AGENDA
BRADENTON CITY COUNCIL MEETING
8:30 a.m. Wednesday, September 9, 2026
CITY HALL COUNCIL CHAMBERS - 101 OLD MAIN STREET

1. INVOCATION & PLEDGE

Pastor Don Sturiano with Kingdom Life Christian Church

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

2. MEETING CALLED TO ORDER

3. PROCLAMATIONS

a) Legislative: Tribute to Heroes Day
Tribute to Heroes Day Proclamation

4. PRESENTATIONS

5. CITIZEN COMMENTS

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

6. CONSENT AGENDA

a) Administrative Services: Resolution 26-65 - State Housing Initiatives Partnership (SHIP) Housing Rehabilitation Loan
Resolution 26-65
Bids Received
Scope of Work
Homeowner Selection of Contractor
b) Administrative Services: Resolution 26-68 - 2026 State Housing Initiatives Partnership (SHIP) Annual Report
Resolution 26-68
c) City Administration: Resolution 26-70 - Revised Policy and Procedures Governing Advisory Boards and Committees
Resolution 26-70
d) Clerk: Minutes from the August 12, 2026, City Council Meeting
8-12-2026 City Council Meeting Minutes
e) Clerk: Minutes from the August 19, 2026, City Council Budget Workshop

8-19-2026 City Council Budget Workshop Minutes

f) Clerk: Minutes from the August 26, 2026, City Council Meeting
8-26-2026 City Council Meeting Minutes
g) Police: Forfeiture Funds Expense Request
h) Police: Opioid Funds Expenditure - Crime Reduction Team Equiptment and Supplies
Opioid Funds Expenditure
i) Public Works & Utilities: Change Order No. 1 for the Elevated Tank 5 Renovation
Change Order No. 1
j) Public Works & Utilities: Contract Amendment 2 to Fawley Bryant Architecture for City Park Project Design
Contract Amendment 2 with Fawley Bryant Architecture
Project Phasing Impact Schedule
k) Public Works & Utilities: Florida Division of Emergency Management (FDEM) Hazard Mitigation Grant Program Agreement H1518 for the City of Bradenton Stormwater Master Plan
FDEM Grant Agreement H1518
l) Public Works & Utilities: Florida Department of Transportation (FDOT) Supplemental Agreement No. 1 to the Local Agency Program (LAP) Agreement for Southern Parkway
Supplemental Agreement No. 1 to the LAP Agreement
m) Purchasing: Construction Contract for the Love Park Renovation Project with Bandes Construction Company, Inc.
Construction Contract with Bandes Construction Company, Inc.
n) Purchasing: First Contract Extension with Gilliam Construction, LLC
First Contract Extension with Gilliam Construction, LLC
o) Purchasing: First Contract Extension with Southern Striping Solutions, LLC D/B/A Collier Paving and Concrete
First Contract Extension with Southern Striping Solutions, LLC D/B/A Collier Paving and Concrete
p) Purchasing: Fourth Extension of the Agreement for R Grade Anhydrous Ammonia with Airgas Specialty Products, Inc.
Fourth Extension of the Agreement with Airgas Specialty Products, Inc.

7. BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

a) Police: FY 2026 Edward Byrne Memorial Justice Assistance Grant Submission (JAG) - PUBLIC HEARING
FY 2026 Edward Byrne Memorial Justice Assistance Grant Submission (JAG)

b) Planning & Community Development: ORDINANCE 4064 - FIRST READING

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, ANNEXING INTO THE CITY OF BRADENTON CERTAIN REAL PROPERTY CONTIGUOUS THERETO, GENERALLY LOCATED APPROXIMATELY 1,200 FEET EAST OF THE INTERSECTION OF 59TH STREET WEST AND 33RD AVENUE DRIVE WEST, IDENTIFIED AS PARCEL "A" IN A FEE SIMPLE DEED OF THE MANATEE COUNTY OFFICIAL RECORDS BOOK 1043, PAGE 1914, AND MORE PARTICULARLY DESCRIBED HEREIN, CONTAINING 0.62 ACRES TOTAL AND OWNED BY THE CITY OF BRADENTON; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR AMENDMENT OF THE CITY BOUNDARIES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Ordinance 4064
Staff Report
Application

c) Planning & Community Development: ORDINANCE 4081 - FIRST READING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, ANNEXING INTO THE CITY OF BRADENTON CERTAIN REAL PROPERTY CONTIGUOUS THERETO, GENERALLY LOCATED APROXIMATELY 160 FEET SOUTH OF THE INTERSECTION OF 59TH STREET WEST AND 33RD AVENUE DRIVE WEST, IDENTIFIED AS PARCEL "B" IN A FEE SIMPLE DEED OF THE MANATEE COUNTY OFFICIAL RECORDS BOOK 1043, PAGE 1914, AND MORE PARTICULARLY DESCRIBED HEREIN, CONTAINING 0.42 ACRES TOTAL AND OWNED BY THE CITY OF BRADENTON; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR AMENDMENT OF THE CITY BOUNDARIES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.
Ordinance 4081
Staff Report
Application

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

a) City Administration: Deed from Manatee County for Property Located at 1009 4th Avenue West (Former GTE Building)
County Deed for 1009 4th Avenue West

b) City Administration: Census Population Estimate Report and Authorization
2026 Letter from the University of Florida
2025 Letter from the University of Florida

c) City Administration: Proposed Purchase and Sale Agreement for 1706 9th Street East - Surplus
Proposed Purchase and Sale Agreement for 1706 9th Street East

9. UNFINISHED BUSINESS

10. COUNCIL REPORTS

11. DEPARTMENT HEAD REPORTS

12. ADJOURN

RULES OF PROCEDURE FOR AGENDA AND PUBLIC APPEARANCES BEFORE CITY COUNCIL

Please place all cell phones on silent!

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

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

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

La ciudad de Bradenton proveera servicio de interprete a las personas quienes su primer lenguage no es el ingles. Si necesita estos servicios, usted o su representante puede comunicar al ADA/Title VI Coordinator, 101 Old Main Street,

Bradenton, FL 34205. Tambien puede llamar al (941) 932-9470 o enviar correo electronico a ADACoordinator@cityofbradenton.com

AT COUNCIL MEETING:

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

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

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

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

Note: If handouts are being distributed, please provide a minimum of ten (10) copies to the City Clerk. If you wish to display a drawing or rendering, contact Tamara Melton, as indicated above, prior to the meeting. Any submissions commented on, photographs, letters, renderings, etc. will be kept by the City Clerk for the official record.

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

PLEDGE OF PUBLIC CONDUCT We, the Mayor, City Council and Employees of the City of Bradenton, agree to: *Establish a process to promote positive interaction among ourselves and the citizens of Bradenton in a positive and non-

threatening environment. *Encourage visible, involved and active participation among all. *Promote improved communication through active listening, providing feedback and honest expression of ideas. *Utilize consensus for decision making. *We realize that though we may disagree, we will be respectful of each other. *We will direct all comments to the issues and will avoid personal attacks.

AGENDA ITEM NO. 3.a

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: September 9, 2026

SUBMITTED BY: Kelly Thomas, Legislative

ITEM TYPE: Proclamation

AGENDA SECTION: PROCLAMATIONS

SUBJECT: Tribute to Heroes Day

SUGGESTED ACTION: N/A

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
N/A

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
N/A

ATTACHMENTS:
Tribute to Heroes Day Proclamation

City of Bradenton
Office of the Mayor

Proclamation

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

Tribute to Heroes Day
September 11, 2026

Whereas, on September 11, 2001, the United States suffered and endured one of the most horrific acts in our history, the attack of our homeland by terrorists who highjacked four jetliners in a carefully executed plan to fill Americans with fear and insecurity; and

Whereas, the American people refused to be cowed, and stood proud and honored their lost countrymen with strength and dignity; and

Whereas, 343 firefighters and 60 police officers lost their lives on that fateful day as they responded to the calls of the injured and trapped. They did not hesitate. They did not falter. They went forward regardless of the risk and are true heroes; and

Whereas, September 11, 2001, proved to the world that heroes come in all shapes and sizes. They are the many firefighters, emergency services and law enforcement personnel who responded on that day, and are ready to respond again, whenever and wherever they are needed; and

Whereas, the courageous and unselfish acts that day proved again that our country is truly the land of the free and the home of the brave.

Now, Therefore Be It Resolved that, I, Gene Brown, as Mayor of the City of Bradenton, Florida, do hereby proclaim September 11, 2026, as ***Tribute to Heroes Day***, and urge all citizens to reflect and remember those lost but never forgotten and thank those emergency response personnel who risk their lives daily. Their spirit endures in the breeze that lifts the Stars and Stripes each and every day. God bless America and all those that reside in her land from sea to shining sea.

Gene Brown
Mayor
September 9, 2026

AGENDA ITEM NO. 6.a

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: September 9, 2026

SUBMITTED BY: Dietra Barfield, Administrative Services

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 26-65 - State Housing Initiatives Partnership (SHIP) Housing Rehabilitation Loan

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
This loan will provide $71,312.00 in Housing Rehabilitation (SHIP) funding to rehabilitate single-family home located in Ward 4 at 1002 3rd Avenue East, Bradenton, FL 34208. The contractor bid submitted by Construction by Cadena, LLC, for $71,312.00 was determined to be the most responsive bid for this project.

As the homeowner resides within the Downtown Community Redevelopment Area (CRA), a CRA grant in the amount of $16,680.00 will be applied toward the cost of installing a metal roof and windows once the project is completed. This grant will reduce the total loan amount to $54,632.00

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

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by the City Attorney.

SUGGESTED MOTION:

Motion to approve Resolution 26-65.

ATTACHMENTS:
Resolution 26-65
Bids Received
Scope of Work
Homeowner Selection of Contractor

CITY OF BRADENTON
RESOLUTION NUMBER 26-65

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, APPROVING SHIP REHABILITATION LOAN FOR 1002 3rd AVENUE EAST BRADENTON, FL 34208 FOR $71,312.00; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, homeowner, **Lydia Copeland-McNeal** (the "Owner"), was determined eligible to receive assistance with rehabilitation of her home located at **1002 3rd Avenue East, Bradenton, Florida 34208**; and

WHEREAS, the City awards funding for housing rehabilitation projects through an open, competitive bidding process, and the bid submitted by Construction by Cadena, LLC, for $71,312.000, was determined to be the most responsive bid.

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

1. The City of Bradenton hereby approves the Housing Rehabilitation loan in the amount of $71,312.00 to the Owner for the property located at 1002 3rd Avenue East, Bradenton, Florida 34208.

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

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

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 9TH DAY OF SEPTEMBER 2026.

ATTEST:

Tamara Melton
CITY CLERK

Gene Brown
MAYOR

APPROVED AS TO FORM:

Scott Rudacille
CITY ATTORNEY

Contractor Bids Received

Date: August 11, 2026

Time: 2:00 p.m.

Project: **Lydia Copeland-McNeal**
1002 3rd Ave E
Bradenton, FL 34208

Program: SHIP- State Initiatives Partnership Program

Contractor	**Proposal Budget**	Received by:	Time
Ellis Enterprises Construction	$93,391.20	Dietra Barfield	11:24AM
Full Circle Construction	$126,767.66	Dietra Barfield	1:46PM
Construction by Cadena	$71,312.00	Vicki White	2:00PM

Opened by:
Vicki White 8/11/2026
HCD Staff Date

WORK SPECIFICATIONS

Client: Lydia Copeland-McNeal
Property: 1002 3rd Ave. E.
Bradenton, FL 34208
Telephone: (941)405-2718

Contact for Information:
DIETRA BARFIELD
CITY OF BRADENTON

Total Bid:	0.00
Change Orders	0.00
Adjusted Bid:	0.00

Revised Scope of Work as of 8/4/2026

Materials + Labor

1. GENERAL REQUIREMENT WORK WRITE UP

1.00 EACH

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

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

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

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

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

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

Materials + Labor

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

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

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

2. OVERHEAD & PROFIT

1.00

OVERHEAD & PROFIT
Overhead and profit is capped at 20%

3. INSTALL METAL ROOF

2800.00 SF

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

4. IMPACT WINDOW, STANDARD SIZE

4.00 EACH

IMPACT WINDOW, STANDARD SIZE

The number of windows being replaced is decreased from 13 to 4

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

- 3 Front windows (left, center bay window, right)
- 1 left side(remove A/C unit and dispose)
- Front bay window has a wood header that will need to be reconstructed as part of the window replacement process.

Materials + Labor

5. ALUMINUM FASCIA & SOFFIT (*)

1700.00 SF

ALUMINUM FASCIA & SOFFIT (*)
Install new aluminum fascia and soffit as per manufacturer's specification. Owner to select color.

-Replace 2x8 Fascia boards with 2x6 Fascia boards.
Remove underline soffit and install new soffit to code.

6. OVERHEAD GARAGE DOOR- 9' X 7' IMPACT

OVERHEAD GARAGE DOOR- 9' X 7' IMPACT
Remove existing door and hardware, dispose of debris in legal dump. Replace with 24 gauge steel insulated impact door with factory finish. Replace all hardware and adjust door to operate properly. Owner to select from available stock colors. Include the cost of a garage door opener with two opener fobs and a keypad in your bid.

-This item is being omitted.

7. PRESSURE WASH EXTERIOR WALLS

1.00 DU

PRESSURE WASH EXTERIOR WALLS

8. PAINT EXTERIOR SURFACES OF MASONRY WALLS (*)

2500.00 SF

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

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

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

INSTALL A NEW EXTERIOR PREHUNG 6-PANEL INSULATED IMPACT DOOR (*
Install a new prehung, 6-panel insulated impact door unit including jamb, casing, hinges, door stop, striker plate, peep site, threshold and weatherstripping. Install a new entry and single cylinder deadbolt lockset keyed alike. Purchase allowance: $100.00 for enry lock and deadbolt. To include painting.

- Omit this item

Materials + Labor

10. REMOVE ROLLED ROOFING AND INSTALL NEW ROLLED ROOFING

400.00 SF

Remove rolled roofing and install new rolled roofing
PERMIT REQUIRED
Remove rolled roofing. Inspect decking for damages. Replace any damaged decking. A change order may be submitted for the cost of replacing any damaged decking. PLEASE INCLUDE A PER SHEET COST WITH YOUR BID. Install a secondary water barrier and rolled roofing per manufacturer's instructions. Rolled roofing to be energy star qualified product.

-Back open porch and back enclosed porch area.

11. INSTALL GABLE END BRACES IN ATTIC

2.00 EACH

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

12. HURRICANE STRAPS

90.00 LF

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

-The house has straps installed and will need to be brought up to code.

13. EXTERIOR WALLS - CEMENTOUS BOARD

375.50 SF

EXTERIOR WALLS - CEMENTOUS BOARD
Install new cementous board or hardie plank to exterior wall. Use manufacturer's methods.

14. INSTALL HARDIEBOARD PORCH CEILING

156.00 SF

INSTALL HARDIEBOARD PORCH CEILING - back open porch

Install .25 in. thick Hardie Board porch ceiling material. Install per manufacturer's specifications. Homeowner to select standard shelf stock color.

Materials + Labor

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

4.00 EACH

INSTALL NEW 6" X 6", PRESSURE TREATED WOOD POSTS - back openporch

Install a new pressure treated 6" x 6" wood porch post properly anchored to structure to be storm-proof. Post to rest elevated above floor on a precast metal post cleat. Apply solid color stain or paint to post. Homeowner to select color.

16. REPAIR GABLE END SHEATHING

3.00 SF

Repair gable end sheathing
Repair damaged gable end sheathing.

17. TERMITE INSPECTION

1.00 EACH

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

18. INSTALL INSULATION IN CEILING

1700.00 SF

Install insulation in ceiling

Install blown in insulation in the attic to yield R-30 insulation factor.

19. GRADE PROPERTY TO IMPROVE DRAINAGE

500.00 SF

Grade property to improve drainage
Grade property to improve drainage away from home. Resod the yard as needed.

