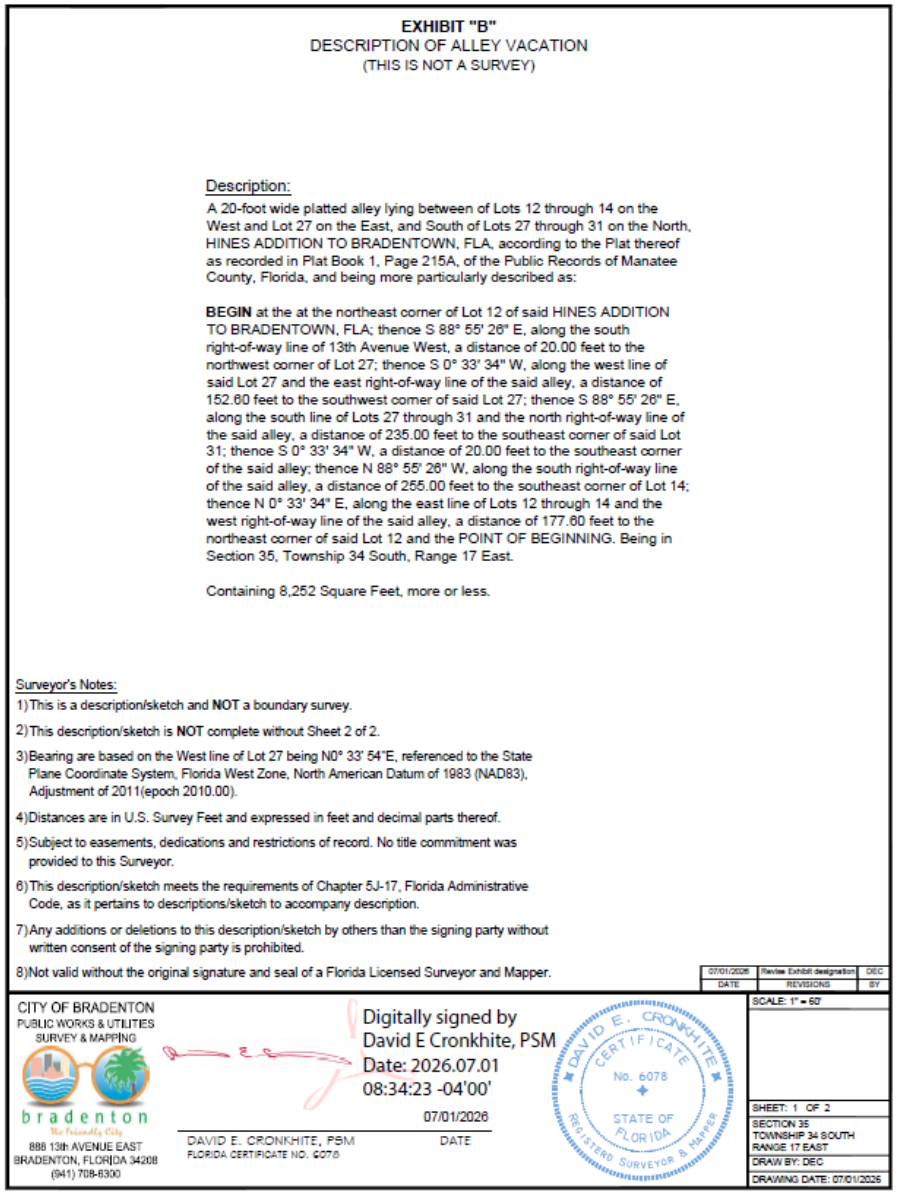
Comprehensive Plan

- Objective 1.5 Right-of-Way Preservation

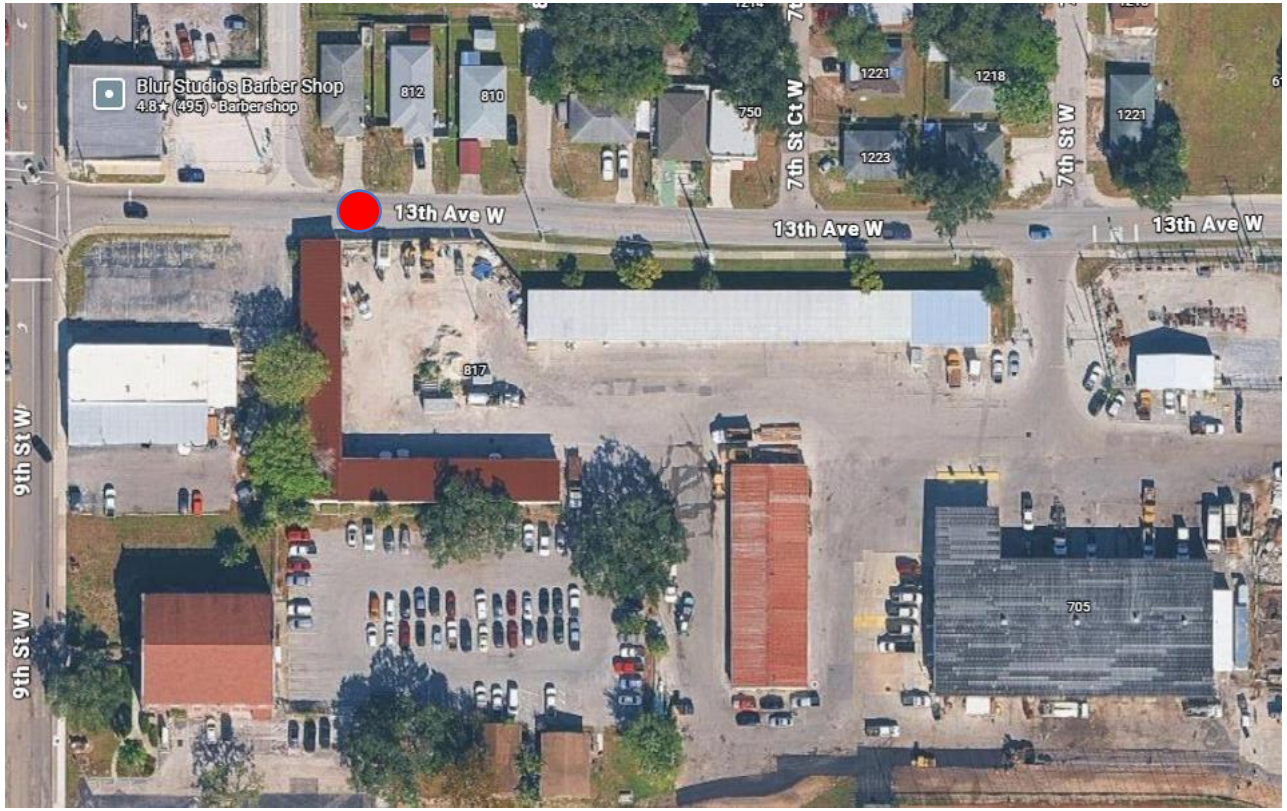
  Where transportation improvement projects are consistent with the goals and vision of the City as stated in the Comprehensive Plan, the City shall ensure that any needed right-of-way is protected and preserved.

Sketch and Legal Description





Looking south from 13th Avenue West





Looking south from 13th Avenue West



Staff Summary

1. City Council is encouraged to evaluate the request based on the criteria provided, as well as input from staff, the applicant, and the public.
2. It is in staff's opinion that the request is found to be consistent with the intent of Section 2.2.7 of the Land Use Regulations and the Transportation Element of the Comprehensive Plan.

On July 15, 2026, the City of Bradenton Planning Commission voted 7-0 in favor of recommending approval of the subject request

Questions

AGENDA ITEM NO. 8.a

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: August 12, 2026

SUBMITTED BY: Rob Perry, City Administration

ITEM TYPE: Miscellaneous

AGENDA SECTION: NEW BUSINESS BY DEPARTMENT HEADS, CITY ATTORNEY AND COUNCIL

SUBJECT: Emergency Procurement Report

SUGGESTED ACTION: N/A

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:

According to the City of Bradenton Emergency Procurement Policy and pursuant to Section 2-237(2) of the Code, all emergency procurements will be reported to the City Council at the next regularly scheduled meeting.

FINANCIAL IMPACT:
TBD

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
N/A

ATTACHMENTS:

AGENDA ITEM NO. 8.b

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: August 12, 2026

SUBMITTED BY: Rob Perry, City Administration

ITEM TYPE: Miscellaneous

AGENDA SECTION: NEW BUSINESS BY DEPARTMENT HEADS, CITY ATTORNEY AND COUNCIL

SUBJECT: Exploratory Dialog and Work Plans Regarding Point Park University - Bradenton Florida Campus

SUGGESTED ACTION: Approval to continue discussions.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

SUGGESTED MOTION:
Motion to continue exploratory discussions with Point Park University.

ATTACHMENTS:

AGENDA ITEM NO. 11.a

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: August 12, 2026

SUBMITTED BY: Karen Lanke, Information Technology

ITEM TYPE: Presentation

AGENDA SECTION: DEPARTMENT HEAD REPORTS

SUBJECT: Utility Payment Processer Change

SUGGESTED ACTION: N/A

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City will be moving Utility Billing payment processing to a new provider. This item is for notifying Council of the change.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
N/A

ATTACHMENTS:

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: 2601 Manhole Lining

DATE OF ISSUANCE: 07/29/2026 EFFECTIVE DATE:

The Contract Documents are modified as follows upon execution of this Change Order.