20. DEMOLISH WALL AROUND BACK PORCH

120.00 SF

Demolish wall around back porch

Demolish low concrete block wall around back porch. Remove all debris once demolition is completed.

The Friendly City

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

Homeowner Selection of Contractor

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

1002 3rd Ave E, Bradenton, FL 34208

The bids that were received are as follows:

Herman Cadena	$54,632.00
Ellis Enterprise	$69,891.60

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

Herman Cadena _____ $54,632.00_____
Contractor Bid amount

_____ _____
Signature Date

Note: Homeowner is in the hospital and was unable to sign the contractor selection form at this time. HCD staff reviewed the bids submitted with her over the phone so that she was able to make her selection. She selected Herman Cadena. When the pre-rehab closing is held, she will sign the contractor selection form.

AGENDA ITEM NO. 6.b

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE:	September 9, 2026
SUBMITTED BY:	Vicki White, Administrative Services
ITEM TYPE:	Resolution
AGENDA SECTION:	CONSENT AGENDA
SUBJECT:	Resolution 26-68 - 2026 State Housing Initiatives Partnership (SHIP) Annual Report
SUGGESTED ACTION:	Approve the City of Bradenton's 2026 SHIP Annual Report.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City of Bradenton Division of Housing and Community Development submits a performance report annually to the Florida Housing Finance Corporation for activities undertaken during the year using its State Housing Initiatives Partnership (SHIP) funding. Once this report is approved by the Mayor and City Council it is submitted to Florida Housing by September 15, 2026.

FINANCIAL IMPACT:
N/A

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

SUGGESTED MOTION:
Motion to approve Resolution 26-68.

ATTACHMENTS:
Resolution 26-68

CITY OF BRADENTON

RESOLUTION NUMBER 26-68

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA APPROVING THE CITY OF BRADENTON'S 2026 SHIP ANNUAL REPORT; AUTHORIZING THE MAYOR TO EXECUTE THE SHIP PROGRAM ANNUAL REPORT AND LOCAL HOUSING INCENTIVES CERTIFICATION; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council for the City of Bradenton wishes to approve the attached 2026 SHIP Annual Report (the "Report"); and

WHEREAS, the Report describes housing activities the City undertook during the 2023-24 and 2024-25 program years; and

WHEREAS, the Report will be submitted to the Florida Housing Finance Corporation by September 15, 2026, for final review and approval.

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

1. The City of Bradenton hereby approves the 2026 SHIP Annual Report, attached hereto and incorporated herein by reference.
2. The Mayor is authorized to execute the 2026 SHIP Program Annual Report and Local Housing Incentives Certification, attached hereto and incorporated herein by reference.
3. The Resolution shall take effect immediately upon its adoption.

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 9TH DAY OF SEPTEMBER 2026.

ATTEST:

_____
Tamara Melton
CITY CLERK

_____
Gene Brown
MAYOR

APPROVED AS TO FORM:

_____
Scott Rudacille
CITY ATTORNEY

City of Bradenton

State Housing Initiatives Partnership (SHIP) Program

2026 Annual Report

EQUAL HOUSING OPPORTUNITY

Gene Brown, Mayor

<u>Staff and Administration</u>

Nilsa Taylor, Administrative Services Director

Vicki White, Housing and Community Development Manager

Dietra Barfield, Housing and Community Development Specialist

City of Bradenton, Florida

Administrative Services Department

Housing and Community Development Division

State Housing Initiatives Partnership (SHIP) Program

2026 Annual Report

Mayor

Honorable Gene Brown

Ward 1

Councilwoman Jayne Kocher

Ward 2

Councilwoman Marianne Barnebey

Ward 3

Councilman Kemp Schuessler

Ward 4

Councilwoman Lisa Gonzalez Moore

Ward 5

Councilwoman Pam Coachman

SHIP Distribution Summary

Homeownership

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
2	2-Purchase Assistance	$20,000.00	1				
3	3-Owner Occupied Rehab	$353,466.64	12	$230,727.25	3		
3	3-Owner-Occupied Rehab			$42,996.00	1		
5	5-Disaster Recovery	$11,781.00	2				
6	6-Emergency Repair	$43,196.20	5	$10,030.00	1		
7	7-Foreclosure Prevention	$16,174.94	4				
	Homeownership Totals:	**$444,618.78**	**24**	**$283,753.25**	**5**		

Rentals

Code	Strategy	Expended Amount	Units	Encumbered Amount	Units	Unencumbered Amount	Units
13	Rental assistance	$44,852.73	23				
	Rental Totals:	**$44,852.73**	**23**				
	Subtotals:	**$489,471.51**	**47**	**$283,753.25**	**5**		

Additional Use of Funds

Use	Expended	Percentage
Administrative	$66,650.90	10.00 %
Homeownership Counseling	$.00	
Admin From Program Income	$6,471.01	4.99 %
Admin From Disaster Funds	$.00	-
Admin From HHRP	$.00	.00 %

Totals:	**$562,593.42**	**47**	**$283,753.25**	**5**	**$.00**	

Total Revenue (Actual and/or Anticipated) for Local SHIP Trust Fund

Source of Funds	Amount
State Annual Distribution	$666,509.00
Program Income (Interest)	$24,202.60
Program Income (Payments)	$105,476.92
Recaptured Funds	$.00
Disaster Funds	
HHRP Funds	$33,000.00
Carryover funds from previous year	$21,713.93
Total:	**$850,902.45**

*** Carry Forward to Next Year: $4,555.78**

NOTE: This carry forward amount will only be accurate when all revenue amounts and all expended, encumbered and unencumbered amounts have been added to Form 1

Rental Unit Information

Description	Eff.	1 Bed	2 Bed	3 Bed	4 Bed
ELI	528	566	678	847	1,049
VLI	880	942	1,131	1,306	1,457
LOW	1,407	1,508	1,808	2,090	2,331
MOD	2,112	2,262	2,715	3,136	3,498
Up to 140%	2,464	2,639	3,167	3,659	4,081

Recap of Funding Sources for Units Produced ("Leveraging")

Source of Funds Produced through June 30th for Units	Amount of Funds Expended to Date	% of Total Value
SHIP Funds Expended	$489,471.51	70.45%
Public Moneys Expended	$33,713.00	4.85%
Private Funds Expended	$169,900.00	24.45%
Owner Contribution	$1,716.22	.25%
Total Value of All Units	$694,800.73	100.00%

SHIP Program Compliance Summary - Home Ownership/Construction/Rehab

Compliance Category	SHIP Funds	Trust Funds	% of Trust Fund	FL Statute Minimum %
Homeownership	$728,372.03	$721,222.93	100.99%	65%
Construction / Rehabilitation	$717,247.79	$721,222.93	99.45%	75%

Program Compliance - Income Set-Asides

Income Category	SHIP Funds	Total Available Funds % *	Totals of Percentages
Extremely Low	$143,537.94	16.87%	
Very Low	$152,646.24	18.66%	EL+VL: 34.81%
Low	$267,179.68	31.40%	EL+VL+L: 66.21%
Moderate	$209,860.90	24.66%	
Over 120%-140%	$.00	.00%	
Totals:	$773,224.76	93.13%	

Project Funding for Expended Funds Only

Income Category	Total Funds Mortgages, Loans & DPL's	Mortgages, Loans & DPL Unit #s	Total Funds SHIP Grants	SHIP Grant Unit #s	Total SHIP Funds Expended	Total # Units
Extremely Low	$26,806.75	1	$31,528.79	12	$58,335.54	13
Very Low	$41,096.15	2	$53,973.24	16	$95,069.39	18
Low	$177,770.64	3	$36,383.04	9	$214,153.68	12
Moderate	$116,953.90	2	$4,959.00	2	$121,912.90	4
Over 120%-140%	$.00	0	$.00	0	$.00	0
Totals:	$362,627.44	8	$126,844.07	39	$489,471.51	47

Number of Households/Units Produced

Strategy	List Unincorporated and Each Municipality	ELI	VLI	Low	Mod	Over 121-140%	Total
7-Foreclosure Prevention	Bradenton	2	1	1			4
6-Emergency Repair	Bradenton	2	2	1			5
5-Disaster Recovery	Bradenton		1	1			2
3-Owner Occupied Rehab	Bradenton	2	3	3	4		12
2-Purchase Assistance	Bradenton			1			1
Rental assistance	Bradenton	7	11	5			23
	Totals:	**13**	**18**	**12**	**4**		**47**

Characteristics/Age (Head of Household)

Description	List Unincorporated and Each Municipality	0 - 25	26 - 40	41 - 61	62+	Total
7-Foreclosure Prevention	Bradenton			2	2	4
6-Emergency Repair	Bradenton				5	5
5-Disaster Recovery	Bradenton			1	1	2
3-Owner Occupied Rehab	Bradenton			7	5	12
2-Purchase Assistance	Bradenton	1				1
Rental assistance	Bradenton	2	9	9	3	23
	Totals:	**3**	**9**	**19**	**16**	**47**

Family Size

Description	List Unincorporated and Each Municipality	1 Person	2- 4 People	5 + People	Total
7-Foreclosure Prevention	Bradenton	3		1	4
6-Emergency Repair	Bradenton	3	2		5
5-Disaster Recovery	Bradenton		2		2
3-Owner Occupied Rehab	Bradenton	5	5	2	12
2-Purchase Assistance	Bradenton	1			1
Rental assistance	Bradenton	7	14	2	23
	Totals:	**19**	**23**	**5**	**47**

Race (Head of Household)

Description	List Unincorporated and Each Municipality	White	Black	Hisp-anic	Asian	Amer-Indian	Other	Total
7-Foreclosure Prevention	Bradenton		4					4
6-Emergency Repair	Bradenton	3	1	1				5

5-Disaster Recovery	Bradenton	1	1					2
3-Owner Occupied Rehab	Bradenton	8	4					12
2-Purchase Assistance	Bradenton		1					1
Rental assistance	Bradenton	4	15	4				23
	Totals:	**16**	**26**	**5**				**47**

Demographics (Any Member of Household)

Description	List Unincorporated and Each Municipality	Farm Worker	Home-less	Elderly	Total
7-Foreclosure Prevention	Bradenton			2	2
6-Emergency Repair	Bradenton			5	5
5-Disaster Recovery	Bradenton			1	1
3-Owner Occupied Rehab	Bradenton			5	5
2-Purchase Assistance	Bradenton				0
Rental assistance	Bradenton			3	3
	Totals:			**16**	**16**

Special Target Groups for Funds Expended (i.e. teachers, nurses, law enforcement, fire fighters, etc.) Set Aside

Description	Special Target Group	Expended Funds	Total # of Expended Units
3-Owner Occupied Rehab	Government Employee	8,129.35	1
Rental assistance	Nurse/Healthcare	16,407.77	7
Rental assistance	Educator/School Employee	1,760.90	1

Status of Incentive Strategies

Incentive	Description (If Other)	Category	Status	**Year Adopted (or N/A)**
Expedited permitting		Required	Implemented, in LHAP	2006
Ongoing review process		Required	Implemented, in LHAP	2009
Flexible densities		Required	Implemented, in LHAP	2006
Reduction of parking and setbacks	modification of parking requirements	Required	Implemented, in LHAP	2006
Reduction of parking and setbacks	modification of setbacks	Required	Implemented, in LHAP	2006
Allowance of accessory dwelling units	form-based code areas	Required	Implemented, in LHAP	2011
Allowance of flexible lot sizes		Required	Implemented, in LHAP	2011
Modification of street requirements		AHAC Review	Not Adopted	N/A
Printed inventory of public owned lands		Required	Implemented, in LHAP	2021
Support of development near transportation/employment hubs		Required	Implemented, in LHAP	2009
Other	Affordable green building	Required	Implemented, in LHAP	2009

Support Services

There are several nonprofits offering services to City residents. Those in need of housing can turn to the Salvation Army and their case managers will work with them to strengthen their financial skills to help with transition from temporary housing to permanent housing. Gulf Coast Legal works with those in rental properties battling landlord issues and possible eviction. Goodwill Industries works with individuals on developing job skills that can lead to better employment and higher incomes. Step Up Suncoast helps with rental and utility deposits as well as mortgage and rent payments. Turning Points offers healthcare services to households that are extremely low to low income, as well as laundry, hygiene, and meal services to people who are homeless. Meals on Wheels Plus of Manatee County also offers meal services to low income, elderly and disabled households

Other Accomplishments

The city's SHIP program partnered with the city's CRA home improvement grant program to reach more homeowners needing home repairs during 2025-26. The CRA program offers 50/50 matching grants to homeowners who want to replace their roof, windows, doors, electrical panel upgrades, and sewer main replacement. Homeowners interested in the program do not always have the funds available to complete the work on their own, then submit for reimbursement of 50% of the cost. The SHI program will cover the match and pay for other needed repairs that the CRA program does not cover, such as HVAC repairs, accessibility improvements, and exterior painting. This partnership has increased the ability of homeowners, particularly elderly and disabled homeowners, to participate in the CRA's program. It has also enabled the SHIP program to stretch its dollars further.

Availability for Public Inspection and Comments

Availability of the SHIP Annual Report was advertised in the local newspaper and at City Hall.

Life-to-Date Homeownership Default and Foreclosure

Total SHIP Purchase Assistance Loans: **499**

Mortgage Foreclosures

A. Very low income households in foreclosure: **24**

B. Low income households in foreclosure: **46**

C. Moderate households in foreclosure: **5**

Foreclosed Loans Life-to-date: **75**

SHIP Program Foreclosure Percentage Rate Life to Date: **15.03**

Mortgage Defaults

A. Very low income households in default: **24**

B. Low income households in default: **60**

C. Moderate households in default: **7**

Defaulted Loans Life-to-date: **91**

SHIP Program Default Percentage Rate Life to Date: **18.24**

Strategies and Production Costs

Strategy	Average Cost
2-Purchase Assistance	$20,000.00
3-Owner Occupied Rehab	$29,455.55
5-Disaster Recovery	$5,890.50
6-Emergency Repair	$8,639.24
7-Foreclosure Prevention	$4,043.74
Rental assistance	$1,950.12

Expended Funds

Total Unit Count: **47** Total Expended Amount: **$489,471.51**

Strategy	Full Name	Address	City	Zip Code	Expended Funds	FY if Unit Already Counted
7-Foreclosure Prevention	Marsha Bell	1530 18th St. E.	Bradenton	34208	$3,225.50	
6-Emergency Repair	Kathlyn Doty	2711 9th Ave W	Bradenton	34205	$13,285.00	
6-Emergency Repair	Karen Roberts	1813 6th Ave W	Bradenton	34205	$12,299.00	
6-Emergency Repair	John Thompson	6708 35th Ave W	Bradenton	34205	$5,100.00	
5-Disaster Recovery	Jacqueline Rumph	917 21st St Ct E	Bradenton	34208	$4,237.00	
6-Emergency Repair	Beatrice Pompey	912 14th St. E.	Bradenton	34208	$10,000.00	

3-Owner Occupied Rehab	Itati Benitez	3706 61st St. W.	Bradenton	34205	$300.00	
3-Owner Occupied Rehab	William & Kim Forman	1806 2nd Ave E	Bradenton	34208	$16,711.90	
3-Owner Occupied Rehab	Rhonda Grooms	1003 8th Ave E	Bradenton	34208	$26,806.75	
5-Disaster Recovery	Robert and Christine Belville	4118 24th Ave. W.	Bradenton	34205	$7,544.00	
6-Emergency Repair	Naida Sierra	1408 10th St. W.	Bradenton	34205	$2,512.20	
3-Owner Occupied Rehab	Jacqueline Rumph	917 21st St. Ct. E.	Bradenton	34208	$2,530.20	
7-Foreclosure Prevention	Yolanda Mays	1625 14th Ave. E.	Bradenton	34208	$4,790.84	
7-Foreclosure Prevention	Toni Dutrevil	2104 14th Ave. E.	Bradenton	34208	$3,114.72	
7-Foreclosure Prevention	Audrey Smith	816 12th Ave. W.	Bradenton	34205	$5,043.88	
3-Owner Occupied Rehab	Deborah Antosca	1020 26th St W	Bradenton	34205	$3,050.00	
3-Owner Occupied Rehab	Karen & Andrea Rankin-Magee	2505 12th Ave W	Bradenton	34205	$100,242.00	
3-Owner Occupied Rehab	Ron & Elizabeth Reed	4030 Sandpointe Dr	Bradenton	34205	$99,899.94	
3-Owner Occupied Rehab	Laura Peduzzi	5315 36th Ave Dr W	Bradenton	34205	$32,966.80	
3-Owner Occupied Rehab	Kim Dresser	2502 11th Ave. W.	Bradenton	34205	$3,159.00	
3-Owner Occupied Rehab	Yolanda Mays	1625 14th Ave. E.	Bradenton	34208	$57,870.70	
3-Owner Occupied Rehab	Robert McCall	3015 16th Ave. W.	Bradenton	34205	$1,800.00	
3-Owner Occupied Rehab	Patricia Adams	1011 13th St. E.	Bradenton	34208	$8,129.35	
2-Purchase Assistance	Justice Deveaux	2523 6th Ave. Dr. E.	Bradenton	34208	$20,000.00	
Rental assistance	Amy Charles	4945 49th Ave. W. Apt. 1212	Bradenton	34210	$3,000.00	
Rental assistance	Amy Cohen	6907 Pointe West Blvd.	Bradenton	34209	$1,600.00	
Rental assistance	Allen McCants	2112 14th Ave. E.	Bradenton	34208	$3,000.00	
Rental assistance	Meriana Noel	720 22nd Ave. W.	Bradenton	34205	$1,150.00	
Rental assistance	Mykeia Williams	1565 21st St. E. #H64	Bradenton	34208	$1,700.00	
Rental assistance	Nayeli Torres Cortez	236 14th Ave. W.	Bradenton	34205	$567.00	
Rental assistance	Tavaras Brinson	232 14th Ave. W. #09-232	Bradenton	34205	$1,772.00	
Rental assistance	Tucker Berry	5726 Fisherman's Dr.	Bradenton	34209	$2,674.00	
Rental assistance	Augustin Blanc	2010 12th St. W.	Bradenton	34205	$1,593.14	

Rental assistance	Lekeya Butler	231 Sun Isle Circle Apt. 205	Bradenton	34208	$1,989.00	
Rental assistance	Antasia Davis	210 3rd St. W.	Bradenton	34205	$2,546.77	
Rental assistance	Tara Duell	4903 6th Ave. E.	Bradenton	34208	$2,379.27	
Rental assistance	Misty Gonzales-Gallegos	702 51st St. E. Apt. 1506A	Bradenton	34208	$1,977.00	
Rental assistance	Marchelle Harrell	122 13th Ave. W.	Bradenton	34205	$2,478.28	
Rental assistance	Queen Jones-Haynes	1715 14th St. W. Apt. 305	Bradenton	34205	$2,673.00	
Rental assistance	Valerie Mays	2008 11th Ave. E.	Bradenton	34208	$677.00	
Rental assistance	Destiny McCray	1610 21st St. E. Apt. 88	Bradenton	34208	$2,400.00	
Rental assistance	Nelson Rivera	4020 Carlton Inlet Dr. Apt. B	Bradenton	34208	$2,054.72	
Rental assistance	Zelena Rosado	1204 16th Ave. W.	Bradenton	34205	$3,000.00	
Rental assistance	Trenicia Smith-Bridges	310 10th Ave. Dr. W.	Bradenton	34205	$1,151.00	
Rental assistance	Victoria Thomas	1003 14th St. W. Apt. 210	Bradenton	34205	$2,136.60	
Rental assistance	Chelsea Wortham	1104 26th St. E.	Bradenton	34208	$1,760.90	
Rental assistance	Portcia Haynes	702 6th Ave. E. Apt. 308	Bradenton	34208	$573.05	

Administration by Entity

Name	Business Type	Strategy Covered	Responsibility	Amount
City of Bradenton	Local Government	All strategies	Program Administration	$73,121.91

Program Income

Program Income Funds	
Loan Repayment:	$5,480.68
Refinance:	$.00
Foreclosure:	$.00
Sale of Property:	$99,996.24
Interest Earned:	$24,202.60
Total:	**$129,679.52**

Number of Affordable Housing Applications

Number of Affordable Housing Applications	
Submitted	15
Approved	11
Denied	4

Explanation of Recaptured funds

Description	Amount
Total:	**$.00**

Rental Developments

Development Name	Owner	Address	City	Zip Code	SHIP Amount	SHIP Units	Compliance Monitored By

Single Family Area Purchase Price

The average area purchase price of single family units: 189,900.00

Or

Not Applicable

Special Needs Breakdown

Code(s)	Strategies	Expended Amount	Units	Encumbered Amount	Units	% of Allocation
3	3-Owner Occupied Rehab	$187,107.59	4	$85,202.40	1	
3	3-Owner-Occupied Rehab					
5	5-Disaster Recovery	$11,781.00	2			
6	6-Emergency Repair	$2,512.20	1			
7	7-Foreclosure Prevention	$7,905.56	2			
13	Rental assistance	$14,485.20	8			
	Total:	**$223,791.55**	**17**	**$85,202.40**	**1**	**44.17%**

Special Needs Category Breakdown by Strategy

Strategies	Special Needs Category	Expended Amount	Units	Encumbered Amount	Units
(5) 5-Disaster Recovery	Receiving Social Security Disability Insurance	$4,237.00	1		
(3) 3-Owner Occupied Rehab	Person with Disabling Condition (not DD)	$126,706.69	2	$85,202.40	1
(5) 5-Disaster Recovery	Person with Disabling Condition (not DD)	$7,544.00	1		
(6) 6-Emergency Repair	Person with Disabling Condition (not DD)	$2,512.20	1		
(3) 3-Owner Occupied Rehab	Receiving Social Security Disability Insurance	$60,400.90	2		
(7) 7-Foreclosure Prevention	Receiving Social Security Disability Insurance	$4,790.84	1		
(7) 7-Foreclosure Prevention	Person with Disabling Condition (not DD)	$3,114.72	1		
(13) Rental assistance	Receiving Social Security Disability Insurance	$4,140.05	3		
(13) Rental assistance	Receiving Supplemental Security Income	$10,345.15	5		

Provide a description of efforts to reduce homelessness:

The City of Bradenton Police Department employs an officer who, with the assistance of a social worker working with the Community Redevelopment Agency, connect homeless individuals with shelter and case management services. The City supports the work of the Salvation Army through its CDBG program and has beds specifically available for the Homeless Outreach Team (HOT). CDBG funds are also provided to local nonprofits funds to assist with rent for those facing eviction or in default with their mortgage lender. Periodically, the city uses its SHIP funding for eviction and foreclosure prevention activities.

Interim Year Data

Revenue	
State Annual Distribution	$434,370.00
SHIP Disaster Funds	$45,000.00
HHRP Allocation	
Program Income	$39,996.93
Total Revenue:	**$519,366.93**

Expenditures/Encumbrances	
Program Funds Expended	$4,560.00
Program Funds Encumbered	$435,577.40
Total Administration Funds Expended	$45,070.34
Total Administration Funds Encumbered	$0.00
Homeownership Counseling	$0.00
Total Expenditures/Encumbrances:	**$485,207.74**

Set-Asides		Percentage
65% Homeownership Requirement	$440,137.40	91.82%
75% Construction / Rehabilitation	$440,137.40	91.82%
30% Very Low Income Requirement	$105,137.40	20.24%
60% Very Low + Low Income Requirements	$340,137.40	65.49%
20% Special Needs Requirement	$120,000.00	25.03%

State Housing Initiatives Partnership (SHIP) Program
Annual Report and Local Housing Incentives Certification

On Behalf of The City of Bradenton, I hereby certify that:

1. The Annual Report information submitted electronically to Florida Housing Finance Corporation is true and accurate for the closeout year 2023-2024_ and interim years 2024-25.
2. The local housing incentives or local housing incentive plan have been implemented or are in the process of being implemented. Including, at a minimum:
    a. Permits as defined in s.163.3164 (15) and (16) for affordable housing projects are expedited to a greater degree than other projects; and
    b. There is an ongoing process for review of local policies, ordinances, regulations, and plan provisions that increase the cost of housing prior to their adoption.
3. The cumulative cost per newly constructed housing per housing unit, from these actions is estimated to be $0.
4. The cumulative cost per rehabilitated housing per housing unit, from these actions is estimated to be $ 0.

Staff Member responsible for submitting annual report to FHFC: Vicki White

_____ _____

Witness Signature Date Chief Elected Official or Designee Signature Date

_____ _____

Witness Printed Name Chief Elected Official or Designee Printed Name

_____

Witness Signature Date

_____

Witness Printed Name

or

ATTEST (Seal)

_____

Signature Date

420.9075 (10) Each county or eligible municipality shall submit to the corporation by September 15 of each year a report of its affordable housing programs and accomplishments through June 30 immediately preceding submittal of the report. The report shall be certified as accurate and complete by the **local government's chief elected official or his or her designee.** Transmittal of the annual report by a county's or eligible municipality's chief elected official, or his or her designee, certifies that the local housing incentive strategies, or, if applicable, the local housing incentive plan, have been implemented or are in the process of being implemented pursuant to the adopted schedule for implementation.

AGENDA ITEM NO. 6.c

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: September 9, 2026

SUBMITTED BY: Corey Fortin, City Administration

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 26-70 - Revised Policy and Procedures Governing Advisory Boards and Committees

SUGGESTED ACTION: Approve

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City of Bradenton has various volunteer boards and committees. These are an integral part of citizen participation in local government and aid in the proper growth, development and stability of the City. On January 10, 2024, City Council adopted Resolution 24-02 to memorialize a uniform set of procedures and guidelines to be followed by members of said boards and committees in order to ensure they function and operate in accordance with applicable laws and regulations, as well as the expectations of City Council.

The Policy is being revised at this time to reflect that the City Clerk or Deputy Clerk is replacing the role of staff liaison.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed and approved by Blalock Walters

SUGGESTED MOTION:
Motion to approve Resolution 26-70.

ATTACHMENTS:
Resolution 26-70

CITY OF BRADENTON
RESOLUTION NUMBER 26-70

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, REVISING THE POLICY AND PROCEDURES GOVERNING VOLUNTEER ADVISORY BOARDS & COMMITTEES; PROVIDING FOR THE REPEAL OF RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Bradenton has various volunteer boards. These boards are an integral part of citizen participation in local government and aid in the proper growth, development and stability of the City; and

WHEREAS, on January 10, 2024, the City Council adopted Resolution 24-02 to memorialize a uniform set of procedures and guidelines to be followed by the members of said volunteer boards to ensure advisory boards or committees function and operate in accordance with all applicable laws and regulations, as well as the expectations of the Bradenton City Council with respect to the administration of their duties; and

WHEREAS, City Council wishes to revise the policies and procedures to reflect that the City Clerk or Deputy Clerk is replacing the role of staff liaison;

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

1. The City of Bradenton hereby adopts the Revised Policy & Procedures Governing Volunteer Advisory Boards & Committees;
2. Said Policy consists of 7 pages and is attached to and a part of this Resolution;
3. This Resolution shall take effect immediately upon its adoption and shall repeal and replace Resolution 24-02 and any other prior resolutions in conflict herewith, to the extent of such conflict.

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 9th DAY OF SEPTEMBER, 2026.

ATTEST:

Tamara Melton CITY CLERK	Gene Brown MAYOR

APPROVED AS TO FORM:

_____

Scott Rudacille
CITY ATTORNEY

POLICY & PROCEDURES GOVERNING

VOLUNTEER ADVISORY BOARDS & COMMITTEES

Approved by City Council – Resolution 24-02 dated January 10, 2024
Revised and Approved by City Council – Resolution 26-70 dated September 9, 2026

PURPOSE:

The purpose of this policy is to establish uniform guidelines to ensure that advisory boards or committees function and operate in accordance with all applicable laws and regulations, as well as the expectations of the Bradenton City Council with respect to the administration of their duties as a board or committee outlined in the ordinance or resolution by which they were established.

These procedures shall apply uniformly to all City of Bradenton Advisory Boards and Committees. The procedures are intended to supplement matters covered in existing Resolutions creating said Boards and Committees.

DEFINITIONS:

"Advisory Boards or Committees" are defined as those bodies created by the Bradenton City Council for the purpose of advising the Council on matters related to the business of City government. Advisory boards generally have authority only to advise and make recommendations to Council and do not have the authority to establish policies or make decisions on behalf of the City Council.

"Public Records". Section 119.011(12) F.S. defines public records to mean: All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form or characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency.

AUTHORITY: Authority has been granted by the Bradenton City Council to enforce this Policy's administration.

PROCEDURE:

A. Creation

Advisory boards and committees should be created by resolution or ordinance of the City Council, unless otherwise specified by State Statute. Resolutions and ordinances creating advisory boards and committees should include, at a minimum:

- Express creation of the advisory board or committee
- Purpose and duties of the advisory board or committee
- Membership qualifications
- Terms of appointment
- Provisions for operation of the advisory board or committee

- Conditions of appointment or removal

B. Membership

1) Appointments. Representatives to advisory boards or committees are made by appointment of the Mayor and confirmed by City Council. Appointments will be made from applications of qualified potential members and confirmed by Council at a regular Council meeting.
2) Alternate Members. For those advisory boards or committees which have alternate members, an alternate member shall serve in the place of an absent regular member and shall have all rights and responsibilities of the regular member, including the right to vote, unless the resolution or ordinance creating the advisory board or committee provides otherwise.
3) Attendance: Advisory Board and Committee members should make an effort to attend all meetings and arrive on time for the scheduled meeting. Members should notify the City Clerk, Deputy Clerk, or Chairperson of planned absences in advance of the meeting. Excessive absences and tardiness may result in a member's removal from the Board or Committee.
4) Quorum: The number of members which constitute a quorum shall be set forth in the resolution or ordinance creating the advisory board or committee. However, if quorum is not specified in any such resolution or ordinance, quorum shall be a majority of the advisory board or committee members then appointed.
5) Hold Overs: Advisory board and committee members may continue to serve following the expiration of their terms until the City Council fills the position which would be vacated.
6) Removal: Advisory board and committee members serve at the pleasure of the City Council. Any advisory board or committee member may be removed by the City Council in their discretion or as may otherwise be provided in the resolution or ordinance creating the advisory board or committee.

ROLES & RESPONSIBILITIES:

A. Advisory Board or Committee Members -

1. Orientation:

All new advisory board or committee members must sign an Oath of Office upon appointment and prior to participation in any meetings. All new advisory board and committee members must make an appointment with the City Clerk who will administer the Oath.

All new advisory board or committee members must receive training on Rules of Procedure, Florida's Government in the Sunshine Law, Public Records law and instructions on the use of City issued email. The City Clerk will coordinate the training for new advisory board or committee members. Each new advisory board or committee member will receive a copy of the Handbook for Volunteer Advisory Board

and Committee Members (copy attached, as may be amended from time to time) which includes an Overview of the Applicable Laws Relating to Government in the Sunshine, Public Records and Ethics as drafted by the City Attorney.

Further training will be provided on these topics via video prepared by the City Attorney and should be completed within 30 days of appointment.

All Advisory Board or Committee members must also take cybersecurity training that will be assigned by the IT Department to ensure knowledge of the risks of cyber-attacks, ransomware and malware, and phishing emails. Cybersecurity training is required for all new appointments and annually during the term.

Failure to complete the required training within 30 days will result in a recommendation to Council that the Advisory Board or Committee member be removed.