CHANGE IN CONTRACT PRICE:

Original Contract Price:

$ 90,820.80

[Increase/Decrease] from previously approved Change Orders No._____to No._____:

$

Contract Price prior to this Change Order:

$ 90,820.80

[Increase/Decrease] of this Change Order:

$ 98,870.86

Contract Price incorporating this Change Order:

$ 189,691.66

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ■ Calendar days

Substantial completion (days or date): 08/08/2026

Ready for final payment (days or date): 08/08/2026

[Increase/Decrease] from previously approved Change Orders No._____to No.1_____:

Substantial completion (days): September 15, 2026

Ready for final payment (days): September 30, 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,		98,870.86
renting/setting up bypass pumps & heavy cleaning. A lot of the manholes are also deeper 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: David Lopez-Rivera
Digitally signed by David Lopez-Rivera
Date: 2026.07.31 13:58:07 -04'00'
By: _____
Engineer (Authorized Signature)
Date: 07/31/2026

ACCEPTED:
By: _____
Owner (Authorized Signature)
Date: _____

ACCEPTED:
By: _____
Contractor (Authorized Signature)
Date: 7/30/26

Approved by Funding Agency (if applicable):
_____
Date: _____

10315 Technology Terrace • Lakewood Ranch, FL 34211 • Office: 941.755.2176 • Fax: 941.755.2428 • www.gmlcoatings.com

QUOTATION DATE: Tuesday, March 17, 2026
PROPOSAL #: 25117
SERVICE AREA: LS 20

City of Bradenton
Public Works and Utilities
1411 9th St. W
Bradenton, FL 34205

Thank you for the opportunity to introduce the services and products GML Coatings, LLC. has to offer and to bid on your upcoming project. We are excited to highlight the value we can provide your organization through our Availability, Reliability, and Consistency.

SERVICES OFFERED BY GML COATINGS, LLC.

- Manhole & Lift Station Rehabilitation and Coatings
- Water & Wastewater Tank Linings
- Chemical Grouting

PRODUCTS OFFRED BY GML COATINGS, LLC.

- Green Monster™ Potable
- Green Monster™ Structural
- Green Monster™ Extreme
- GML-30 Cementitious Concrete
- GML-60 Cementitious Concrete
- SewerCrete™ LeakStop
- SewerCrete™ Hydraulic Cement

Please find our proposal on the following pages and let us know if you have any questions or concerns Visit our website for more information about what we do at www.gmlcoatings.com.

Thank you again for the opportunity to develop our relationship and we look forward to hearing from you.

Thank you and best regards,

Dale Flocker

Director of Operations
GML Coatings, LLC.
941-281-9236

MANHOLE REHABILITATION				
NO.	MANHOLE ID	DIAMETER	DEPTH	PRICE (EA)
1	B20MH151	4.00	5.00	$4,488.44
2	B20MH211	4.00	8.00	$4,282.40
3	B20MH216	4.00	5.50	$2,944.15
4	B20MH228	4.00	7.50	$4,014.75
5	B20MH259	4.00	5.50	$2,944.15
6	B20MH132	4.00	8.00	$5,685.99
7	B20MH100	4.00	13.00	$13,018.36
8	B20MH101	4.00	14.00	$10,535.98
9	B20MH205	4.00	2.00	$1,259.85
10	B20MH246	4.00	11.00	$8,741.14
11	B20MH304	4.00	2.00	$1,259.82
12	B20MH016	4.00	12.00	$13,907.68
13	B20MH017	4.00	12.50	$11,710.45
14	B20MH020	4.00	13.00	$12,088.72
15	B20MH023	4.00	12.00	$11,332.18
16	B20MH024	4.00	13.00	$12,088.72
17	B20MH010	4.00	14.00	$14,170.02
18	B20MH019	4.00	13.00	$13,318.86
		SUBTOTAL=		$147,791.66

BYPASS & LINE CLEANING					
1A-7	Bypass Pumping - 12" Sewer Flow	2000	P/FT	$2.00	$4,000.00
1A-8	Pump Set Up	12	EA	$450.00	$5,400.00
1A-9	Pump Operation Per Pump	240	HR	$30.00	$7,200.00
1A-3	Heavy Cleaning - 6" to 12"	2000	P/FT	$2.60	$5,200.00
1C-1	Tanker Truck Tank	8	P/Load	$1,500.00	$12,000.00
		SUBTOTAL=			$41,900.00

PROJECT TOTAL= $189,691.66

bradenton

WORK ASSIGNMENT

WORK ASSIGNMENT NO.

WORK ASSIGNMENT TITLE: (WA: 2601)

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 GML., 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: 2601

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 $90,820.80. Compensation for the tasks shall not exceed the amounts set forth as follows:

Task/Description: Cleaning & lining approximately 28 manholes.

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. for pipelining Services and this Work Assignment dated March/16/2026.

Contractor

BY: Dale Flocker Digitally signed by Dale Flocker Date: 2026.03.16 11:05:38 -04'00'

Printed Name: Dale Flocker

Title: SVP

Date: 3/16/2026

CITY OF BRADENTON

BY:

Date: 3-25-2026

10315 Technology Terrace • Lakewood Ranch, FL 34211 • Office: 941.755.2176 • Fax: 941.755.2428 • www.gmlcoatings.com

QUOTATION DATE: Tuesday, March 17, 2026
PROPOSAL #: 25117
SERVICE AREA: LS 20

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- GML-60 Cementitious Concrete
- SewerCrete™ LeakStop
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Please find our proposal on the following pages and let us know if you have any questions or concerns Visit our website for more information about what we do at www.gmlcoatings.com.

Thank you again for the opportunity to develop our relationship and we look forward to hearing from you.

Thank you and best regards,

Dale Flocker

Director of Operations
GML Coatings, LLC.
941-281-9236

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NO.	MANHOLE ID	DIAMETER	DEPTH	PRICE (EA)
1	B20MH259	4.00	6.00	$3,243.60
2	B20MH016	4.00	6.00	$3,243.60
3	B20MH272	4.00	6.00	$3,243.60
4	B20MH007	4.00	6.00	$3,243.60
5	B20MH205	4.00	6.00	$3,243.60
6	B20MH280	4.00	6.00	$3,243.60
7	B20MH012	4.00	6.00	$3,243.60
8	B20MH246	4.00	6.00	$3,243.60
9	B20MH151	4.00	6.00	$3,243.60
10	B20MH014	4.00	6.00	$3,243.60
11	B20MH010	4.00	6.00	$3,243.60
12	B20MH100	4.00	6.00	$3,243.60
13	B20MH276	4.00	6.00	$3,243.60
14	B20MH325	4.00	6.00	$3,243.60
15	B20MH101	4.00	6.00	$3,243.60
16	B20MH024	4.00	6.00	$3,243.60
17	B20MH019	4.00	6.00	$3,243.60
18	B20MH211	4.00	6.00	$3,243.60
19	B20MH131	4.00	6.00	$3,243.60
20	B20MH023	4.00	6.00	$3,243.60
21	B20MH017	4.00	6.00	$3,243.60
22	B20MH239	4.00	6.00	$3,243.60
23	B20MH304	4.00	6.00	$3,243.60
24	B20MH228	4.00	6.00	$3,243.60
25	B20MH216	4.00	6.00	$3,243.60
26	B20MH020	4.00	6.00	$3,243.60
27	B20MH212	4.00	6.00	$3,243.60
28	B20MH132	4.00	6.00	$3,243.60
		TOTAL=		$90,820.80

Docusign Envelope ID: 0064BAE8-D85B-861F-8165-D5B82D4AFD3F

Verizon Site: 5000011325
CITY OF BRADENTON W

FIRST AMENDMENT TO WATERTANK LEASE AGREEMENT

THIS FIRST AMENDMENT TO WATERTANK LEASE AGREEMENT ("Amendment") is made and entered into by and between City of Bradenton, a political body of the State of Florida ("Lessor"), and Cellco Partnership d/b/a Verizon Wireless, a Delaware limited partnership ("Lessee").

Recitals

The parties hereto recite, declare and agree as follows:

A. Lessor and Lessee (or as applicable, their respective predecessors in interest) entered into a Watertank Lease Agreement dated August 22, 2016, as amended (the "Agreement"), with respect to a watertank tower located at 2901 59th Street West, Bradenton, FL (the "Demised Premises").

B. Pursuant to the terms of the Agreement, Lessee is permitted to have up to nine (9) antennas with associated RRU's and eighteen (18) lines of coaxial cable at the Demised Premises.

C. Lessee desires to modify the equipment at the Demised Premises.

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

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

1. Lessee shall have the right to modify its Demised Premises as described and depicted on Exhibit A, which is attached hereto and by this reference incorporated herein, and Lessor hereby consents to and approves of the modifications described and depicted on Exhibit A in all respects, which includes, but is not limited to, the installation of up to ten (10) antennas including mounting kits. Exhibit A shall consist of an updated construction drawing of the Communications Equipment on the Demised Premises in accordance with Section 6 of this Amendment.

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

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

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

Docusign Envelope ID: 0064BAE8-D85B-861F-8165-D5B82D4AFD3F

5. This Amendment will update current points of contact for the Lessor and Lessee as follows:

LESSOR:
City of Bradenton
City Hall, 101 12th Street West, Bradenton, FL 34205-7865
Attn: City Administrator
Telephone: 941-932-9400

City of Bradenton City Attorney
Scott E. Rudacille, Esq.
Blalock Walters, 802 11th Street West, Bradenton, FL 34205
Telephone: 941-748-0100
srudacille@blalockwaters.com

City of Bradenton Public Works and Utilities Department
Public Works Annex, 1810 1st St W, Bradenton, FL 34205
Attn: Public Works and Utilities Director
Telephone: 941-708-6300

LESSEE:

Verizon Wireless
Basking Ridge Mail Hub
Attn: Legal Intake
One Verizon Way
Basking Ridge, NJ 07920.