2. **Conduct & Expectations:**

Advisory Board or Committee members are expected to follow the City of Bradenton Pledge of Public Conduct as adopted by the City Council.

City of Bradenton
Pledge of Public Conduct

The following is the Pledge of Conduct adopted by the City Council:

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; and
*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.

The various volunteer advisory boards and committees play an integral part in citizen participation in local government and aid in the proper growth, development and stability of the City. Serving on an Advisory Board or Committee is both a challenging and a rewarding opportunity. The following are some of the expectations the City has of its Advisory Board and Committee members:

- Act as a conduit for citizens input to the City's Elected Officials. Advisory Board and Committee Members should seek and consider input from citizens interested in or impacted by an issue in formulating a determination on an issue before the Advisory Board or Committee.

- Comply with all local, state and federal laws, rules and regulations.
- Prepare for and pay attention during each meeting and maintain a positive, respectful, and productive environment at all meetings.
- Provide advice and recommendations to City Council using only the authority granted to the Advisory Board or Committee by City Council.
- Act solely in an advisory capacity without compensation.
- Advisory Board or Committee members should make an effort to attend all meetings. Members should notify the Advisory Board or Committee Secretary or Chairperson of planned absences in advance of meetings. Excessive absences and tardiness may result in a member's removal from an Advisory Board or Committee.
- All members have a valuable contribution to make to the Advisory Board or Committee and are asked to follow the City of Bradenton Pledge of Public Conduct when representing the City in their appointed role.
- Comply with annual financial disclosure requirements, if applicable to the Advisory Board or Committee to which they are appointed.
- Discharge their duties and responsibilities on the Advisory Board or Committee without favor or prejudice toward any person or group.
- Refrain from voting on any matters on which they may have a conflict. Should a member abstain from voting due to a conflict, the member must complete Form 8B, Memorandum of Voting Conflict for County, Municipal, and Other Local Public Officers. Form 8B can be obtained from the City Clerk's Office and a copy must be attached to the meeting minutes. Potential voting conflicts should be discussed with the City Attorney in advance of the meeting.

A. Electronic Communications

Members of all Advisory Board or Committees are required to use a City issued email address for all correspondence related to City business. The Administrative Aide to the Mayor will notify the IT Department of all new appointments and terminations. The IT Department will then create or close out an email account, as necessary. Outlook web access is accessible to all users where internet access is available. Passwords will be assigned at the time of administration of the Oath. Instructions on accessing Outlook are included in the Volunteer Advisory Board or Committee Handbook that will be provided at the time of administration of the Oath.

Email communications that are made or received in connection with City business are subject to Florida Public Records Law and must be preserved and maintained accordingly. All email messages made or received using a City issued email account are centrally logged and archived the moment they are sent or received and are subject to review at any time. All emails are considered public records and shall be retained for a specified length of time as determined by message content, City policy and state retention guidelines as interpreted by the City's administration. There shall be no expectation of privacy in anything created, stored, sent or received using city-supplied computer equipment. The Advisory Board or

Committee Member will be set up with two factor authentication from the IT Department to access their email account to ensure the safety and security of the system.

In the event an email is made or received in connection with any City business via a **non**-city email server, account and/or device, it shall be the responsibility of the advisory board or committee member making or receiving the email to ensure that all such emails are preserved. **City business transmitted on a personal device, or on a non-City email account, shall be emailed (forwarded) to the advisory board or committee member's city email address to allow for archival and maintenance of the record.**

Messages sent or received in connection with any City business using an electronic format other than email (i.e. text messages; social media posts; etc.) shall be archived as well in accordance with all applicable laws; rules; requirements etc. applicable to such records, by the officer or advisory board or committee member who created the record.

In the event an Advisory Board or Committee member forgets their password, they must request a password reset through the City Clerk or Deputy Clerk and provide contact information. The City Clerk or Deputy Clerk will confirm to the IT Department that the Advisory Board or Committee member is a current member and provide the contact information to the IT Department who will then contact the Advisory Board or Committee member to reset the password.

Chairperson -

The Chair of an Advisory Board or Committee plays an essential role in ensuring the effectiveness of the Advisory Board or Committee and has the following responsibilities:

- Ensure that meetings are conducted efficiently and that the Advisory Board or committee is focusing only on those issues that are relevant to the purpose of the Advisory Board or Committee;
- Ensure that all members are given an opportunity to share ideas, concerns and opinions on the issue before the Advisory Board or Committee;
- Ensure strict compliance with Florida's Government in the Sunshine Law, Public Records Law and Code of Ethics for Public representatives;
- Discourage repetitive arguments

B. City Clerk or Deputy Clerk -

The City Clerk or Deputy Clerk are City staff members whose duty it is to help with the administration of meetings of the advisory board or committee and to serve as a conduit between the advisory board or committee, the Mayor, the City Attorney, and City Council. The duties required of the City Clerk or Deputy Clerk include, but may not be limited to:

- Publicly noticing the advisory board or committee meeting and reserving the meeting room
- Preparing the agenda, with backup materials, distributing to members, and making publicly available via the City's website

- Ensuring that all persons with disabilities are provided with the assistance necessary to enable them to effectively participate in meetings
- Keeping attendance records of meetings
- Taking minutes of meetings
- Maintaining all public records of the advisory board or committee
- Introduction of new members to the advisory board or committee and informing new members of the rules and processes which govern the advisory board or committee

MEETINGS:

All advisory boards or committees shall meet as the advisory board or committee deems appropriate to fulfill the mission designated by Council as set forth in establishing ordinance or resolution. All meetings shall be open to the public and must be properly advertised. No business may be conducted at a meeting in the absence of a quorum. The public may observe all proceedings but may only contribute during designated public comment periods. An agenda shall be prepared and distributed in advance of each scheduled meeting by the City Clerk or Deputy Clerk. The agenda must include a designated opportunity for public comment. All meetings shall be recorded by audio. Minutes shall be taken and retained by the City Clerk or Deputy Clerk.

Government in the Sunshine & Public Records Laws and How They Relate to Volunteer Advisory Boards or Committees:

Chapter 119, Florida Statutes: Public Records

Section 119.01 General state policy on public records:

(1) It is the policy of this state that all state, county, and municipal records are open for personal inspection and copying by any person. Providing access to public records is a duty of each agency.

Florida has a very broad definition of materials which constitute public records.

Section 119.011(12) F.S. defines "public records" to mean:

> All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency.

The term is defined broadly to include governmental or quasi-governmental boards or departments. Therefore, documents and materials generated by advisory boards or committees that provide advice or recommendations are public records, unless specifically exempted by Statute. The key to determining whether a record is made or received in connection with official business is whether the record is used to or prepared with the intent to ***"perpetuate, communicate or formalize knowledge***."

Chapter 286, Florida Statutes: Open Government

Section 286.011 Public Meetings and records; public inspection; criminal and civil penalties.

(1) All meetings of any board or commission of any state agency or authority or of any agency or authority of any county, municipal corporation, or political subdivision, at which official acts are to be taken are declared to be public meetings open to the public at all times . . .

Section 119.011(2), F.S. defines the term "agency" to include:

Any state, county, district, authority, or municipal officer, department, division, board, bureau, commission, or other separate unit of government created or established by law including, for the purposes of this chapter, the Commission on Ethics, the Public Service Commission, and the Office of Public Counsel, and any other public or private agency, person, partnership, corporation or business entity acting on behalf of any public agency.

The scope of Florida's Government in the Sunshine Laws applies to governmental proceedings at the state and local level and to elected and appointed boards. **The law has been applied to any gathering of two or more members of the same board or committee to discuss some matter which will foreseeably come before the board or committee for action.**

There are three basic requirements of Section 286.011, Florida Statutes:

(1) Meetings of public boards or commissions must be open to the public;
(2) Reasonable notice of meetings must be given;
(3) Minutes of the meetings must be taken.

The Office of the Attorney General for the State of Florida publishes a guide entitled "Government-in-the-Sunshine Manual" to assist the public and governmental agencies in understanding the requirements of and exemptions from Florida's open government laws. The Manual can also be viewed on the website of the Attorney General for the State of Florida at MyFLSunshine.com.



bradenton

The Friendly City

HANDBOOK

FOR VOLUNTEER ADVISORY BOARD OR COMMITTEE MEMBERS

INTRODUCTION

The City of Bradenton has various volunteer advisory boards or committees. Representatives of these advisory boards or committees are appointed by the Mayor and confirmed by the City Council. All advisory boards or committees are comprised of citizens serving in a voluntary capacity for the purposes of providing assistance and advice to the City Council and receive no compensation for their services. All advisory boards or committees are created by an ordinance or resolution which sets forth the advisory board or committee's purpose, membership requirements, functions, powers, responsibilities, jurisdiction, and terms and conditions of appointment or removal.

The advisory boards or committees are an integral part of citizen participation in local government and aid in the proper growth, development, and stability of the City.

Advisory Boards or Committees may have administrative, managerial, quasi-judicial, investigatory, and/or advisory powers. Each of the various volunteer advisory boards or committees for the City of Bradenton serve a different purpose and have a specific scope of authority as set forth by City Ordinance or Resolution establishing the same and/or as provided by State Statute.

ELECTED OFFICIALS

Mayor – *Gene Brown*

City Council

Ward 1 – *Jayne Kocher*

Ward 2 – *Marianne Barnebey*

Ward 3 – *Kemp Schuessler*

Ward 4 – *Lisa Gonzalez Moore*

Ward 5 – *Pam Coachman*

DEFINITIONS

Boards: Boards usually act in an advisory and/or investigatory capacity to the City Council. Boards are involved with specific on-going subject areas and are generally standing bodies.

Committees: Committees are generally established to accomplish a specific goal. Committees usually act in an advisory or investigatory capacity.

Quasi-judicial Proceedings: *The action taken and discretion exercised by public administrative agencies or bodies that are obliged to investigate or ascertain facts and draw conclusions from them as the foundation for official actions.* In a quasi-judicial proceeding, the person or entity filing a request to be considered has the right to present evidence and expert witnesses, to question and cross-examine witnesses, and to speak in rebuttal. Florida case law requires that public hearings be held on certain matters such as requests for site plan approvals and site-specific re-zoning.

Pension Fund Board of Trustees: Pension Fund Boards of Trustee are specific bodies designated to manage the pension trust fund plans for certain classes of employees enrolled in the pension plans, such as Fire and Police Personnel.

ADVISORY BOARD OR COMMITTEE APPOINTMENT GUIDELINES

All advisory board or Committee members must comply with the following guidelines:

1. All appointments to a volunteer advisory board or committee require formal action by City Council. Unless otherwise specified by State Statute, all advisory boards or committees serve in an advisory capacity to City Council.

2. All new advisory board or committee members shall be familiar with their duties and the responsibilities of the board before attending their first meeting.

3. All advisory board or committee members must sign an Oath of Office upon appointment and prior to participation in any meetings. All new advisory board or committee members must make an appointment with the City Clerk to take the oath and receive training on Florida's Government in the Sunshine Law, Public Records Law and instructions on the use of City issued email.

4. The size of an Advisory Board or Committee, the requirements for membership and terms of office are established by the City Council, unless otherwise specified by State statute.

5. The City shall not discriminate with regard to gender, race, national origin, disability, age, religion or familial status.

Mayor and City Council may amend these guidelines at any time at their discretion.

Volunteer Advisory Boards or Committees in the City of Bradenton

Affordable Housing Advisory Committee

Architectural Review Board

Bradenton Housing Authority

Construction Trade Board

Fire Pension Board of Trustees

Merit Personnel Board

Nuisance Abatement Board

Planning Commission

Police Pension Board of Trustees

Tree and Land Preservation Board

VOLUNTEER ADVISORY BOARD OR COMMITTEE DESCRIPTIONS

Affordable Housing Advisory Committee

The Affordable Housing Advisory Committee was established for the purpose of reviewing established policies and procedures, ordinances, land development regulations and adopted local comprehensive plan of the city. The Committee shall recommend specific initiatives to encourage or facilitate affordable housing while protecting the ability of the property to appreciate in value. Recommendations of the advisory committee may include the modification or repeal of existing policies, procedures, ordinances, regulations or plan provisions. The Committee also helps the City develop its Local Housing Assistance Plan (LHAP) for the State Housing Initiatives Partnership (SHIP) program. The Committee consists of nine members appointed by City Council from different backgrounds who have experience with affordable housing, either from a professional standpoint or as an advocate.

Architectural Review Board

The Architectural Review Board was established for the purpose of protecting and furthering the public interest and welfare of the City relating to historic and architectural preservation and enhancement, design compatibility and place making, and the aesthetic and physical improvement of the public realm for greater community benefit. The board meets at the will of the Director of the Department of Planning & Community Development. The board consists of six (6) members serving three (3) year terms. Whenever possible, five members of the board shall be chosen so that the following professions are represented: architecture; building/construction trades; urban planning; landscaping architecture and historic preservation. One active member of the planning commission representing one of the aforementioned professionals shall be appointed to the ARB as a liaison.

Bradenton Housing Authority Board

The Bradenton Housing Authority was established after a finding by the City Council that there was a shortage of safe and sanitary dwelling accommodations in the City available to persons of low income at rentals that they can afford.

The Board of the Housing Authority consists of five (5) members who serve for a term of four years each. A vacancy shall be filled for an unexpired term by appointment of the Mayor with approval of the City Council within 60 days after said vacancy occurs. The Board of the Housing Authority shall have at least one member who is current in rent in a housing project or a person of low or very low income who resides within the Housing Authority's jurisdiction and is receiving rent subsidy through a program administered by the Authority or public housing agency that has jurisdiction for the same locality served by the Housing Authority.

A majority of the board members shall constitute a quorum of the Board for the purpose of conducting its business and exercising its powers and for all other purposes.

1.

Firefighters' Pension Fund Board of Trustees

The Firefighters' Pension Fund is administered by a Board of Trustees that act as the named fiduciary and administrator of the Fund as defined by Florida law. The sole and exclusive administration of and responsibility for the proper operation of the retirement system is vested in the Board of Trustees. The Board consists of five (5) members, two (2) of whom shall be residents of the City appointed by City Council, and two (2) of whom shall be members of the system, elected by a majority of the firefighters who are members of the system. The fifth member shall be chosen by a majority of the previous four members. Each member shall serve as a Trustee for a period of two (2) years, unless he or she sooner leaves the employment of the City as a Firefighter or otherwise vacates their office as Trustee, whereupon a successor Trustee shall be chosen.

Merit Personnel Board

The Merit Personnel Board shall hear review requests from any employee of the City in respect to any dismissal, demotion or suspension. The Board shall have the power to examine witnesses under oath and to compel their attendance for production of evidence before it by subpoena issued in the name of the City and attested by the City Clerk. The Board shall make a written statement of the facts of each appeal and its findings and recommendation, all of which shall be submitted to the City Council for such action as the Council, in its judgment, determines to be appropriate. The Board shall consist of five (5) members serving three (3) year terms. Each member shall be of a different vocation from the others and not employed by the City in any capacity, official or otherwise.

Nuisance Abatement Board

The City may bring a complaint before the Nuisance Abatement Board alleging a nuisance as that terms is defined by Section 54-83 of the City's Code of Ordinances. A complaint may be filed with the City by a resident or any occupant of real property within the City that is aggrieved by an alleged nuisance. The Board shall hear complaints that a nuisance exists at a particular place or premises. The Board has the power to hold public hearings and to declare that any place or premises is or has been a public nuisance which must be abated, issue orders and impose fines on the owner thereof. The Board shall consist of seven (7) members serving three (3) year terms.

Planning Commission

The Planning Commission was established to accomplish the maximum economic, physical and social welfare and a coordinated and harmonious development of land, buildings and

transportation facilities of the City. The Commission is the local planning agency as required by F.S. Section 163.3174. The Commission is charged with preparing, recommending, reviewing and maintaining a development plan containing policies for guiding decisions regarding development. The Board serves as a special advisor to the City Council and will make recommendations on special use permits, Land Use Atlas Amendments, vacations of public easements, alcoholic beverage sales, subdivision plats, planned development projects and other applicable land use matters. The commission meets on the third Wednesday of every month at 2:00 p.m. at City Hall. The Board is comprised of seven (7) members and four (4) alternates for four (4) year terms. Alternates shall serve only if a regular member is absent or disqualified from voting on a particular case.

Police Pension Board of Trustees

The Pension Fund is administered by a Board of Trustees that act as the named fiduciary and administrator of the Fund as defined by Florida law. The sole and exclusive administration of and responsibility for the proper operation of the system is vested in the Board of Trustees. The Board consists of five (5) members, two (2) of whom shall be residents of the City appointed by City Council, and two (2) of whom shall be members of the system, elected by a majority of the police officers who are members of the system. The fifth member shall be chosen by a majority of the previous four members. Each member shall serve as Trustee for a period of four (4) years, unless he or she sooner leaves the employment of the City as a police officer or otherwise vacates their office as a Trustee, whereupon a successor Trustee shall be chosen.

Tree and Land Preservation Board

The Tree and Land Preservation Board was established for the purpose of promoting awareness of the City-wide tree canopy and tree education programs, and open space and parkland preservation initiatives. The Board may also, when determined by the Department of Planning and Community Development, advise owners of buildings, land and other properties, that may impact the City's tree canopy and open spaces, and other lands, concerning the treatment of the natural, visual characteristics and value of such properties. The Board works closely with City departments, various civic and private groups, individuals, and outside agencies and organizations. The Board consists of eleven (11) members serving three (3) year terms. Five (5) members constitute a quorum. Membership requirements:

- Two Florida-registered landscape architects;
- One Florida-certified arborist;
- One county agricultural extension office representative;
- One land use planner;
- Two landscape nursery professionals
- One Keep Manatee Beautiful member;
- Three City residents interested in the Board's purpose; and

- One alternate.

City of Bradenton
Pledge of Public Conduct

The following is the Pledge of Conduct adopted by the City Council:

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; and

*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.

CITY ISSUED E-MAIL PROCEDURES

As a member on a City Advisory Board or Committee you are required to use your City issued email address for all correspondence related to City business. Outlook Web Access is accessible to all users where internet access is available. Your password will be assigned at the time you are administered the Oath. **To log into Outlook Web Access**:

1. Launch your web browser
2. On the address bar, type: www.bradentonfl.gov
3. At the very bottom of the page click on Employee Access;
4. Click Employee Email – OWA
5. Type your email address in: firstname.lastname@bradentonfl.gov
6. Type your password
7. Click Log On
8. Approve your second factor prompt on your mobile device.

You may also use the Outlook app for iOS and Android on your mobile device, from the AppStore or the Google PlayStore.

City Advisory Board or Committee member assumes all risk associated with the use of City email.

ADVISORY BOARD OR COMMITTEE MEMBER EXPECTATIONS

The various volunteer advisory boards or committees play an integral part in citizen participation in local government and aid in the proper growth, development and stability of the City. Serving on an Advisory Board or Committee is both a challenging and a rewarding opportunity. The following are some of the expectations the City has of its Advisory Board or Committee members:

- Act as a conduit for citizens input to the City's Elected Officials. Members should seek and consider input from citizens interested in or impacted by an issue in formulating a determination on an issue before the Advisory Board or Committee.
- Provide advice and recommendations to City Council using only the authority granted to the Advisory Board or Committee by City Council.
- Act solely in an advisory capacity without compensation.
- Advisory Board or Committee members should make an effort to attend all meetings. Members should notify the City Clerk, Deputy Clerk, or Chairperson of planned absences in advance of meetings. Excessive absences may result in a member's removal from an Advisory Board or Committee.
- All members have a valuable contribution to make to the Advisory Board or Committee and are asked to follow the City of Bradenton Pledge of Public Conduct when representing the City in their appointed role.

ROLE OF CHAIRPERSON

The Chair of an Advisory Board or Committee plays an essential role in ensuring the effectiveness of the Advisory Board or Committee and has the following responsibilities:

- Ensure that meetings are conducted efficiently and that the Advisory Board or Committee is focusing on only those issues that are relevant to the purpose of the Advisory Board or Committee;
- Ensure that all members are given an opportunity to share ideas, concerns, and opinions on the issue before the Advisory Board or Committee;
- Ensure strict compliance with Florida's Government in the Sunshine Law, Public Records Law and Code of Ethics for Public representatives
- Discourage repetitive arguments.

KEY POINTS TO FLORIDA'S GOVERNMENT IN THE SUNSHINE AND PUBLIC RECORDS LAWS AND HOW THEY RELATE TO VOLUNTEER ADVISORY BOARDS OR COMMITTEES:

Chapter 119, Florida Statutes: Public Records

Section 119.01 General state policy on public records:

(1) It is the policy of this state that all state, county, and municipal records are open for personal inspection and copying by any person. Providing access to public records is a duty of each agency.

Florida has a very broad definition of materials which constitute public records.

Section 119.011(12) F.S. defines "public records" to mean:

> All documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency.

The term is defined broadly to include governmental or quasi-governmental boards or departments. Therefore, documents and materials generated by advisory boards that provide advice or recommendations are public records, unless specifically exempted by Statute.

The key to determining whether a record is made or received in connection with official business is whether the record is used to or prepared with the intent to ***"perpetuate, communicate or formalize knowledge***."

Chapter 286, Florida Statutes: Open Government

Section 286.011 Public Meetings and records; public inspection; criminal and civil penalties.

(1) All meetings of any board or commission of any state agency or authority or of any agency or authority of any county, municipal corporation, or political subdivision, at which official acts are to be taken are declared to be public meetings open to the public at all times . . .

Section 119.011(2), F.S. defines the term "agency" to include:

> Any state, county, district, authority, or municipal officer, department, division, board, bureau, commission, or other separate unit of government created or established by law including, for the purposes of this chapter, the Commission on Ethics, the Public Service Commission, and the Office of Public Counsel, and any other public or private agency, person, partnership, corporation or business entity acting on behalf of any public agency.

The scope of Florida's Government in the Sunshine Laws applies to governmental proceedings at the state and local level and to elected and appointed boards. **The law has been applied to any gathering of two or more members of the same advisory board or committee to discuss some matter which will foreseeably come before the advisory board or committee for action.**

There are three basic requirements of Section 286.011, Florida Statutes:

(1) Meetings of public boards or commissions must be open to the public;
(2) Reasonable notice of meetings must be given;
(3) Minutes of the meetings must be taken.

The Office of the Attorney General for the State of Florida publishes a guide entitled "Government-in-the-Sunshine Manual" to assist the public and governmental agencies in understanding the requirements of and exemptions from Florida's open government laws. The Manual can also be viewed on the website of the Attorney General for the State of Florida at MyFLSunshine.com.

Attached, as Exhibit A is an overview of applicable laws relating to Government in the Sunshine, Public Records, and Ethics prepared by Blalock Walters, P.A., Attorneys for the City of Bradenton.

EXHIBIT A

CITY OF BRADENTON
OVERVIEW OF APPLICABLE LAWS RELATING TO
GOVERNMENT IN THE SUNSHINE, PUBLIC RECORDS AND ETHICS
(February, 2022)

Prepared by:
Scott E. Rudacille
&
Mark P. Barnebey
BLALOCK WALTERS, P.A.
City Attorney for the City of Bradenton

This memo is designed to give an overview of some of the "Government in the Sunshine" laws, the laws relating to public records, and the laws relating to ethics that may be applicable to the City of Bradenton. This is a very broad overview and may not address all of the specific exemptions which could apply to a given situation.

GENERAL

The City of Bradenton is a municipality, originally chartered in 1903. Municipalities have Home Rule authority, pursuant to Article VIII, Section 2(b), of the Florida Constitution, and as such have the authority to exercise any power for municipal purposes unless otherwise prohibited by law. As a municipality, the City must comply with the Government in the Sunshine Law (Chapter 286, Florida Statutes), Public Records Act (Chapter 119, Florida Statutes) and the Ethics laws (Chapter 112, Florida Statutes).

GOVERNMENT IN THE SUNSHINE

Generally, the Sunshine Law (Section 286.011, Florida Statutes) require (1) that meetings of public boards be open to the public, (2) that the public is given reasonable notice of these meetings, and (3) that minutes are taken. These requirements apply not only to the public board, but to any advisory committees formed by the public board, unless the committee is purely a fact-finding committee.

In the City of Bradenton, the Sunshine Law would apply to the City Council, Code Enforcement Board, Planning Commission, Community Redevelopment Agency Board, Nuisance Abatement Board, Police Pension Board, etc. If any additional committees are

formed by the Council or any of these boards, the City Attorney should be consulted to determine if the Sunshine Law applies to that committee as well.

The Sunshine Law requirements do not generally apply to staff meetings for a number of very practical reasons relating to communication among members, unless there has been some delegation of decision-making authority to staff members or the staff member is acting as a liaison between board members.

1. Which meetings must be public?

A question frequently arises as to when a gathering of board members becomes a "meeting" subject to the Sunshine Law. The answer is that the *Sunshine Law apply to any gathering, whether formal or informal, involving two or more members of the same board, where a matter which will foreseeably come before the board for action is being discussed.* Sunshine Law issues will generally not arise in regard to communications between a board member and staff, or between members of different boards (for example, a City Councilmember and Planning Commissioner). However, when a staff member is having individual discussions with members of the same board, they must be careful not to act as a conduit and pass information or ideas from one board member to another.

There are also instances in which the Sunshine Law will apply even though two board members are not physically present. For example, a telephone conversation between two board members is subject to the Sunshine Law. If the subject of the conversation is a matter that may foreseeably come before the board, then a Sunshine violation may occur.

A written or e-mail report from one board member to the rest of the board, which merely informs them of an issue to be discussed at a upcoming meeting is not a Sunshine Law violation. However, if the report or e-mail solicits responses or comments from the other board members, then Sunshine Law issues may be created. Because of the potential of such a Memorandum to create Sunshine Law issues, we do not encourage board members sending Memorandums to other board members. (It should be noted that, as will be discussed further, such e-mail or report must be made available to the public under the Public Records Act regardless of whether or not it falls under the purview of the Sunshine Law.)

a. Email and Internet Activity

One evolving area of the Sunshine Law is internet activity by public officials. Social networking, blogging, message boards, tweeting, and other forms of web-based communications raise new questions regarding the potential applicability of the

Sunshine Law. Generally, it should be assumed that such communications would be considered to be subject to the Sunshine Law in the same manner as an e-mail.

As a general rule, we would not recommend that board members engage in any of type of communications which could be construed as a back-and-forth debate or discussion between board members regarding board matters. Remember, if a board member sends an e-mail or posts a blog about a board matter, and another board member provides an unsolicited response, it may be that both board members could be found to be in violation of the Sunshine Law, even though the first sender had no intention of starting a dialogue. The only way to avoid the potential for Sunshine issues is to avoid these types of communications regarding board matters altogether.

b. Delegation ofAuthority

When a single board member is authorized to take action on behalf of the board, any meetings with regard to that action must be made "in the Sunshine." This would apply to a board member who has been authorized to reject certain options from board consideration, such as meeting with a private contractor and rejecting certain contract provisions on behalf of the board. However, if the board member is only gathering information regarding contract proposals and bringing those back to the board for consideration, then the Sunshine Law would not apply.

2. Participation by phone or electronic means

Under Section 286.011, Florida Statutes, meetings of a public board must be held in a public place with a quorum of board members physically present. Thus, under AGO 2003-41, participation of a board member in a public meeting by telephone conference, video conference, or any other communications media technology should only be permitted in extraordinary circumstances. "Extraordinary circumstances" are determined by the board. It should also be noted that any board members participating by phone do not count towards the board's quorum requirements.

3. What kind of notice is required?

Under the Sunshine Law, the type of notice required varies depending on the circumstances, such as the gravity of the matter considered and the board involved. Chapters 163 and 166 Florida Statutes, provide certain notice requirements for certain types of actions. The only requirement under Section 286.011, Florida Statutes, is that the notice is "reasonable."

Generally, the notice should contain the time and place of the meeting and an agenda, if available. The meeting notices are also required to contain specific information regarding

handicapped access to the meeting, as well as a notice that anyone wishing to have a verbatim transcript of the meeting must hire their own court reporter.

4. What is required for the minutes?

Written minutes of a meeting must be made. There is no requirement for tape recording or a verbatim transcript. All that is required are brief notes or memoranda reflecting the events of the meeting.

5. Shade Meetings

One exception from the Sunshine Law requirements is for meetings between a public board and the board's attorney to discuss pending litigation or adverse administrative proceedings, commonly referred to as a "shade meeting". Shade meetings are limited in their scope to discussions regarding settlement negotiations or strategy related to litigation expenditures. There are many specific procedural issues that must be followed in order to conduct a shade meeting, including strict requirements regarding who may attend. The statute also requires that the shade meeting be recorded by a certified court reporter. So, it is important to remember that while the public may not be present for the shade meeting, the transcripts of the shade meeting(s) will become public record as soon as the litigation has concluded.

6. Consequences of Sunshine violations

a. Criminal penalties

A knowing violation of the Sunshine Law is a second degree misdemeanor, punishable by up to 60 days in jail and/or a $500 fine. If convicted, the official may be removed from office by executive order of the Governor.

b. Civil actions

Sunshine Law issues can result in costly lawsuits against the local government and the individual public officials alleged to have violated the law. The Sunshine Law provides for a plaintiff to recover their attorneys' fees and costs from the local government or individual defendants if they are able to prove a Sunshine Law violation has occurred. Further, if a public official is sued individually, and the official is found to have violated the law, the local government may be prohibited from reimbursing the official for the cost of defending against the claims.

c. Validity of action taken

Any action taken in violation of the Sunshine Law is generally void ab initio. Thus, any resolutions passed during meetings which violate the Sunshine Law are generally of no

effect and must be re-examined, re-discussed, and re-approved at an open meeting.

d. Cure

Violations of the Sunshine Law can often be cured by subsequent action of the board. Depending on the nature and status of the matter that was discussed, curative actions may include public disclosure of the violation, board discussion, public hearings and reconsideration of the matter discussed. If you believe you may have violated the Sunshine Law, please contact us so that we can determine how to resolve the issue.

PUBLIC RECORDS ACT

Generally, all materials made or received by an agency in connection with official business are public records and must be held open for public inspection, unless they are specifically exempted by statute or the Florida Constitution. Section 119.07, Florida Statutes.

1. What types of materials can be a public record?

Anything intended to perpetuate, communicate, or formalize knowledge is sufficient to be a public record. This includes computer records and e-mails, including e-mails received by a board member at home which deal with City business. This also includes working drafts or preliminary reports, but may exclude board members' or employees' personal notes to themselves.

2. Attorney-client records

Generally, the Public Records Act does not protect communications between a board member and the agency attorney, when those communications are reduced to writing (or e-mail). There are public record exemptions for certain records prepared in conjunction with litigation or adverse administrative proceedings, but unless otherwise instructed by the agency attorney, it should be assumed that any written communications are public record. See Section 119.071(1)(d).

3. Personnel records

Unless there is a statutory exemption, personnel records are generally public records. Examples of exempted items are social security numbers, certain complaints made against employees , some criminal history information, and drug test results in the context of a drug-testing program.

4. Exemptions in general

There are a number of miscellaneous exemptions from disclosure, so any sensitive information should be referred to our office before the documents are made public. Here are some examples of miscellaneous exemptions found in the Florida Statutes:

a. Bank account, debit, charge, and credit card numbers. Section 1l 9.071(5)(b).
b. Records regarding the ownership of, or security interests in, public obligations. Section 279.11.
c. Certain work product of the agency attorney. Section 119.071(1)(d).
d. Social security numbers. Section 119.071(4)(a).
e. Building plans, blueprints, schematic drawings, and diagrams which depict the internal layout and structural elements of a building owned by the agency. Section 119.071(3)(b).