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

a. Equipment on the ground:
   i. One (1) 35kw LP generator
   ii. One (1) 500 gallon LP fuel tank
   iii. One (1) EBRE cabinet
   iv. One (1) Dark Fiber cabinet
   v. One (1) LS6 cabinet
   vi. One (1) 200A ILC
   vii. One (1) Disconnect
   viii. One (1) Meter
   ix. Three (3) OVP-6
b. Tower top equipment (including specific model numbers, quantities, and mounting locations of antennas, remote radio units, surge protectors, microwave dishes, tower mounted amplifiers, and coaxial and hybrid fiber cables:
   i. Three (3) AIR3283 antennas
   ii. Three (3) AIR6419 antennas
   iii. Three (3) MX04FRO845-02E antennas
   iv. Three (3) 4490 RRUS
   v. Three (3) OVP-12

Docusign Envelope ID: 0064BAE8-D85B-861F-8165-D5B82D4AFD3F

vi. Three (3) 6 x 12 hybrid cables

[SIGNATURE PAGE TO FOLLOW]

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

CELLCO PARTNERSHIP
D/B/A VERIZON WIRELESS

By: Signed by: Courtney Drewski Craps
Name: Courtney Drewski Craps
Title: Assoc Dir - RE/Reg
Date: Aug 4, 2026

CITY OF BRADENTON

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

Docusign Envelope ID: 0064BAE8-D85B-861F-8165-D5B82D4AFD3F

EXHIBIT A

UTILITY SERVICE CO., INC.

USCI REVIEWED - RECOMMENDED FOR APPROVAL

These drawings and related documents were reviewed for conformance with the minimum guidelines established by Utility Service Co., Inc. for installation of communication equipment on water storage tanks and related infrastructure managed by Utility Service Co., Inc. only. The submitting entity and Engineer of Record for the project are responsible for ensuring all related work and activities are in compliance with applicable design standards and industry codes.

City of Bradenton Approved
07.07.26

Kim B Clayback, PE

Digitally signed by Kim B Clayback, PE
Date: 2026.07.07 11:44:24 -04'00'

verizon

MDG #: 5000011325
SITE NAME: CITY OF BRADENTON W
STRUCTURE TYPE: 132' WATER TANK TOWER
MARKET: TAMPA-2
PROJECT TYPE: 5G L-SUB6 - CARRIER ADD

Digitally signed by Maria V Martin
Date: 2026.05.05 13:23:05 -04'00'

LOCATION SKETCH



SITE DIRECTIONS

From I-75 S & I-4 (Tampa, Florida):

1. Head south on I-75 S (go 32.3 mi)
2. Take exit 238 to merge onto I-275 N toward St Petersburg (go 1.7 mi)
3. Take exit 2 for US-41 S (go 0.2 mi)
4. Use any lane to turn left onto US-41 BYP Tamiami Trail/US Hwy 41 S (go 3.6 mi)
5. Keep right to continue on US-41 BUS Gillespie Rd (go 2.6 mi)
6. Turn right onto Pt-Sd Villagestone Ave W (go 3.0 mi)
7. Turn left onto 58th St W (go 1.4 mi)
8. Destination will be on the left

CONTACT INFORMATION

APPLICANT:
VERIZON WIRELESS
7701 E TELECOM PKWY
TEMPLE TERRACE, FL 33637

ARCHITECT/ ENGINEER:
CBVR/ MARIA V. MARTIN, PE
6505 N HIMES AVE
TAMPA, FL 33614

PROPERTY OWNER:
CITY OF BRADENTON
101 OLD MAIN STREET
BRADENTON, FL 34205

SITE INFORMATION

PARCEL ID #:	511020000
JURISDICTION:	CITY OF BRADENTON
COUNTY:	MANATEE
LATITUDE:	27° 28' 32.23" NORTH (NAD 83)
LONGITUDE:	82° 37' 11.41" WEST (NAD 83)
FAA FILED HEIGHT:	N/A

SCOPE OF WORK

THE SCOPE OF WORK CONSISTS OF MODIFYING COMMUNICATIONS INSTALLATION ON AN EXISTING TOWER:

EQUIPMENT PAD:
- REMOVE (1) 6120 CABINET
- REMOVE (2) STRINGS HT170ET BATTERIES
- REMOVE ATS
- REMOVE PPC
- INSTALL LS6 CABINET W/ GE -48V POWER PLANT
- INSTALL (3) STRINGS HT170ET -48V BATTERIES IN EBRE CABINET
- INSTALL 200A ILC
- INSTALL (1) IXRE IN CABINET
- INSTALL SITEBOSS IN CABINET
- INSTALL GPS FOR BBUS IN CABINET
- INSTALL BBUS IN CABINET (AS NECESSARY)
- INSTALL UPCONVERTER IN CABINET
- RETAIN EBRE CABINET
- RETAIN LP GENERATOR
- RETAIN 500 GALLON LP TANK

TOWER RAD:
- INSTALL (3) AIR 3283 ANTENNAS
- INSTALL (3) AIR 6419 ANTENNAS
- INSTALL (3) MX04FRO665-02E ANTENNAS
- INSTALL (3) OVP-12'S
- INSTALL (3) 6/12 HYBRID CABLES
- INSTALL (3) RRU 4490'S

APPLICABLE CODES

- FLORIDA BUILDING CODE 2023 (8th EDITION)
  WIND DESIGN CRITERIA
  - A. ASCE 7 - 22
    ULTIMATE WIND SPEED = 163 MPH
    RISK CATEGORY = IV
    EXPOSURE = C
  - B. ANSI/ TIA-222-H
    STRUCTURE CLASS = II
    TOPOGRAPHIC CATEGORY = 1
- FLORIDA FIRE PREVENTION CODE - 2023 (8TH EDITION)
- NATIONAL ELECTRIC CODE (NFPA 70-2020)
- CITY AND OR COUNTY ORDINANCES

LIST OF DRAWINGS

SITE GENERAL ARRANGEMENT PLANS	
T-1	TITLE SHEET
ARCHITECTURAL/ CIVIL PLANS	
C-1	COMPOUND PLAN
C-2	EQUIPMENT AREA PLAN
C-3	TOWER ELEVATION
C-4	EXISTING ANTENNA MOUNT DETAILS
C-4.1	PROPOSED ANTENNA MOUNT DETAILS
C-5	EQUIPMENT DETAILS
C-6	EQUIPMENT DETAILS AND PROPOSED ANTENNA & CABLE SCHEDULE
ELECTRICAL PLANS	
E-1	GROUNDING DETAILS
E-2	ELECTRICAL DETAILS

CONTRACTOR PMI REQUIREMENT

PMI LOCATION:	***
SMART TOOL PROJECT #:	N/A
MDG NUMBER:	5000011325
ANALYSIS DATE:	04/08/2026

*** PMI AND REQUIREMENTS ARE EMBEDDED IN MA

MOUNT MODIFICATIONS REQUIRED: NO

REFER TO MOUNT ANALYSIS REPORT BY CBVR TELECOM DESIGN GROUP

811 Know what's below. Call before you dig.

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CBVR
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FL CA # 31614

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MARIA VICTORIA MARTIN
LICENSE
No. 72397
STATE OF FLORIDA
PROFESSIONAL ENGINEER
05/05/2026

PREPARED FOR
verizon
7701 E TELECOM PKWY
TEMPLE TERRACE, FL 33637

PROJECT INFORMATION
5000011325
CITY OF BRADENTON W
2905 59TH ST WEST
BRADENTON, FL 34209

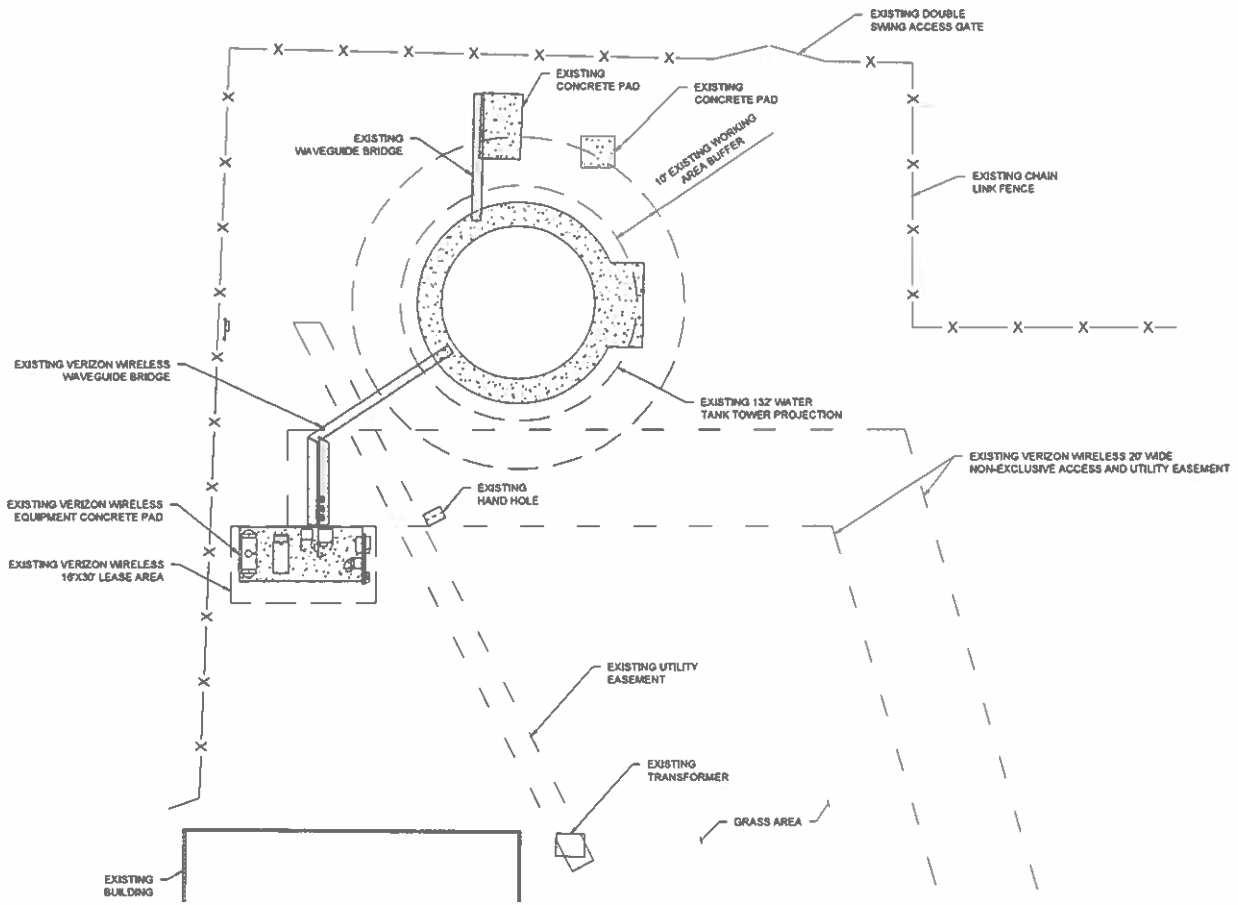
CBVR PROJECT #: VZW.323.26

ISSUED DATES		
0	FOR PERMIT / CONSTRUCTION	05.05.26

SHEET NAME
TITLE SHEET

SHEET NUMBER
T-1

Docusign Envelope ID: 0064BAE8-D85B-861F-8165-D5B82D4AFD3F



OVERALL SITE PLAN

GRAPHIC SCALE

0' 12.5' 25'

(SCALE IN FEET)

11x17 SCALE: 1"=25'

NOTES:

- ALL DRAWINGS HAVE BEEN PREPARED WITHOUT THE AID OF A SURVEY OR A TITLE
- ALL DIMENSIONS, PROPERTY LINES, AND RIGHT OF WAYS ARE APPROXIMATE BASED UPON AVAILABLE ONLINE RESOURCES
- CONTRACTOR SHALL RESTORE AND REPAIR ANY DAMAGED AREAS CAUSED BY CONSTRUCTION TO ORIGINAL OR BETTER CONDITION
- ALL NEW WORK TO BE PERFORMED PER LATEST VERIZON WIRELESS STANDARDS & SPECIFICATIONS

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PROJECT INFORMATION

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CITY OF BRADENTON W
2905 59TH ST WEST
BRADENTON, FL 34209

CBVR PROJECT #: VZW.323.26

ISSUED DATES

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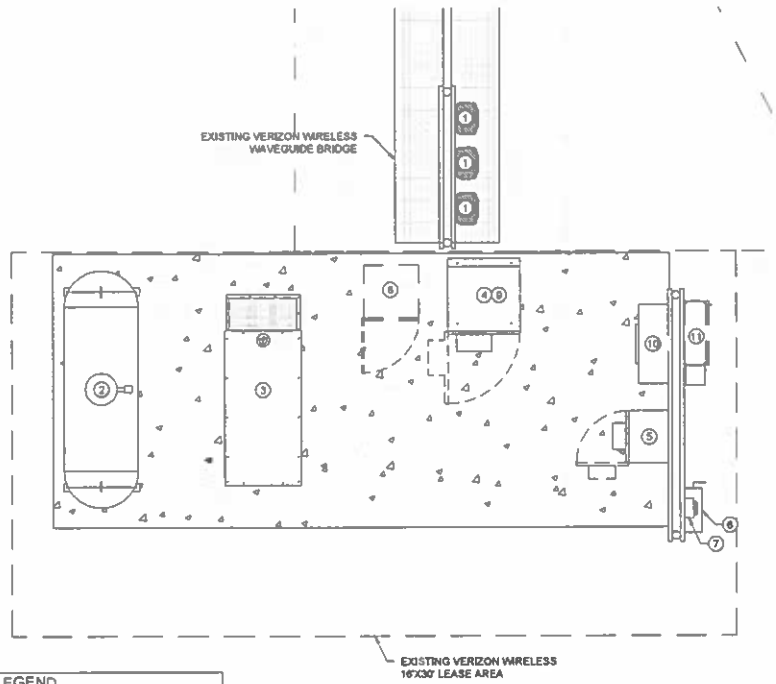
SHEET NAME

COMPOUND PLAN

SHEET NUMBER

C-1

Docusign Envelope ID: 0064BAE8-D85B-861F-8165-D5B82D4AFD3F



LEGEND
1. OVP-6
2. 500GAL LP TANK
3. 35KW LP GENERATOR
4. EBRE BATTERY CABINET
5. DARK FIBER CABINET
6. DISCONNECT
7. METER
8. 6120 CABINET (TO BE REMOVED)
9. STRING BATTERIES (TO BE REMOVED)
10. ATS (TO BE REMOVED)
11. PPC ENCLOSURE (TO BE REMOVED)

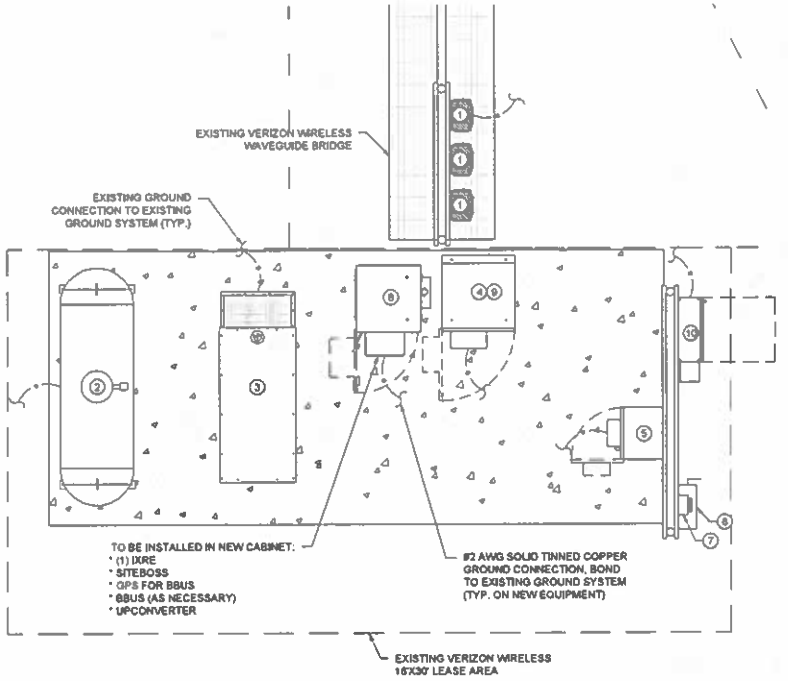
EXISTING EQUIPMENT LAYOUT
GRAPHIC SCALE

0' 2.5' 5'

(SCALE IN FEET)
11x17 SCALE: 1"=5'

NOTE:
VERIFY FINAL EQUIPMENT CONFIGURATION AND ALL OEM MOUNTING AND CLEARANCE REQUIREMENTS WITH VZW CX PM.

NOTE:
EQUIPMENT CONFIGURATION SHOWN IS BASED ON PROVIDED DOCUMENTATION AND THE ACCURACY HAS NOT BEEN INDEPENDENTLY VERIFIED BY CBVR. AS SUCH, CBVR EXPRESSLY DISCLAIMS ANY WARRANTY TO THE EXTENT THAT A DEFECT IN ITS WORK PRODUCT WAS CAUSED BY INACCURACIES WITHIN THE THIRD-PARTY DOCUMENTATION PROVIDED BY VERIZON WIRELESS. ALL EXISTING AND PROPOSED EQUIPMENT CONFIGURATIONS SHALL BE FIELD VERIFIED AND CONFIRMED BY GC WITH THE VERIZON WIRELESS CONSTRUCTION MANAGER.



LEGEND
1. OVP-6
2. 500GAL LP TANK
3. 35KW LP GENERATOR
4. EBRE BATTERY CABINET
5. DARK FIBER CABINET
6. DISCONNECT
7. METER
8. PROPOSED LS6 CABINET W/ GE -48V POWER PLANT
9. PROPOSED (3) STRINGS HT170ET -48V BATTERIES IN EBRE CABINET
10. PROPOSED 200A ILC

PROPOSED EQUIPMENT LAYOUT
GRAPHIC SCALE

0' 2.5' 5'

(SCALE IN FEET)
11x17 SCALE: 1"=5'