5. Retention of records

The Department of State has adopted a General Records Schedule for State and Local Government Agencies. The time for retention of a public record varies greatly depending on the nature of the record. For example, minutes of a regular meeting are required to be kept permanently, while video or tape recordings of the meeting must be kept for 2 years.

6. Copies of records

The public may obtain copies of any record, in the form in which it is maintained, upon payment of the fees prescribed by the City. The City's fees may not exceed those prescribed in Section 119.07, Florida Statutes.

The statute also provides for the public to be charged a special service charge in instances where the nature or volume of the request involves extensive clerical or supervisory assistance by City staff. This charge must be reasonable in light of the labor cost actually incurred by the City in providing the service. The court has held that (1) this special service charge is applicable regardless of whether or not copies are made, (2) the local government may include the cost of the employee's salary and benefits in calculating the charge, and (3) the local government may collect a reasonable deposit before beginning the research. Board of Count y Commissioners of Highlands County v. Colby. 976 So.2d 31 (Fla. 2d DCA 2008). In fact, the court noted that a "policy of collecting an advance deposit seems prudent given the legislature's determination that taxpayers should not shoulder the entire expense of responding to an extensive request for public records." Id.

7. Consequences of Violations

a. Criminal penalties

Violations of the Public Records laws are generally punishable as a first degree

misdemeanor, carrying a maximum jail term of one year, and a maximum fine of $1,000. Public officers may also be suspended or removed from office.

b. Civil actions

Violations of the Public Records law can result in civil lawsuits against the local government. Under the statute, the local government may be required to pay the Plaintiffs attorneys' fees and costs if suit is filed to gain access to the records, and the court determines that the local government unlawfully withheld the records.

ETHICS FOR PUBLIC OFFICERS

As a general rule, we recommend that if a matter impacts you or a relative of any type in any material way and which would be unique to the impact on the general public, then you should discuss the matter with the City Attorney.

1. Doing business with one's agency

In general, public officers acting in their official capacity are prohibited from doing business with any entity in which the officer or the officer's spouse or child has a material interest. Section 112.313(3). Similarly, a public officer in his or her private capacity generally may not do business with that officer's agency. An officer may not maintain private employment or contractual relationships with a business entity which is subject to regulation by the officer's agency or is doing business with that agency. Section 112.313(7)(a). The officer also may not maintain employment or contractual relationships with a business entity which would create a recurring conflict.

2. Conflicting employment or contractual relationships

In general, an officer may not maintain private employment or contractual relationships with a business entity which is subject to regulation by the officer's agency or is doing business with that agency. Section 112.313(7)(a). Officers are also generally prohibited from maintaining employment or contractual relationships with a business entity which would create a recurring conflict.

3. Voting conflicts

A board member may not vote on any matter which the board member knows would result in private gain to the board member, any relative, employer or any business associate. Section 112.3143(3)(a). If such a conflict exists, the officer must generally abstain from voting and publicly disclose his or her interest in the matter, then file a written memorandum.

4. Acceptance of gifts

A public officer is prohibited from accepting anything of value based on an understanding that the gift would influence the officer's vote, official action, or judgment. Section 112.313(2). Even gifts which are not prohibited may require filing a disclosure. The City Council may adopt more restrictive requirements.

Again, these are very broad summaries of the current laws. If you have questions regarding this Memorandum or any specific instance, please contact us.

AGENDA ITEM NO. 6.d

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: September 9, 2026

SUBMITTED BY: Tamara Melton, Clerk

ITEM TYPE: Minutes

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Minutes from the August 12, 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 August 12, 2026, City Council meeting.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the minutes from the August 12, 2026, City Council meeting.

ATTACHMENTS:
8-12-2026 City Council Meeting Minutes

CITY OF BRADENTON
CITY COUNCIL MEETING MINUTES
August 12, 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, August 12, 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; Brian Canaday, Assistant 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 meeting was called to order by Mayor Gene Brown at 8:31 a.m.

INVOCATION & PLEDGE:

Lead Pastor Sam Rainer with West Bradenton Baptist Church

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

PROCLAMATIONS: None.

PRESENTATIONS: None.

CITIZEN COMMENTS:

Pat Simmons, 1833 60th Avenue West, expressed concerns regarding legal challenges and issues related to federal legislation and people with disabilities.

CONSENT AGENDA:

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

i) Event Review Committee: Music in the Park
j) Event Review Committee: Paws in Motion Walk-a-Thon and Festival
k) Event Review Committee: September 11th Tribute to Heroes Memorial
l) Event Review Committee: Under the Palms Wellness Festival
m) Event Review Committee: White Cane Day
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
o) Police: Purchase of 15 Motorola N70 Portable Radios
p) Public Works & Utilities: Change Order No. 1 for Work Assignment 2601 for Manhole Lining
q) Public Works & Utilities: Change Order No. 9 for the Water Reclamation Facility (WRF) 4th Clarifier
r) Purchasing: Agreement PB-26-040NT with Galls, LLC.
s) Purchasing: 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.
u) 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.
v) Purchasing: Amendment No. 1 to Contract 25-019NT Pavement Marking and Striping Services 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.
x) Purchasing: Term Contract for Parking Garage Repair and Maintenance with Restocon, LLC

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

BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS:

a) Planning & Community Development: 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.

Jamie Schindewolf, Senior Planner, explained that the applicant was seeking approval for a Special Use Permit to allow a sidewalk café with alcoholic beverage sales. She summarized details of the property and presented a sketch of the proposed sidewalk café seating plan. She stated that the application was approved at the July 15, 2026, Planning Commission meeting.

Staff Report:

a) *"Should the Planning Commission wish to recommend to City Council approval the subject request, staff recommends that the following stipulations be applied to the approval:*

b) *a. The approved Resolution, including the approved site plan and conditions shall be on display and accessible on the Property during business hours.*

c) *b. Within 30 days following the approval, the Property Owner shall execute an Indemnification Agreement in a form acceptable to the City.*

d) *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.*

e) *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) *f. Any future increase in seating for the sidewalk café area shall be approved by City Council."*

Mayor Brown asked about the fees associated with the application. Ms. Schindewolf responded that the fees had been waived for all new applicants to ensure that compliance was achieved. Mayor Brown stated that the approval process allows for consistency and safety of the residents.

Josh Cramer, Chief of Police, agreed that safety on Old Main Street was a priority and that there was a plan to secure the outdoor furnishings at night.

Fanette Maquet, owner of Au P'tit Bonheur, stated that public safety was a top priority and added that all Americans with Disabilities Act (ADA) and safety standards would be followed.

Mayor Brown opened the public hearing. No one came forward and the public hearing was closed.

The Council Members welcomed Au P'tit Bonheur to downtown Bradenton.

MOTION TO APPROVE RESOLUTION 26-56 WITH THE STIPULATIONS RECOMMENDED BY STAFF was made by Councilman Schuessler and seconded by Councilwoman Barnebey. The motion passed 5-0.

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.

The second reading and public hearing were scheduled for the August 26, 2026, City Council meeting.

NEW BUSINESS BY DEPARTMENT HEADS, CITY ATTORNEY AND COUNCIL:

a) City Administration: Emergency Procurement Report

Rob Perry, City Administrator, explained that there were two emergency expenditures for July 24, 2026, located at 27th Street West and 17th Avenue West for installation of line stops performed by Colt Group and emergency water main repair performed by C-Squared.

Mayor Brown discussed that the planned projects and emergency expenditures were to improve the infrastructure throughout the City of Bradenton.

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

Mr. Perry presented information on a potential partnership between the City of Bradenton and Point Park University. He provided information on the university's programs and a possible future presence in downtown Bradenton. He summarized the economic and overall benefits that Point Park University has brought to downtown Pittsburgh. Mr. Perry outlined a preliminary three-year phase-up plan to establish the necessary infrastructure and performance venues.

Dr. Jeff Burton, Community Redevelopment Agency (CRA) Executive Director, gave examples of universities with a downtown presence and all the benefits they bring to those cities. He stated that all areas need to be explored when attempting to bring a project like this to downtown. Through discussions and economic studies, he has worked with university officials to develop a plan to explore the project further.

Mayor Brown highlighted the established partnership with the City of Pittsburgh to explain Point Park University's interest in Bradenton.

Mr. Perry stated that he was seeking a motion to continue exploratory discussions with Point Park University.

Councilwoman Gonzalez Moore shared her enthusiasm for the potential Point Park University partnership and then emphasized financial responsibility and careful planning. She was excited about a potential project of this size, looked forward to additional conversations about it in downtown Bradenton, and praised the university's track record of integrating into urban areas and restoring historic buildings.

Vice Mayor Kocher spoke about her visit to Point Park University in Pittsburgh and how the university was integrated to the City. She was impressed with the talented students she met during her visit, and she was excited about the idea of a private university in downtown Bradenton.

Councilman Schuessler said he was in full support of continued discussions and appreciated the economic information Mr. Perry provided. He looked forward to further details as the plans developed.

Councilwoman Barnebey shared that she was excited for a potential project of this size and looked forward to additional conversations about the project.

Councilwoman Coachman spoke about taking a comprehensive approach during the exploratory phase and added that City staff was committed to that process. She felt they were the most visionary City Council, and this project could bring people to the area.

Mayor Brown emphasized that partnering with a Pittsburgh-based university was a natural fit because of the connection between the two cities. He mentioned the benefits for students and the local economy and how the project will energize downtown Bradenton while offering students a place to learn, create, and build careers.

Dr. Burton detailed the CRA's initial funding of a feasibility study to explore bringing Point Park University to downtown Bradenton and how the programs align with local economic and redevelopment goals. Dr. Burton stated that a university's presence would boost foot traffic, support local businesses, and drive long-term revitalization.

MOTION TO CONTINUE EXPLORATORY DISCUSSIONS WITH POINT PARK UNIVERSITY was made by Councilman Schuessler and seconded by Vice Mayor Kocher. The motion passed 5-0.

UNFINISHED BUSINESS:

a) Information Technology: Utility Payment Processer Change

Teresa Armstrong, IT Project Manager, shared details on the new utility payment system that they planned to launch on September 1, 2026. She added that the new system would increase efficiency and enhance resident services.

COUNCIL REPORTS:

Councilman Schuessler welcomed students, teachers, administrators, and families back to school and reminded everyone to be safe on the roads. He thanked everyone associated with the school system for keeping the students safe and wished the students a wonderful school year.

Councilwoman Gonzalez Moore spoke about the effects of the recent rain in Ward Four and would like to see the drainage issues addressed.

Mayor Brown and Lance Williams, Deputy City Administrator and Chief Operating Officer, responded that future projects and funds were planned to address the water issues across the City of Bradenton. Mr. Williams announced that there was a Public Works and Utilities Open House planned for September 16, 2026, at 5:30 p.m. that would provide the residents with information about City projects.

Councilwoman Coachman thanked Councilman Schuessler for the school well wishes and added for everyone to be careful on the roads.

Vice Mayor Kocher wished all the students, teachers, administration, and parents a great school year and hoped everyone would slow down while driving. She reminded everyone that early voting had started. She spoke about Palma Sola Causeway and those issues that were being addressed and asked for an update on the process.

Scott Rudacille, City Attorney, reported that an ordinance was drafted and was currently undergoing a thorough review by his firm. He mentioned a potential permitting process for the Council's consideration. Mr. Rudacille addressed whether the City held authority to resolve issues at the causeway and that past concerns involved horses, and the current matter pertained to state statutes governing commercial activity within a public right-of-way.

Councilwoman Barnebey thanked City staff for their thorough support during the recent meeting with Ironwood residents and that many of their questions about the watermain replacement project were addressed. She gave her condolences to Karen Lanke, Karen Kyser, Michael Lowe, and their families due to the recent passing of family members. Councilwoman Barnebey extended birthday wishes to Ruby Byrd, who turns 92 on September 2, 2026, and her niece Emily, who turns 27 on September 5, 2026.

Mayor Brown spoke about the Council's ongoing dedication to serving the City and the need for clear communication. He mentioned that City Council elections are nonpartisan and would appear on the November ballot. The Mayor thanked the community for its support during the first week of school and reminded drivers to slow down in school zones.

DEPARTMENT HEAD REPORTS:

Irvin Lee, Public Works and Utilities Director, announced that sandbags and water would be distributed on Saturday, August 15, 2026, from 8 a.m. to noon at 1706 8th Street East.

The meeting was adjourned by Mayor Gene Brown at 10:27 a.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: September 9, 2026

SUBMITTED BY: Tamara Melton, Clerk

ITEM TYPE: Minutes

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Minutes from the August 19, 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 August 19, 2026, City Council Budget Workshop.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the minutes from the August 19, 2026, City Council Budget Workshop.

ATTACHMENTS:
8-19-2026 City Council Budget Workshop Minutes

CITY OF BRADENTON
CITY COUNCIL BUDGET WORKSHOP MINUTES
August 19, 2026, at 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 August 19, 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; 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 8:30 a.m.

CITIZEN COMMENT: None.

FY 2026-27 BUDGET PRESENTATION:

Lance Williams, Deputy City Administrator and Chief Operating Officer, stated that the presentation was the final budget workshop for the Fiscal Year 2026-2027.

Mr. Williams presented the Final Budget Proposal which included:

- Macroeconomic Review and Outlook
- Updated General Fund Revenues and Expenditures
- Updated Water/Sewer Revenues and Expenditures
- Fiscal Year 2027: More In-Depth Review
  -Operational and Program Initiatives
  -Utility Capital Initiatives (FY 2027 Project Requests)

Mr. Williams outlined the need for a 30% utility rate increase for water, sewer and stormwater and showed information on the trend for increases in surrounding municipalities.

Mayor Brown noted that several budgeted projects would span multiple years and wanted to reassure residents that progress was underway.

Councilwoman Barnebey asked for clarification on the listed repair projects and suggested additional communication to residents on the progress of repairs would be helpful.

There was a discussion about funding options for various City projects.

Mayor Brown adjourned the workshop at 9:33 a.m.

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

AGENDA ITEM NO. 6.f

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: September 9, 2026

SUBMITTED BY: Tamara Melton, Clerk

ITEM TYPE: Minutes

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Minutes from the August 26, 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 August 26, 2026, City Council meeting.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the minutes from the August 26, 2026, City Council meeting.

ATTACHMENTS:
8-26-2026 City Council Meeting Minutes

CITY OF BRADENTON
CITY COUNCIL MEETING MINUTES
August 26, 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, August 26, 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; Karen Lanke, IT Director; Nilsa Taylor, Director of Administrative Services; Tamara Melton, City Clerk; and Scott Rudacille, City Attorney.

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

INVOCATION & PLEDGE:

Lead Pastor Sam Rainer with West Bradenton Baptist Church

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

PROCLAMATIONS: None.

PRESENTATIONS: None.

CITIZEN COMMENTS: None.

CONSENT AGENDA

a) City Administration: Resolution 26-66 - Prepayment Extension for the Ironwood Watermain Replacement Project Assessment
b) City Administration: Third Amendment to Purchase and Sale Agreement between City of Bradenton and PHBGF Ventures, LLC
c) Police: Equipment and Supply Purchase for the New Police Headquarters
d) Police: Forfeiture Funds Expenditure KeyTrak System
e) Public Works & Utilities: Work Assignment for Water Reclamation Facility (WRF) Filter Actuator Upgrades
f) Purchasing: Agreement PB-26-045NT with Yamaha Golf-Cart Company
g) Purchasing: Construction Contract for the Sedimentation Basin and Flocculator No. 2 Rehabilitation Project with Razorback LLC

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

BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

a) Planning & Community Development: ORDINANCE 4080 - SECOND READING AND PUBLIC HEARING

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.

Jake Arjona, City Planner, explained that the City of Bradenton requested to vacate a 20-foot platted alley located southeast of the intersection of 9th Street West and 13th Avenue West. He provided details about the property and included photographs and a zoning map.