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CITY OF BRADENTON W
2905 59TH ST WEST
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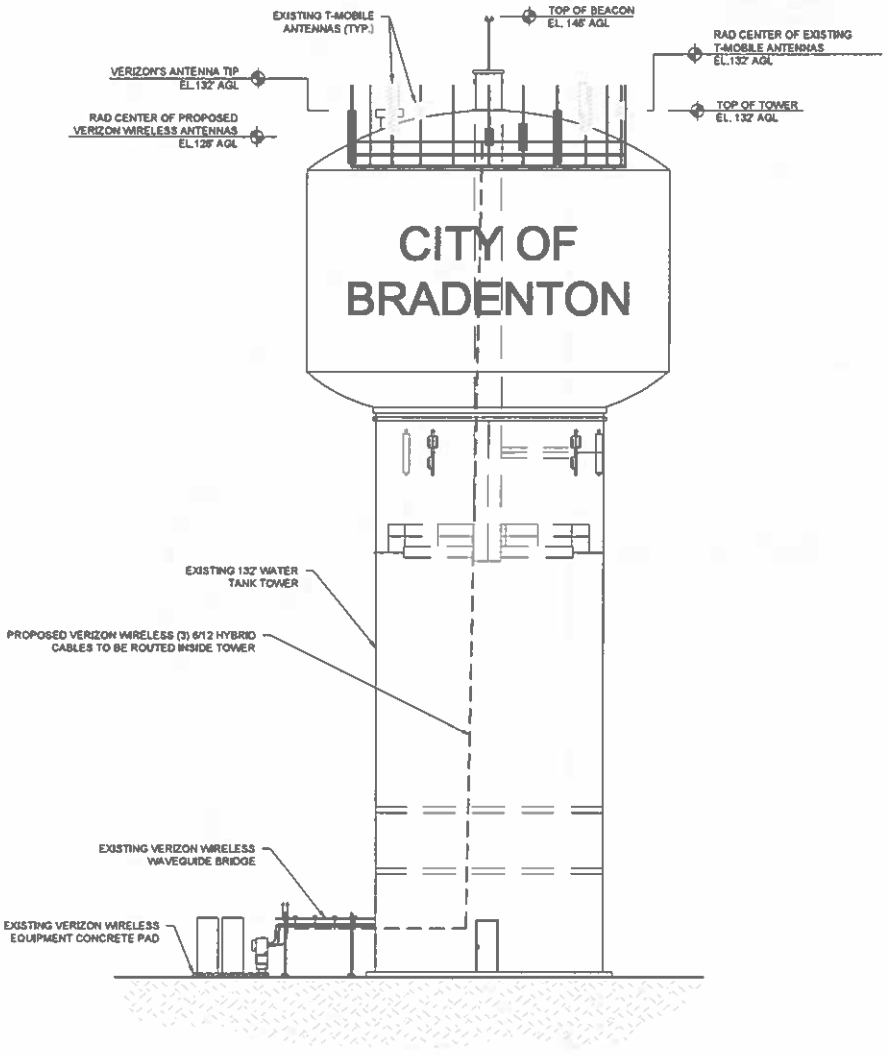
CBVR PROJECT #: VZW.323.26

#	FOR PERMIT / CONSTRUCTION	00.00.26

SHEET NAME
EQUIPMENT AREA PLAN

SHEET NUMBER
C-2

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TOWER NORTH ELEVATION

NOT TO SCALE

NOTES:

1. CONTRACTOR TO FIELD VERIFY ANTENNA MOUNT CONFIGURATION AND PROVIDE MOUNTS OR ADDITIONAL HARDWARE IF REQUIRED TO SUPPORT PROPOSED EQUIPMENT.
2. ALL EQUIPMENT AND MOUNTING HARDWARE SHALL CONFORM TO DESIGN REQUIREMENTS PER FLORIDA BUILDING CODE (8TH EDITION, 2023) AND ANSI TIA-222-H STRUCTURAL STANDARD FOR ANTENNA SUPPORTING STRUCTURES AND ANTENNAS; ULTIMATE WIND SPEED 163 MPH, 3 SECOND GUST.
3. AZIMUTH INFO TAKEN FROM VERIZON WIRELESS RF SITE DESIGN DATA. TOWER AND ANTENNAS HEIGHTS TAKEN FROM RECENT TOWER SURVEY DATA.
4. REFERENCE STRUCTURAL ASSESSMENT LETTER BY CBVR TELECOM DESIGN GROUP, DATED 04/06/2026.

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05/05/2026

PREPARED FOR

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TEMPLE TERRACE, FL 33637

PROJECT INFORMATION

5000011325
CITY OF BRADENTON W
2905 59TH ST WEST
BRADENTON, FL 34209

CBVR PROJECT #: VZW.323.26

ISSUED DATES

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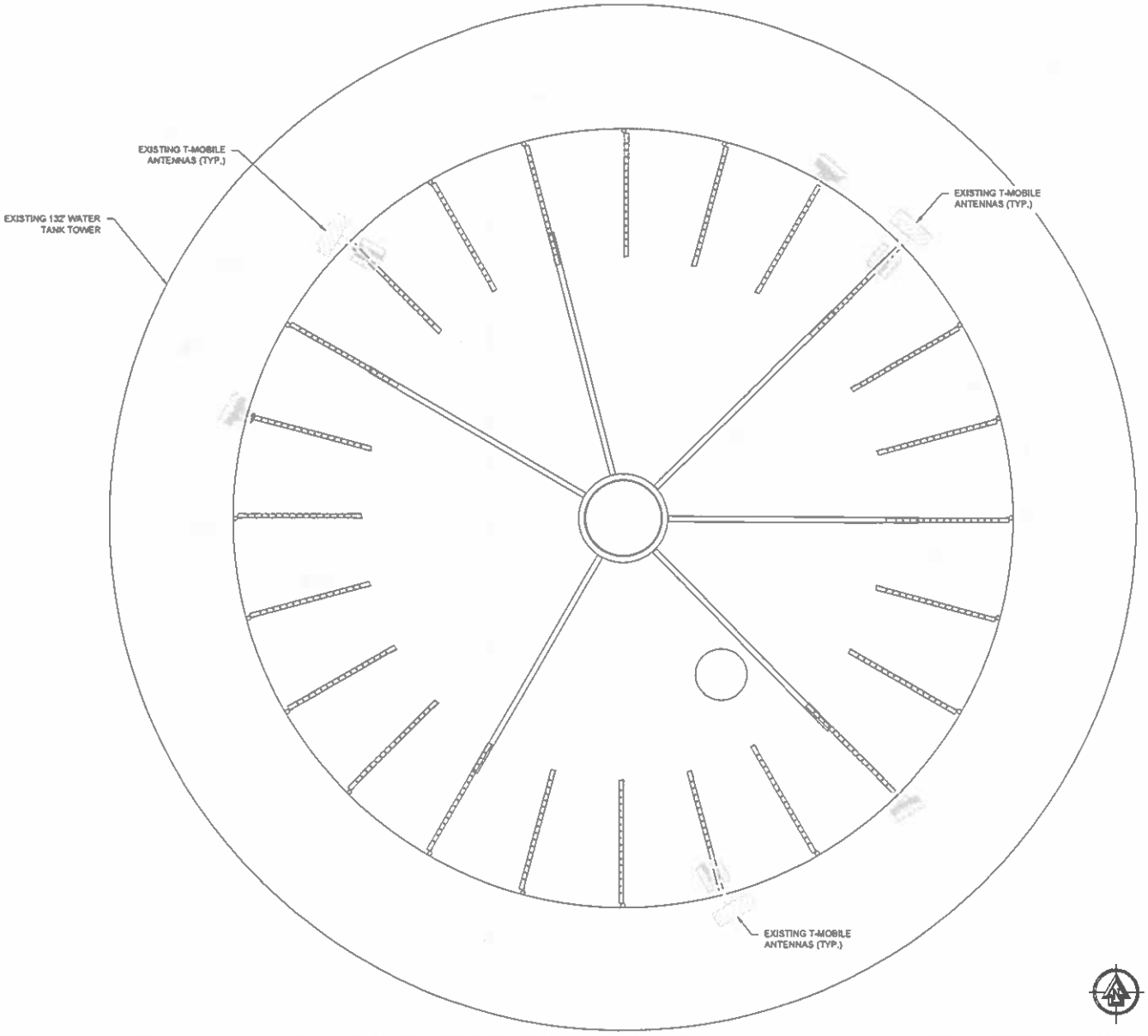
SHEET NAME

TOWER ELEVATION

SHEET NUMBER

C-3

Docusign Envelope ID: 0064BAE8-D85B-861F-8165-D5B82D4AFD3F



EXISTING ANTENNA MOUNT DETAIL
NOT TO SCALE

NOTE:
CONTRACTOR TO FIELD VERIFY ANTENNA MOUNT CONFIGURATION AND PROVIDE MOUNTS OR ADDITIONAL HARDWARE PER MANUFACTURER RECOMMENDATIONS AND AS PER STRUCTURAL ANALYSIS REPORT BY CBVR TELECOM DESIGN GROUP, DATED 04/09/2026.

NOTE:
NO EXISTING ANTENNAS OR RADIOS AT RAD, ONLY THE REMAINING EXISTING PIPES.

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5000011325
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2905 59TH ST WEST
BRADENTON, FL 34209

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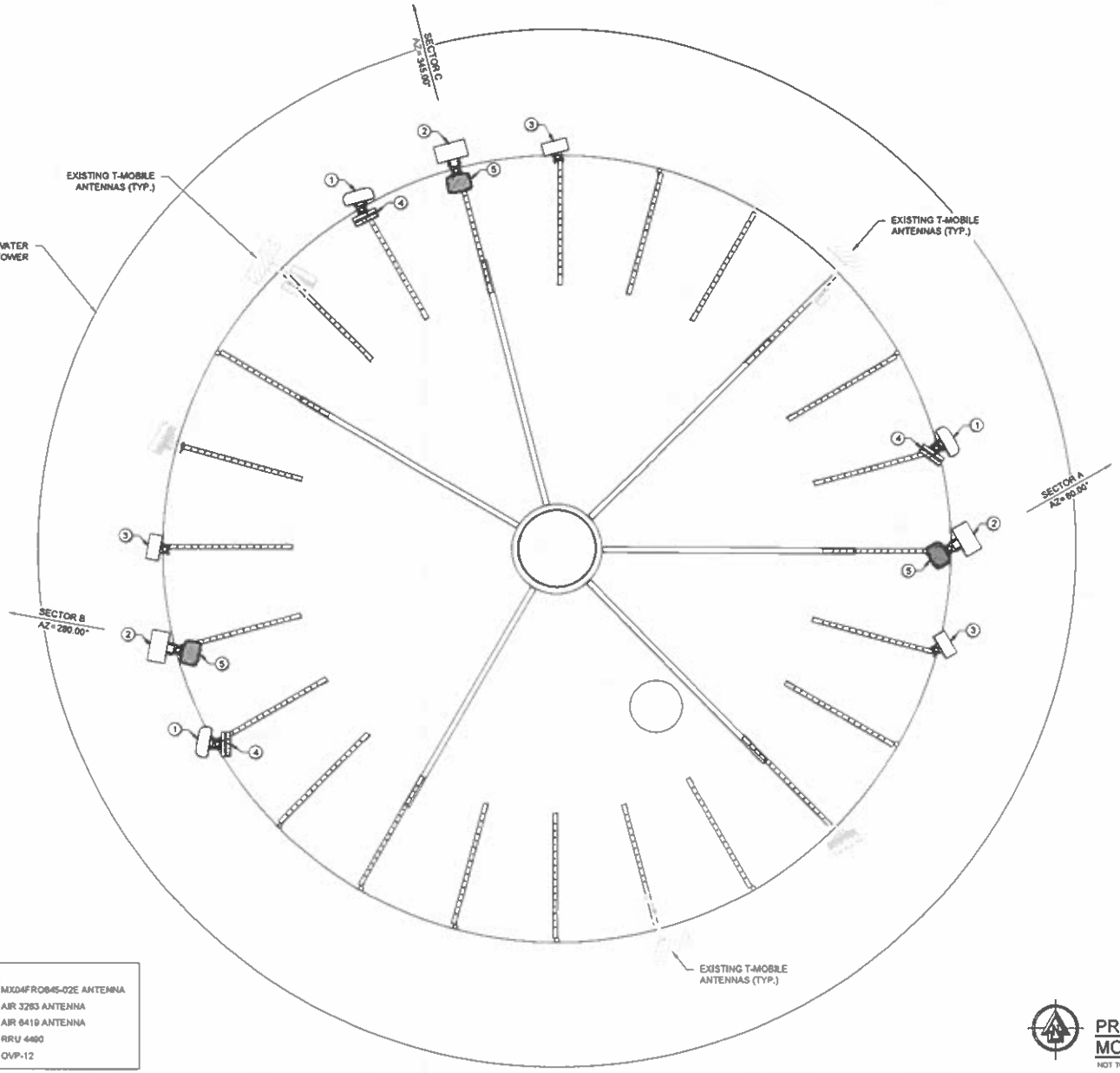
ISSUED DATES

0	FOR PERMIT / CONSTRUCTION	05.05.26

SHEET NAME
EXISTING ANTENNA MOUNT DETAILS

SHEET NUMBER
C-4

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LEGEND
1. PROPOSED MX04FRO645-02E ANTENNA
2. PROPOSED AIR 3283 ANTENNA
3. PROPOSED AIR 6419 ANTENNA
4. PROPOSED RRU 4490
5. PROPOSED OVP-12

NOTE:
CONTRACTOR TO FIELD VERIFY ANTENNA MOUNT CONFIGURATION AND PROVIDE MOUNTS OR ADDITIONAL HARDWARE PER MANUFACTURER RECOMMENDATIONS AND AS PER STRUCTURAL ANALYSIS REPORT BY CBVR TELECOM DESIGN GROUP, DATED 04/06/2026.

PROPOSED ANTENNA MOUNT DETAIL
NOT TO SCALE

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FL CA # 31014

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PROFESSIONAL ENGINEER
05/05/2026

PREPARED FOR
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TEMPLE TERRACE, FL 33637

PROJECT INFORMATION
5000011325
CITY OF BRADENTON W
2905 59TH ST WEST
BRADENTON, FL 34209

CBVR PROJECT #: VZW.323.26

ISSUED DATES

#	FOR PERMIT / CONSTRUCTION	05.05.26

SHEET NAME
PROPOSED ANTENNA MOUNT DETAILS

SHEET NUMBER
C-4.1

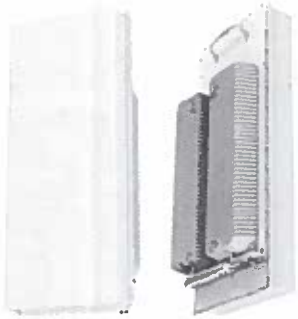
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AIR3283 B25+B66 dual band

- 32 TX/RX B25+B66 dual band
- LTE and NR support
- 320 W total shared RF output power (max 240W/Band)
- Full band IBW, TCBW 100 MHz shared between bands
  - Max 60 MHz CBW/Band
- Max 3 carriers/Band
- 8 column x 2 rows antenna, 192 antenna elements
- RET 2 -12°downtilt
- Interface: 2 x 25Gb eCPRI

- -48v DC, 3 wire or 2 wire, 58A fuse
- Max Power consumption @100 Load: TBD W
- Power Consumption @ 50% load: TBD W

Pending Commercial Agreement



Now confirmed max measurements/ will not exceed

AIR 3283 ANTENNA SPECIFICATIONS

Radio 4490HP 44B5 44B13 C

- 4 common RF ports (C)
- B5: 4x40W, B13: 4x40W
- 480W total RF output power
- L, NR, NB-IoT
- 2x 2.5/4.9/9.8/10.1/24.3 Gbps CPRI/eCPRI

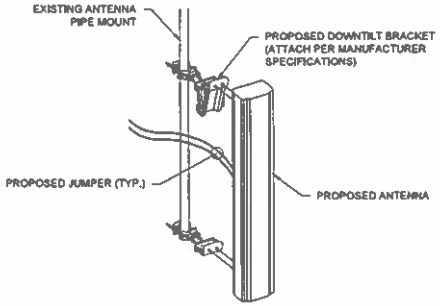
- -48 VDC 2-wire (one DC connector input)
- AISG v3.0 TMA & RET support via RS-485 or RF connectors
- Type 4.3-10 RF * connectors
- 2 external alarm
- Convection al cooling
  - Optional fan for increased site flexibility
- IP 65, -40 to +55°C

Pending Commercial Agreements



Now confirmed max measurements/ will not exceed

RRU4490 DETAIL



ANTENNA MOUNT DETAIL

AIR 6419 B77D/ C-Band

- Advanced Antenna System (AAS)
- 64TX/64RX with 192 AE, (8x1)x(4x8) x-pol
- Up to 320W , PSD 4W/MHz
- EIRP up to 79 dBm
- Up to 200 MHz IBW
- Max total carrier BW: 200MHz for NR
- Support number of layers: DL/UL 16/8

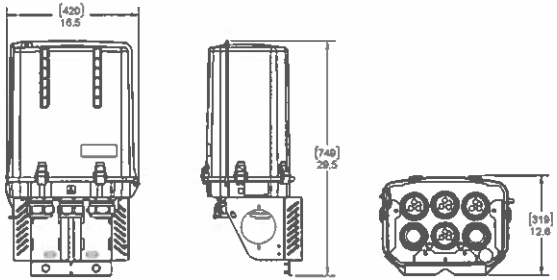
- -48 VDC (3-wire or 2-wire), Fuse Maximum 40 A, Maximum 50 A
- Power consumption: TBD
- -40 to +55°C

Pending Commercial Agreements



max measurements/ will not exceed

AIR 6419 ANTENNA SPECIFICATIONS

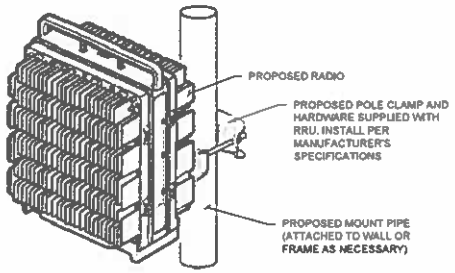


FRONT VIEW | SIDE VIEW | BOTTOM VIEW

MANUFACTURER:	VERIFY WITH VZW CX PM
MODEL#:	VERIFY WITH VZW CX PM
DIMENSIONS (WxDxH):	VERIFY WITH VZW CX PM
WEIGHT:	VERIFY WITH VZW CX PM

OVP-12 DETAIL

SCALE : 1"=1'



RADIO PIPE MOUNT DETAIL

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PROFESSIONAL SEAL



05/05/2026

PREPARED FOR

verizon

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TEMPLE TERRACE, FL 33637

PROJECT INFORMATION

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CITY OF BRADENTON W
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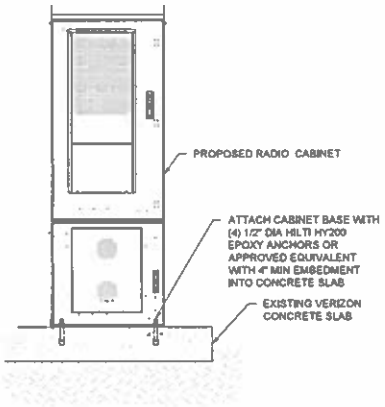
SHEET NAME

EQUIPMENT DETAILS

SHEET NUMBER

C-5

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CABINET ANCHOR BOLTS DETAIL

SCALE: NTS

PROPOSED ANTENNA & CABLE SCHEDULE

SECTOR	POS	USE	MANUFACTURER (MODEL #)	RAD CENTER	CABLE SIZE	AZIMUTH (TN)	CABLE LENGTH	MECH. D-TILT	ELEC. D-TILT	EQUIPMENT (MODEL #)	OVP-BOX (TOWER)
ALPHA	1	700 LTE 850 4G 1900 LTE 1900 2G AWS LTE L-BAND 4G	JMA (MX08FRO665-02E)	126.00'	(3) 6/12 HYBRID CABLES	60°	262'	*	*	(1) ERICSSON RRU (RRU 4480)	(3) RAYCAP OVP'S (OVP-12)
	2		ERICSSON (AIR 3283)					*	*		
	3		ERICSSON (AIR 6419)					*	*		
BETA	1		JMA (MX08FRO665-02E)			280°	246'	*	*	(1) ERICSSON RRU (RRU 4480)	
	2		ERICSSON (AIR 3283)					*	*		
	3		ERICSSON (AIR 6419)					*	*		
GAMMA	1		JMA (MX08FRO665-02E)			340°	217'	*	*	(1) ERICSSON RRU (RRU 4480)	
	2		ERICSSON (AIR 3283)					*	*		
	3		ERICSSON (AIR 6419)					*	*		

PROPOSED EQUIPMENT IN BOLD

* REFER TO RFDS

NOTES:

1. VERIZON WIRELESS CURRENTLY HAS NO CABLE INSTALLED ON RAD.
2. LENGTH FOR PROPOSED HYBRID FIBER CABLE IS FROM VERIZON WIRELESS OVP AT EQUIPMENT TO VERIZON WIRELESS RAD.
3. REQUEST CURRENT RFDS BEFORE INSTALLATION.
4. ALL VERIZON WIRELESS ANTENNA AND CABLE DATA BASED ON ASSUMED ANTENNA HEIGHT, CONTRACTOR SHALL VERIFY PROPOSED ANTENNA HEIGHT PRIOR TO INITIATION OF CONSTRUCTION ACTIVITIES, INCLUDING, BUT NOT LIMITED TO, ORDERING OF ANY ANTENNA OR CABLE MOUNTING HARDWARE.