Staff Report:

> *"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*."

The public hearing was opened and anyone that wished to speak was asked to come forward. No one came forward and the public hearing was closed.

MOTION TO APPROVE ORDINANCE 4080 was made by Councilwoman Coachman and seconded by Councilman Schuessler. The motion passed 5-0.

NEW BUSINESS BY DEPARTMENT HEADS, CITY ATTORNEY AND COUNCIL

a) City Administration: Emergency Procurement Report

Rob Perry, City Administrator, explained that there was an emergency expenditure on August 10, 2026, for a temporary equalizer tank located at 305 17th Avenue West.

Mr. Perry and Dr. Jeff Burton, Community Redevelopment Agency (CRA) Executive Director introduced a Memorandum of Understanding (MOU) between the City, CRA, and Point Park University. Mr. Perry explained that the non-binding MOU was to establish a cooperative framework towards the development of a higher education campus in Bradenton. He said that university representatives were interested in leasing the old GTE Building located at 1009 4th Avenue West. Mr. Perry added that Manatee County was interested in conveying the property to the City and the matter would be on the September 1, 2026, Board of County Commissioners meeting agenda.

Dr. Burton noted that execution of the MOU was time sensitive and critical to the university's timeline for state and regional accreditation applications. He further explained that because the property was located in a CRA, there were several other processes that would need to be followed in accordance with Florida Statutes.

Vice Mayor Kocher and Councilman Schuessler felt that the MOU was a great way to move forward and supported the request.

Councilwoman Gonzalez Moore voiced concerns with the form and the City's potential financial obligations that were not listed in the MOU. She noted that she laid out all her concerns in an email to staff. Scott Rudacille, City Attorney, confirmed that the MOU was non-binding and noted that several steps remained in the process. He stated that the final draft of the MOU needed to clearly state that there were no contractual obligations.

There was a brief discussion regarding the proposed conveyance of the property from Manatee County.

MOTION TO AUTHORIZE ATTORNEY RUDACILLE TO WORK WITH CITY STAFF TO DRAFT A NON-BINDING MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN THE CITY, CRA, AND POINT PARK UNIVERSITY AND AUTHORIZE EXECUTION BY THE MAYOR was made by Vice Mayor Kocher and seconded by Councilwoman Barnebey. The motion passed 5-0.

COUNCIL REPORTS:

Councilwoman Coachman reminded everyone that Ward Five is alive.

Vice Mayor Kocher attended the Bradenton Marauders game that benefited the Bradenton Blue Foundation. She addressed safety concerns regarding golf carts, electronic bikes, and minibikes on major roads.

Councilwoman Barnebey thanked the Council and City staff for their continued support with the Ironwood Water Main Replacement project. She mentioned complaints she received about a home in Ward 2 and that code violations were scheduled to be addressed at the Special Magistrate hearing on September 1, 2026.

Councilman Schuessler invited the public to attend the Manatee County Fire Chiefs' Association's Tribute to Heroes on September 11, 2026, at 9:30 a.m. at Rossi Park to honor the lives that were lost on September 11, 2001, and to honor the bravery and service of first responders.

Mayor Brown mentioned his recent attendance at a Manatee County Commission meeting and stressed the importance of collaboration with Manatee County officials, noting that City residents pay substantial county taxes and benefit from shared resources. He paid tribute to Dolly Parton by highlighting her life as an example of standing up of self-advocacy and living with purpose. Mayor Brown emphasized the value of productive teamwork and healthy debate among City leaders helped to build a better future for the City of Bradenton.

DEPARTMENT HEAD REPORTS:

Josh Cramer, Police Chief, gave an overview of Flock cameras and examples of the positive outcomes from using them. He outlined the extreme auditing process that enforced accountability.

Tim Geer, Fire Chief, reminded the Council about the Manatee Chamber of Commerce Luncheon on September 2, 2026, that honored local first responders. He mentioned the September 11th Tribute to Heroes event at Rossi Park on September 11, 2026, at 9:30 a.m.

The meeting was adjourned by Mayor Gene Brown at 9:33 a.m.

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

AGENDA ITEM NO. 6.g

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: September 9, 2026

SUBMITTED BY: Elba Viruet, Police

ITEM TYPE: Miscellaneous

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Forfeiture Funds Expense Request

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The Bradenton Police Department's 9th Annual Florida Contraband Forfeiture Grant Program is an example of our commitment to community policing and engagement. Our agency must donate at least 25% of forfeiture funds received annually to community organizations and programs engaged in projects that seek to improve neighborhood safety, promote crime prevention, drug prevention, drug education, drug treatment services, or school resource officer programs.

The $21,750 awarded through these grants, in addition to funds already expended with your approval, far exceed the minimum annual requirement. Each organization selected provides services within the City of Bradenton and will directly impact our residents.

Selected recipients of the Bradenton Police Department's 9th Annual Florida Contraband Forfeiture Grant Program are:

- Avenue941
- Bailes Consulting Services
- Boys & Girls Club of Manatee County, Inc.
- Bradenton Gladiators Football, Inc.
- Bradenton Police Department Explorer Post #1004

- Florida Cultural Group, Inc.
- Hand Up to Victory, Inc.
- Manatee County Girls Club, Inc. dba Just for Girls
- New Manatee Broncos
- Pace Center for Girls of Manatee County
- Prodigal Daughters Journey Home
- Replay Outreach, Inc.
- Rogers Garden Bullock Elementary School
- Saint Stephen's Episcopal School
- Special Olympics Florida, Inc.
- The Mark Wandall Foundation, Inc.
- United Community Centers, Inc./13th Avenue Dream Center

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the forfeiture funds expense request as presented.

ATTACHMENTS:

AGENDA ITEM NO. 6.h

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: September 9, 2026

SUBMITTED BY: Jeremy Giddens, Police

ITEM TYPE: Miscellaneous

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Opioid Funds Expenditure - Crime Reduction Team Equiptment and Supplies

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The Police Department is requesting the use of opioid funds to support the Crime Reduction Team (CRT) and its ongoing efforts to investigate and combat opioid and narcotics-related criminal activity within the City. The proposed expenditure includes supplies and equipment. These expenses directly support efforts to reduce and disrupt illegal opioids and narcotics in the community.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by Police Legal Advisor.

SUGGESTED MOTION:
Motion to approve Opioid Funds Expenditure for Crime Reduction Team equiptment and supplies.

ATTACHMENTS:
Opioid Funds Expenditure

Bradenton Police Department
Inter-office Memorandum

DATE: August 28, 2026

TO: Chief Josh Cramer
Chief of Police

FROM: Jeremy Giddens
Grant/Business Operations Manager

SUBJECT: Opioid Settlement Funds – Crime Reduction Team Equipment and Supplies

The Bradenton Police Department requests authorization to use $15,600 in opioid settlement funds to purchase equipment and supplies for the Crime Reduction Team (CRT). CRT conducts proactive narcotics investigations and enforcement activities targeting the illegal distribution and use of opioids and other controlled substances within the City of Bradenton.

The requested equipment and supplies will directly support CRT's opioid and narcotics investigations, enforcement operations, evidence and investigative data management, and related community outreach efforts. Purchases include digital cameras and scanners for investigative documentation and intelligence gathering; entry tools and carrying bags to support enforcement operations; duty belts, pouches, and equipment holders for CRT personnel; and hard drives, storage folders, and related supplies for the secure organization and storage of investigative information.

The use of opioid settlement funds for these purchases will enhance the Department's ability to investigate and disrupt illegal opioid and narcotics activity, identify individuals and organizations involved in drug distribution, and support enforcement and outreach efforts intended to reduce the impact of opioids within the community.

Proposed Budget

Item	Amount
Hard Drives, Storage Folders & Related Supplies	$800
Duty Belts, Pouches & Equipment Holders	$4,000
Scanners	$600
Entry Tools & Carry Bags	$2,600
Digital Cameras	$7,600
Total Requested	**$15,600**

Upon approval, the Department will proceed with the purchases in accordance with any procurement requirements.

AGENDA ITEM NO. 6.i

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: September 9, 2026

SUBMITTED BY: Kristofer Eccles, Public Works & Utilities

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Change Order No. 1 for the Elevated Tank 5 Renovation

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Change Order No. 1 for Renovation of Water Tower 5, located on 59th Street West and 33rd Avenue Drive West (G.T. Bray) includes a base contract adjustment and additional work scope from found conditions. The former moves the upcoming interior renovation from Year 5 of the contract to current year (Year 2), providing less impact to future operations within G.T. Bray Park. The latter addresses additional repairs identified after initial inspection, prior to renovation.

FINANCIAL IMPACT:
The Change Order will be funded by GL account (40253320-534000).

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve Change Order No. 1 for the Elevated Tank 5 Renovation.

ATTACHMENTS:
Change Order No. 1

CHANGE ORDER (CO) NO. 1

OWNER/CLIENT: City of Bradenton PROJECT NO.: _____ PROJECT MANAGER: _____

ENGINEER: Kristofer Eccles, P.E. PROJECT NO.: _____ PROJECT MANAGER: _____

CONTRACTOR: Utility Service Co., Inc. PROJECT NO.: 157859 PROJECT MANAGER: _____

PROJECT NAME: Elevated Tank 5 Renovation

DATE OF ISSUANCE: 8/31/2026 EFFECTIVE DATE: _____

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

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: $ 557,002.00	Original Contract Times: ☐ Working days ☐ Calendar days Substantial completion (days or date): _____ Ready for final payment (days or date): _____
[Increase/Decrease] from previously approved Change Orders No._____to No._____: $ _____	[Increase/Decrease] from previously approved Change Orders No._____to No._____: Substantial completion (days): _____ Ready for final payment (days): _____
Contract Price prior to this Change Order: $ 557,002.00	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: $ 253,697.07	[Increase/Decrease] of this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
Contract Price incorporating this Change Order: $ 810,699.07	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
Move interior renovation of Tank 5 from Year 5 of the contract to current year (Year 2)		$ 155,392.00
Additional scope of repairs identified during renovation inspection of Tank 5		$ 98,305.07
SUBTOTAL		$ 253,697.07

ATTACHMENTS
(List documents supporting change.)

1. Addendum to Water Tank Maintenance Contract with Utility Service Co., Inc.
2. Change Order No. 1 - Tank 5 - Additional Scope of Repairs

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: Kristofer S Eccles Digitally signed by Kristofer S Eccles Date: 2026.08.31 09:54:51 -04'00'	By:	By:
Engineer (Authorized Signature)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Date: 8/31/2026	Date:	Date: 8/31/2026

May 15, 2026

City of Bradenton
Attn: Dawn Jani
101 12th St W
Bradenton, FL 34205-7865

RE: Addendum to Water Tank Maintenance Contract with Utility Service Co., Inc.

Dear Dawn Jani:

This letter agreement shall serve as an addendum to the Water Tank Maintenance Contract ("Original Contract") described as follows:

Original Contract Date	Tank Name	Gallons	Type	Project #	Customer #
28-AUG-24	TANK 5 59TH ST WEST	500,000	HYDROPILLAR	157859	4541

The following change shall be made to the Original Contract:

Based on the City's Fiscal Year starting October 1, we are in Year 2 of the Original Contract. The interior renovation is being moved from Year 5 to Year 2. The fees are also moving with the work and will be due Upon Completion of services. The work and fee schedule for the remainder of the term shall be as follows:

Year 2 (10/1/25-9/30/26):
Complete Containment/Blast Exterior Renovation: $557,002.00
Interior Renovation. $155,392.00
Total for Year 2: $712,394.00

The Year 2 services include a Washout Inspection and stamped report.

The City shall issue a P.O. for the full amount of $712,394.00. The parties agree that payment of $340,000.00 toward this balance will occur in Year 2. The parties agree that the City will issue a payment for the remaining balance of $372,394.00 in Year 3. These amounts do not reflect the potential Change Order for the Wet Interior Renovation being negotiated currently.

Year 3 (10/1/26-9/30/27):
Visual Inspection $4,123.00

Year 4 (10/1/27-9/30/28):
Washout Inspection $5,977.00

Year 5 (10/1/28-9/30/29):
Visual Inspection: $4,123.00

Any and all other aspects of the Original Contract not addressed in this addendum shall remain unmodified and in full force and effect. I appreciate this opportunity and look forward to working with you in the future.

Sincerely,

Bradley Winkeler, P.E.
National Director of Operations

CHANGE ORDER No. 1

City of Bradenton, FL

Tank 5 — Additional Scope of Repairs

Change Order No. 1 Prepared by USG Water Solutions June 24, 2026

This change order covers the additional scope of repairs identified for Tank 5, summarized below and supported by the attached photo documentation.

Summary of Repairs

#	Repair	Price
1	Removal of All Conduit & Bracketing for Dry Interior Blast	$9,322.03
2	Replace Roof Vent	$8,474.58
3	Dry Interior Piping Patch Plates	$12,711.86
4	Dry Tube Flooring Repairs	$12,711.86
5	Dry Tube Plating (16')	$22,033.90
6	Dry Interior Prep Change (Full SP6 & 2-Coat Epoxy)	$20,338.98
7	Install New Aviation Lighting, Wiring, & Conduit	$12,711.86
	TOTAL CHANGE ORDER PRICE	**$98,305.07**

Photo documentation supporting each repair follows, presented in the order listed above.

Photo Documentation

1. Removal of All Conduit & Bracketing for Dry Interior Blast $9,322.03

Existing dry interior conduit and bracketing must be removed to allow abrasive blasting and steel repairs within the dry tube.



2. Replace Roof Vent $8,474.58

The existing roof vent is deteriorated and is recommended for replacement.



3. Dry Interior Piping Patch Plates $12,711.86

Dry interior piping requires patch plating to address corrosion and section loss.






4. Dry Tube Flooring Repairs $12,711.86

Steel repairs are required to the dry tube floor where section loss and deterioration were identified.





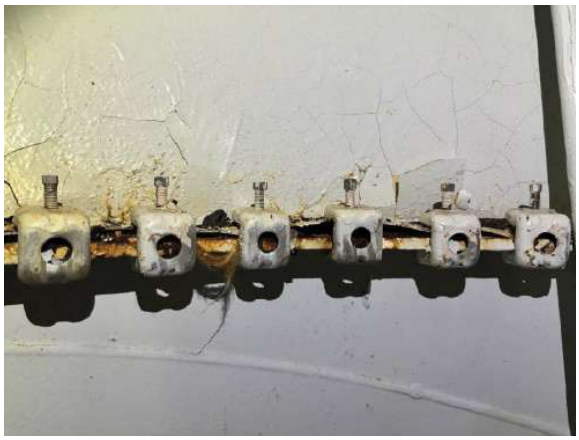

5. Dry Tube Plating (16') $22,033.90

Approximately 16 feet of patch plating and associated steel repairs are required on the dry tube interior.









6. Dry Interior Prep Change (Full SP6 & 2-Coat Epoxy) $20,338.98

Original specification was a Spot SP#6 blast for corroded areas, spot SP#6 areas would receive a coat of epoxy prior to the full coat. Remaining surfaces would receive an SP-7 and two coats of epoxy at 3-4 mils each coat.

The change order request calls for full SSPC-SP6 commercial blast preparation and a two-coat epoxy system at 4-6 mils each coat. With all of the other necessary welding repairs, and the progression of the corrosion on the dry interior, this more comprehensive scope is more adequate.









7. Install New Aviation Lighting, Wiring, & Conduit $12,711.86

The existing aviation light was in poor condition and removed for blast activities. New aviation lighting, wiring, and conduit are to be installed. An access ladder on the dry tube extension provides current and future access to the light mount.