PREPARED BY

CBVR

TELECOM DESIGN GROUP

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PROFESSIONAL ENGINEER

05/05/2026

PREPARED FOR

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TEMPLE TERRACE, FL 33637

PROJECT INFORMATION

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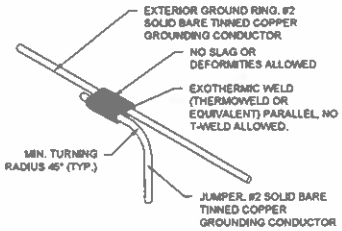
SHEET NAME

EQUIPMENT DETAILS AND PROPOSED ANTENNA & CABLE SCHEDULE

SHEET NUMBER

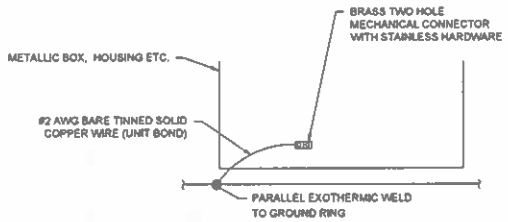
C-6

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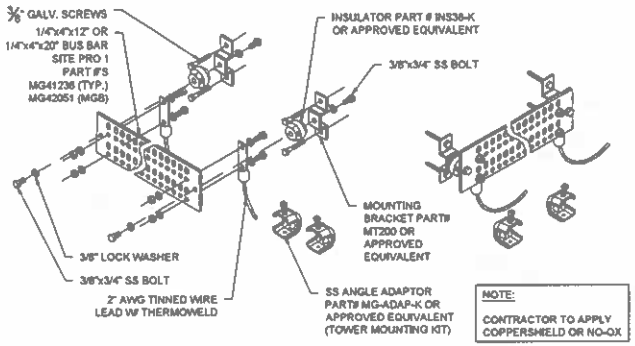
EXOTHERMIC WELD DETAIL

SCALE : N.T.S.



TYP. METALLIC GROUNDING DETAIL

SCALE : N.T.S.



NOTE:

CONTRACTOR TO APPLY COPPERSHIELD OR NO-OX

TYPICAL GROUND BAR DETAIL

SCALE : N.T.S.

ELECTRICAL NOTES:

ALL ELECTRICAL WORK SHALL CONFORM TO THE LATEST EDITION OF THE NATIONAL ELECTRICAL CODE (N.E.C.), AND APPLICABLE LOCAL CODES.

GROUNDING SHALL COMPLY WITH ARTICLE 250 OF NATIONAL ELECTRICAL CODE.

ALL ELECTRICAL ITEMS SHALL BE U.L. APPROVED OR LISTED.

ALL WIRES SHALL BE AWG MIN #12 THHN COPPER UNLESS NOTED.

CONDUCTORS SHALL BE INSTALLED IN SCHEDULE 40 PVC CONDUIT UNLESS NOTED OTHERWISE.

ROUTE GROUNDING CONDUCTORS ALONG THE SHORTEST AND STRAIGHTEST PATH POSSIBLE. BEND GROUNDING LEADS WITH A MINIMUM 8" RADIUS.

ENGAGE AN INDEPENDENT TESTING FIRM TO TEST AND VERIFY THAT RESISTANCE DOES NOT EXCEED 5 OHMS TO GROUND. TEST GROUND RING RESISTANCE PRIOR TO MAKING FINAL GROUND CONNECTIONS TO INFRASTRUCTURE AND EQUIPMENT. GROUNDING AND OTHER OPERATIONAL TESTING SHALL BE WITNESSED BY VERIZON WIRELESS'S REPRESENTATIVE.

PROVIDE PULL BOXES AND JUNCTION BOXES WHERE REQUIRED SO THAT CONDUIT BENDS DO NOT EXCEED 360°.

OBTAIN PERMITS AND PAY FEES RELATED TO ELECTRICAL WORK PERFORMED ON THIS PROJECT. DELIVER COPIES OF ALL PERMITS TO VERIZON WIRELESS REPRESENTATIVE.

SCHEDULE AND ATTEND INSPECTIONS RELATED TO ELECTRICAL WORK REQUIRED BY JURISDICTION HAVING AUTHORITY. CORRECT AND PAY FOR ANY WORK REQUIRED TO PASS ANY FAILED INSPECTION.

REDLINED AS-BUILTS ARE TO BE DELIVERED TO VERIZON WIRELESS REPRESENTATIVE.

ALL WORK SHALL BE PERFORMED IN STRICT ACCORDANCE WITH ALL APPLICABLE BUILDING CODES AND LOCAL ORDINANCES, INSTALLED IN A NEAT MANNER, AND SHALL BE SUBJECT TO APPROVAL BY VERIZON WIRELESS REPRESENTATIVE.

CONDUCT A PRE-CONSTRUCTION SITE VISIT AND VERIFY EXISTING SITE CONDITIONS AFFECTING THIS WORK. REPORT ANY OMISSIONS OR DISCREPANCIES FOR CLARIFICATION PRIOR TO THE START OF CONSTRUCTION.

PROTECT ADJACENT STRUCTURES AND FINISHES FROM DAMAGE. REPAIR TO ORIGINAL CONDITION ANY DAMAGED AREA.

REMOVE DEBRIS ON A DAILY BASIS. DEBRIS NOT REMOVED IN A TIMELY FASHION WILL BE REMOVED BY OTHERS AND THE RESPONSIBLE SUBCONTRACTOR SHALL BE CHARGED ACCORDINGLY. REMOVAL OF DEBRIS SHALL BE COORDINATED WITH THE OWNER'S REPRESENTATIVE. DEBRIS SHALL BE REMOVED FROM THE PROPERTY AND DISPOSED OF LEGALLY.

UPON COMPLETION OF WORK, THE SITE SHALL BE CLEAN AND FREE OF DUST AND FINGERPRINTS.

GROUNDING NOTES:

ALL DOWN GROUND WIRE AND GROUND SYSTEM WIRE SHALL BE #2 AWG, SOLID, BARE, TINNED COPPER. ALL CONNECTIONS TO GROUND SYSTEM SHALL BE EXOTHERMICALLY WELDED.

WHERE MECHANICAL GROUNDING CONNECTIONS ARE SPECIFIED, BOLTED, COMPRESSION-TYPE CLAMPS OR SPLIT-BOLT TYPE CONNECTORS SHALL BE USED.

GRIND OFF GALVANIZING IN AFFECTED AREA. EXOTHERMICALLY WELD #2 CONDUCTOR. COLD-GALV AFTER. EXOTHERMICALLY WELD OTHER END TO GROUND.

FOLLOWING COMPLETION OF WORK, CONDUCT GROUND TEST. SUBMIT WRITTEN TEST TO CONSTRUCTION MANAGER AND PROJECT MANAGER.

ALL GROUNDING WORK SHALL COMPLY WITH VERIZON WIRELESS STANDARDS.

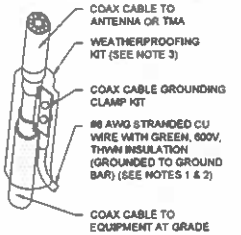
UNLESS NOTED OTHERWISE, ALL GROUNDING SHALL BE IN ACCORDANCE WITH VERIZON WIRELESS'S REQUIREMENTS FOR "BONDING, GROUNDING AND TRANSIENT PROTECTION FOR CELL SITES", AND "SITE RESISTANCE TO EARTH TESTING". ALL GROUNDING SHALL ALSO COMPLY WITH ALL STATE AND LOCAL CODES, AND THE NATIONAL ELECTRICAL CODE (NEC).

UNLESS NOTED OTHERWISE, ALL GROUNDING CONNECTIONS SHALL BE MADE BY AN EXOTHERMIC WELD.

RESISTANCE TO EARTH TESTING IS REQUIRED PER NEC STANDARDS ON ALL NEW SITES.

NEW INSTALLED ANTENNA PIPE MOUNTS SHALL BE EXOTHERMICAL GROUNDED W/ #2 AWG SOLID TINNED COPPER TO EXISTING GROUND SYSTEM (EACH SECTOR).

ALL NEW COAX OR HYBRID CABLES SHALL BE GROUNDED W/ SUPPLIED GROUND KIT TO SECTOR GROUND SYSTEM.

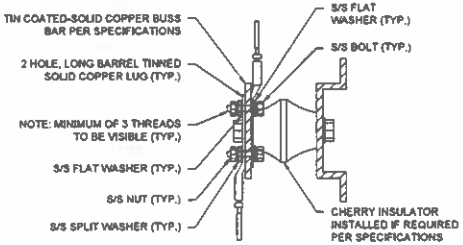


COAX CABLE GROUND

SCALE : N.T.S.

NOTES:

1. DO NOT INSTALL CABLE GROUND KIT AT A BEND AND ALWAYS DIRECT GROUND WIRE DOWN TO GROUND BAR
2. GROUNDING KIT SHALL BE TYPE AND PART NUMBER AS SUPPLIED OR RECOMMENDED BY CABLE MANUFACTURER.
3. WEATHERPROOFING SHALL BE TYPE AND PART NUMBER AS SUPPLIED OR RECOMMENDED BY CABLE MANUFACTURER.
4. BUTYL TAPE WEATHERPROOFING MUST FOLLOW MANUFACTURER'S INSTALLATION INSTRUCTIONS WITH THE FOLLOWING MODIFICATION: ON THE FIRST TAPE PASS PROVIDE A COURTESY WRAP TO AVOID PERMANENTLY ADHERING TO THE COAX CONNECTOR.
5. START TAPE APPROXIMATELY 5 INCHES FROM THE CONNECTOR AND WRAP 2 INCHES TOWARD THE CONNECTOR, THEN REVERSE THE TAPE A HALF TURN OR SO THAT THE STICKY SIDE IS UP. CONTINUE WRAPPING THE TAPE OVER THE CONNECTOR UNTIL 3 INCHES BEYOND THE CONNECTOR AND REVERSE THE TAPE A HALF TURN AGAIN OR SO THAT THE STICKY SIDE IS DOWN FOR ANOTHER 2 INCHES.
6. WHEN APPLIED, THE TAPE MUST BE ABOVE 32°F (0°C) TO ENSURE ADHESION
7. DO NOT STRETCH THE TAPE AND DO NOT PULL THE TAPE TO TEAR IT - ALWAYS CUT IT. PULLED TAPE EVENTUALLY UNRAVELS, DECREASING POSITION.
8. TIGHTLY WRAP THE RUBBER TAPE WITH 2 LAYERS OF VINYL INSULATING TAPE.



NOTES:

1. ALL HARDWARE 18-8 STAINLESS STEEL INCLUDING SPLIT WASHERS.
2. COAT WIRE END WITH ANTI-OXIDATION COMPOUND PRIOR TO INSERTION INTO LUG BARREL AND CRIMPING.
3. APPLY ANTI-OXIDATION COMPOUND BETWEEN ALL LUGS AND BUSS BARS PRIOR TO MATING AND BOLTING.

GROUNDING BAR LUG DETAILS

SCALE : N.T.S.

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No. 72397
STATE OF
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PROFESSIONAL ENGINEER

05/05/2026

PREPARED FOR

verizon

7701 E TELECOM PKWY
TEMPLE TERRACE, FL 33637

PROJECT INFORMATION

5000011325
CITY OF BRADENTON W
2905 59TH ST WEST
BRADENTON, FL 34209

CBVR PROJECT #: VZW.323.26

ISSUED DATES		
0	FOR PERMIT / CONSTRUCTION	05.05.26

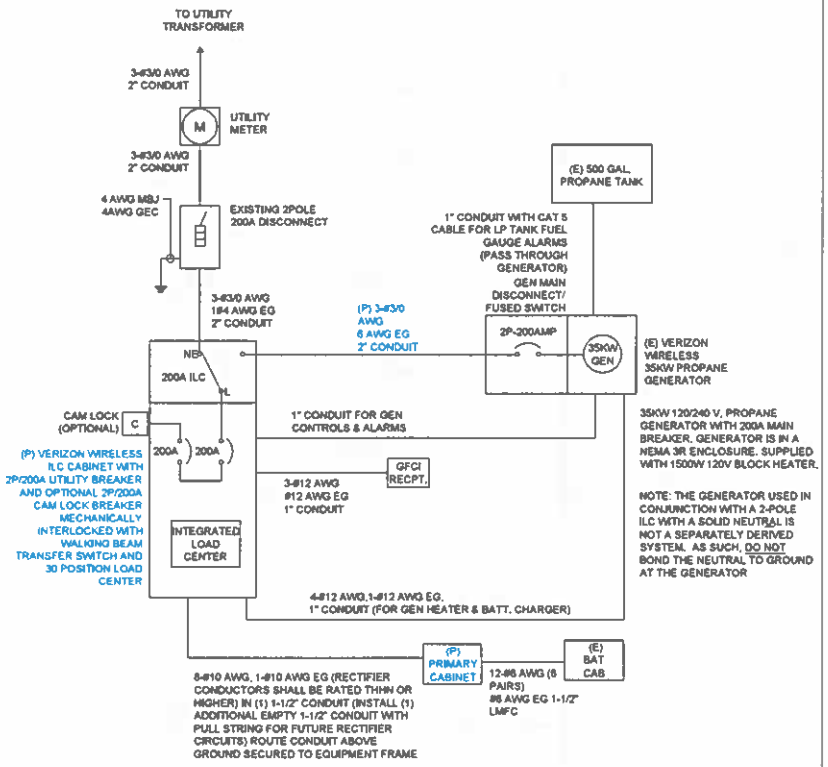
SHEET NAME

GROUNDING DETAILS

SHEET NUMBER

E-1

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NOTES:
1. ALL EQUIPMENT SHALL BE NEMA 3R RATED.
2. ALL EQUIPMENT SHALL BE LIGHTNING PROTECTED IN ACCORDANCE WITH TIA-222-G AND VERIZON WIRELESS STANDARDS.
3. DESIGN ENGINEER SHALL VERIFY ALL CONDUCTOR SIZES FOR SITE SPECIFIC DISTANCES REQUIRED (TOTAL SYSTEM VOLTAGE DROP INCLUDING FEEDERS AND BRANCH CIRCUITS TO THE FARTHEST DEMAND SHALL NOT EXCEED 5%).
4. WIRE SIZING AND MAXIMUM DISTANCE FROM GENERATOR TO ILC ASSUMES POWER FACTOR OF 0.9.
5. BELOW GRADE CONDUIT SHALL BE SCHEDULE 80 PVC. ABOVE GRADE CONDUIT SHALL BE GALVANIZED RIGID CONDUIT. BELOW GRADE PVC CONDUIT SHALL TRANSITION TO GRC PRIOR TO RISING ABOVE GRADE. ALL BENDS SHALL HAVE A MINIMUM 24" RADIUS. ALL FITTINGS SHALL BE SUITABLE FOR USE WITH THREADED RIGID CONDUIT. VERIFY CONDUIT TYPE WITH LOCAL CONSTRUCTION MANAGER AND ADJUST IF NECESSARY. ALL CONDUIT SHALL MEET NEC, STATE, AND LOCAL CODE REQUIREMENTS AS REQUIRED.

VERIZON WIRELESS ELECTRICAL SINGLE LINE DIAGRAM

NOT TO SCALE

PANEL NAME:	VERIZON			MODEL NUMBER:	ASCO 0300L SERIES									
RATED VOLTAGE:	240	120	VOLTS	PHASE/WIRE:	1	3								
MAIN BREAKER:	200	AMPS		BUS RATING:	200			KEY DOOR LATCH:	YES					
MOUNT:	SURFACE			NEUTRAL BAR:	YES			HINGED DOOR:	YES					
ENCLOSURE TYPE:	NEMA 3R			AIC:	65K									

POS	USAGE FACTOR	BUS AMPS L1	BUS AMPS L2	LOAD	POLES	AMPS	L1	L2	AMPS	POLES	LOAD	BUS AMPS L1	BUS AMPS L2	USAGE FACTOR	POS
1	1	12		RECTIFIER 1	2	30A			20A	1	GENERATOR CHARGER	8		1	2
3	1		12						20A	1	GENERATOR HEATER		12	1	4
5	1	12		RECTIFIER 2	2	30A			20A	1	GFCI	4		1	6
7	1		12										12	1	8
9	1	12		RECTIFIER 3	2	30A			30A	2	RECTIFIER 4	12		1	10
11	1		12										12	1	12
13									30A	2	RECTIFIER 5	12		1	14
15															16
17															18
19															20
21															22
23															24
25															26
27															28
29															30
		36	36	FACTORED SUB TOTAL AMPS							FACTORED SUB TOTAL AMPS:	36	36		
											FACTORED TOTAL AMPS:	72	72		

NOTES:
1. ALL CONDUCTORS ARE TYPE THWN (75°C) COPPER, UNLESS NOTED OTHERWISE.
2. MAXIMUM LENGTH OF RUN FOR RECTIFIER CIRCUITS IS 50FT.
3. ASCO INTEGRATED LOAD CENTER INCLUDES 200 AMP MAIN DISCONNECT AND TRANSFER SWITCH FOR PORTABLE OR PERMANENT GENERATOR.
4. RECTIFIER LOADS ARE CONSIDERED TO BE NON-CONTINUOUS, BLOCK HEATER AND BATTERY CHARGER ARE INACTIVE WHILE GENERATOR IS IN USE.
5. IF ADDITIONAL FUTURE LOADS ARE ADDED WHICH CAUSE TOTAL DEMAND TO EXCEED GENERATOR BREAKER SIZE, BACKUP POWER SYSTEM SHALL BE EVALUATED AND UPGRADED AS NECESSARY.

VZW LOAD CALCULATION

LOAD	AMPS
PROPOSED LOAD:	72
TOTAL DEMAND:	72
VOLTAGE: 120/240V SINGLE PHASE 3W 200A	

PANEL SCHEDULE

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