AGENDA ITEM NO. 6.j

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: September 9, 2026

SUBMITTED BY: Jean Totti, Public Works & Utilities

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Contract Amendment 2 to Fawley Bryant Architecture for City Park Project Design

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Contract Amendment 2 with Fawley Bryant Architecture will allow the design team to prepare construction and bid documents for Phases 2 through 4 of the City Park project. The project was originally conceived and contracted as a single-phase project; however, dividing the work into multiple phases requires additional effort from the architect and associated consultants.

FINANCIAL IMPACT:

Contract Amendment #2 will increase the Fawley Bryant Architecture contract by $470,000 for additional design services associated with Phases 2 through 4 of the City Park project.

ATTORNEY REVIEW/RECOMMENDATION:
Under review

SUGGESTED MOTION:
Motion to approve Contract Amendment 2 with Fawley Bryant Architecture for the design of Phases 2 through 4 of the City Park project.

ATTACHMENTS:

Contract Amendment 2 with Fawley Bryant Architecture

Project Phasing Impact Schedule

Amendment No. 002

April 1, 2026

Jean Totti
City of Bradenton Construction Administrator
888 13th Ave. East
Bradenton, FL 34205

In accordance with the Agreement dated: 20 May 2025

Between the Owner:

City of Bradenton
101 Main Street
Bradenton, FL 34205

And the Architect:

Fawley Bryant Architecture
5391 Lakewood Ranch Blvd. N, Suite 300
Sarasota, FL 34240

For the Project:

City Park – Architecture/Engineering
1611 9th Ave W.
Bradenton, FL 34205
COB RFQ# 24-027EJ
FBA Project #: 24053.00

Project & Amendment Understanding:

The Prime Agreement originally assumed a consolidated design and documentation process across the project site. Unforeseen stormwater management constraints and property acquisition timelines required a phased project approach. As a result, Phase 2 requires revisions to project schedules, coordination efforts, and drawing development to align with the phased implementation strategy. Phase 2 will be executed as an independent amendment, documentation, and construction effort with separate sequencing, scheduling, and permitting activities coordinated with the Owner and Construction Manager.

These services and associated fees herein reflect coordination and documentation revisions associated with the Owner's revised project sequencing and do not represent duplication of design work previously compensated services under the Prime Agreement.

Phase 2 – Amended Scope of Services:

Phase 2 includes the relocation of Field 2 and development of associated support facilities including field lighting, dugouts, spectator bleachers, a restroom and concession building, and rehabilitation of the existing maintenance building. Services will include architectural and engineering coordination necessary to support design, documentation, and construction of these improvements.

Professional services for Phase 2 will progress through Design Development (DD), and Construction Documents (CD), and will include preparation of a separate permit submission package, coordination with the City and applicable reviewing agencies, bidding or negotiation support, and construction administration services consistent with the Prime Agreement.

Task 2a – Field 2 Relocation and Associated Facilities

Relocation of Field 2 and associated site layout coordination including field lighting systems, protective netting, dugouts, spectator bleachers, and related site improvements required to support the relocated field and park operations. Phase 2 also includes development of a new restroom and concession building and coordination of utilities and supporting infrastructure necessary to serve the relocated field and associated facilities. Masterplan stormwater design for phases 2, 3, and 4.

Task 2b – Roundabout Design at 9th Avenue West and 13th Avenue West

Design and coordination of the roundabout improvements previously identified as a future phase under Amendment No. 001. Services include design coordination required to integrate the roundabout into site circulation, park entry sequencing, and supporting infrastructure improvements.

Compensation:

Reference Prime Agreement, Article 11 (Compensation) and Prime Agreement Exhibit C (Fee Schedule).

This Amendment adjusts compensation solely for the amended Phase 2 services described herein. Compensation for these services shall be provided as Additional Services under the Prime Agreement and structured as lump sum fees by consultant.

Phase 2:

This Amendment establishes compensation for Phase 2 services described herein. Compensation will be structured as lump sum fees by consultant consistent with the Prime Agreement.

Fawley Bryant Architecture (FBA):	$152,500.00
Engineering Matrix:	$5,000.00
Kimley-Horn:	$38,000.00
ZNS Engineering:	$268,000.00
Bennett & Pless:	$6,500.00
Total Compensation:	**$470,000.00**

Schedule Impact:

Reference: Prime Agreement, Article 3 (Time of Performance) and Prime Agreement Exhibit B (Project Schedule).

This Amendment addresses schedule adjustments associated with the independent sequencing and timelines established by the Owner and Construction Manager for Phase 2 implementation. Adjustments to project documentation and coordination activities necessary to support this phased implementation are included within the services described herein.

Attachments and Exhibits

The following documents are incorporated by reference and provided for informational purposes:

- Exhibit A – Prime Agreement
- Attachment 1 - Current Construction Schedule (Phases 1–4): Identifies anticipated start and completion dates for each phase, including Schematic Design, Design Development, Construction Documents, permitting, bidding, and Construction Administration milestones.
- Attachment 2 - Engineering Matrix Proposal
- Attachment 3 - Kimley-Horn Proposal
- Attachment 4- ZNS Proposal
- Attachment 5- Bennett & Pless Proposal

Signature	4/1/26 Date	Signature	Date
Stu Henderson, Partner, Architect Fawley Bryant Architecture		Gene Brown Mayor City of Bradenton	

EXHIBIT A

AGREEMENT FOR PROFESSIONAL SERVICES FOR PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES FOR LECOM PARK

PRIME AGREEMENT

THIS AGREEMENT is made and entered into as of the date of execution by both parties, by and between **THE CITY OF BRADENTON**, a Florida municipality, hereinafter referred to as the "City" and **FAWLEY BRYANT ARCHITECTS, INC.**, a corporation authorized to do business in the State of Florida, hereinafter referred to as "Consultant."

WHEREAS, the City issued RFQ No. 24-027EJ (the "RFQ") to procure a qualified proposer to provide Professional Architectural Services for the design of a new third baseball field, associated buildings and redesign of an existing second field at LECOM Park (the "City Park") in accordance with Section 287.055, Fla. Stat., the Consultants Competitive Negotiation Act; and

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

WHEREAS, the Consultant has reviewed the architectural and engineering services requirements pursuant to the Agreement and is qualified, willing and able to provide and perform all such services in accordance with its terms.

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:

A. CONSULTANT'S SERVICES

The Consultant agrees to diligently provide professional engineering design, permitting, and construction inspection services for the design of a new third baseball field, associated buildings, and redesign of an existing second field at LECOM Park and to provide such services in accordance with Scope of Services attached as Exhibit A, and Project Schedule, attached as Exhibit B, both incorporated herein.

B. TERM

The Agreement shall commence immediately upon execution by both the City and the Consultant and shall continue through the completion of the Services. Notwithstanding the preceding sentence, the Consultant shall perform no work under this Agreement until receipt of a Notice to Proceed (NTP) is issued by the City.

C. COMPENSATION AND PAYMENT OF CONSULTANT'S SERVICE

1. The City shall pay the Consultant for services rendered hereunder and completed in accordance with the terms and conditions of this Agreement in an amount not to exceed **One Million Two Hundred Twenty-Four Thousand Three Hundred Seventy Dollars and Zero Cents ($1,224,370.00)** for the Services in accordance with Exhibit C Fee Schedule, attached hereto and incorporated herein.

2. Consultant acknowledges and agrees that no minimum amount of work is guaranteed under this Agreement and the City may elect not to issue a NTP. If a NTP is issued, the City reserves the right to amend, reduce, or cancel the NTP it its sole discretion.

3. 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 this Agreement will be adjusted to exclude any significant sums by which the City determines the amount by which the Agreement was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such adjustments must be made within one (1) year following completion of this Agreement.

4. The City's performance and obligation to pay under this Agreement is contingent upon an appropriation by City Council. The City shall promptly notify the Consultant if the necessary appropriation is not made.

D. ADDITIONAL SERVICES

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

If the City requires the Consultant to perform additional services and if such services are not required as a result of error, omission, or negligence of Consultant, then in such event the Consultant shall be entitled to additional compensation. 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. Any additional service or work performed before a written amendment to this Agreement shall not be compensated by the City.

E. METHOD OF PAYMENT

Consultant shall submit an invoice to the City in accordance with the terms of the Request for Qualifications ("RFQ"), made part hereof by this reference. Unless otherwise agreed, the City shall pay the Consultant's invoices in accordance with Florida's Prompt Payment Act.

F. INSURANCE

Before performing any work pursuant to this Agreement, Consultant shall procure and maintain, during the life of this Agreement unless otherwise specified, insurance as specified in the RFQ.

G. RESPONSIBILITIES OF THE CONSULTANT

1. Consultant acknowledges that it is familiar with the requirements and specifications of the RFQ, including any addenda, and that it will perform the services as required.

2. If the Consultant is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

3. Consultant agrees that it and its employees shall communicate with City employees and members of the public in a civil manner. All aspects of 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. The City further reserves the right to suspend or debar the Consultant from consideration for awarded for future contracts in accordance with the City of Bradenton's Procurement Policies and Procedures if the Consultant does not abide by the terms of this Section.

4. 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.

5. 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, upon prior written notice to the Consultant. Such records shall be retained for a minimum of three (3) years after completion of the services.

6. The Consultant shall ensure that all key personnel, support personnel, and other agents are fully qualified to and capable of performing their assigned tasks. Any change or substitution to the Consultant's key personnel must receive the City's written approval before said changes or substitution can become effective.

7. The Consultant specifically agrees that all work performed under the terms and conditions of this Agreement shall be completed in accordance with the design schedule as set forth in this RFQ, subject only to delays caused by force majeure. "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.

H. OBLIGATIONS OF CITY

1. City shall cooperate fully with Consultant in the performance of Consultant's obligations under this Agreement.

2. City shall timely produce and complete accurate information necessary to effectuate the gathering of the public input, at the request of Consultant. City further agrees to provide Consultant with notice of any material changes in City's organization and/or operations, or in any other material information provided under this Agreement.

I. TERMINATION

The City reserves the right to terminate the Agreement in accordance with the terms of the RFQ.

J. PUBLIC RECORDS

As required under §119.0701, Fla. Stat., the Consultant shall comply with the requirements of Florida's Public Records laws, specifically including the following:

1. Consultant shall keep and maintain public records required by the City in order to perform the service;
2. 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;
3. Consultant 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 the Consultant does not transfer the records to the City;
4. Consultant shall upon completion of the Agreement, transfer, at no cost, to the City all public records in possession of the Consultant or keep and maintain public records required by the City to perform the service. If the Consultant transfers all public records to the City upon completion of the agreement, the Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records

disclosure requirements. If the Consultant keeps and maintains public records upon completion of the agreement, the Consultant 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

5. Consultant 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 THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS 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

K. **MISCELLANEOUS**

1. This Agreement and attachments constitute the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written with respect to the subject matter. No amendment, change or addendum to this Agreement is enforceable unless agreed to in writing by both parties and incorporated into this Agreement.

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

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

4. The Consultant shall not assign any interest in this Agreement and shall not transfer any interest in same (whether by assignment or novation) without the prior written consent of the City.

5. 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. 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 valid and binding on each party.

6. 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.

7. 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 of any cause of action arising out of the performance of this Agreement.

8. The rights and remedies of the City provided for under this Agreement are in addition to any other rights and remedies provided by law.

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

10. Any notices, reports, or any other type of documentation required by this Agreement shall be sufficient if sent by the parties via United States mail, postage paid, to the addresses listed below:

To Owner:
City of Bradenton
Attn: Purchasing Manager
101 Old Main Street
Bradenton, Florida 34205

Copy to:
Blalock Walters, P.A.
Attn: Scott E. Rudacille, Esquire
802 11th Street West
Bradenton, Florida 34205
srudacille@blalockwalters.com

To Consultant:
Fawley Bryant Architecture
5391 Lakewood Ranch, Blvd N, Suite 300
Sarasota, FL 34240

Email: SPG@fawleybryant.com

Copy to:

Email:

IN WITNESS WHEREOF, the parties have executed the Agreement as of the date last below written.

CITY OF BRADENTON:

By: _____
Gene Brown, Mayor

Date: 3-12-2025

FAWLEY BYANT ARCHITECTURE

By: _____
Stu Henderson

Title: AIA, Owner

Date: 03/05/2025

WITNESS FOR CITY:

_____
Tamara Melton, City Clerk

APPROVED AS TO FORM:

_____
Erica Augello as Conflict Council o/b/o
Scott Rudacille, City Attorney

EXHIBIT A

EXHIBIT A
SCOPE OF SERVICES

1. **PROJECT OVERVIEW**
   - A. Baseball Fields & Structures
     - i. City Park Field:
       - a. Description: Construction of a new feature baseball field replicating the PNC Park dimensions and characteristics.
       - b. Features:
         1. Synthetic or natural turf (to be determined)
         2. Lighting and windscreen batter's eye (fence)
         3. 21' tall fence in right field
         4. LED scoreboard & foundations
         5. Aluminum roof surface dugouts and bullpens (2, 2-lane) for home and away teams
         6. Aluminum spectator seating for 300 behind home plate (by delegated engineer)
         7. Elevated, shaded, occupiable platform (less than 500 sf) for announcing (B&P) with outdoor rated electric lift.
         8. PA system for games and events
         9. Field and directional signage
         10. Hard scape and land scaping
         11. Netting along 9th St West & 13 Avenue

     - ii. Existing Practice Field:
       - a. Description: Renovation of the existing practice field.
       - b. Features:
         1. 300 spectator seats
         2. New surface dugouts with aluminum roof and bullpens (2, 2-lane for each team)
         3. New field lighting and scoreboard
         4. Adjustment and repair of the field perimeter due to adjacent building demolition
         5. Field and directional signage
         6. Hard scape and land scaping

     - iii. Batting Tunnel Building:
       - a. Description: A new approx. 4500 sf pre-engineered metal building, covered and insulated batting tunnel.
       - b. Features:
         1. Located near the visitors' clubhouse and stadium bullpen area.
         2. Netting
         3. Design ed to remain dry, with roll down vinyl for lightning protection.
         4. Ventilation+ Fan s (no a/c), appropriate lighting, manually adjusted netting.
         5. Limited A/C - TBD
         6. Performance measuring technology accommodations
         7. Synthetic turf and mounds for two batting lanes
         8. Storage for 'L-Screens' and pitching machines.
         9. Electrical closet

EXHIBIT A
SCOPE OF SERVICES

iv. Restroom & Concessions Building:
   a. Description: A 2500 sf building to house retail, concessions, restrooms, and storage.
   b. Features:
      1. Retail area with transaction counter, POS system, and vending machine location
      2. Concessions area (600 sf) with hood, grease traps, dry and refrigerated storage, roll down door for window.
      3. General supply storage, 20 ft of countertops, mop sink, IT closet
      4. Mechanical/ electrical room
      5. Men's and Women's ADA accessible restrooms with complete facilities

B. Site Improvements:
   i. LECOM Park Home Clubhouse/VIP Parking Lot
      a. Description: Expansion to the intersect ion of 9th and 17th street.
      b. Features: Land scaping, lighting, fencing, and access-controlled gates.

   ii. Grass Parking:
      a. Description: Stabilized grass parking for 550 cars east of LECOM Park home clubhouse.
      b. Features: Sized for a future 4th baseball field.

   iii. North Parking Lot
      a. Description: A new, lighted, paved surface parking lot for approx. 300 cars.
      b. Access: From 13th street.

   iv. ESPN Tractor Trailer Access:
      a. Description: Access area behind left field elevated grandstands.
      b. Security: Appropriate secure access.

   v. Future Developments:
      a. Parking Garage: Future 3-level parking garage planned in this location. Detailed work including the design and documentation of the parking garage is not included in this projects scope.

   vi. Landscaping and Signage:
      a. Description: Comprehensive landscaping with irrigation, site lighting, hardscaping, concrete pathways, and visitor/ spectator areas.

   vii. Monument Sign/Entry Feature: At the NW corner of the site, vanda l-resistant, possibly CMU and Brick construction with illuminated signage.

   viii. Maintenance building:
      a. Description: Enclose the existing three-sided outdoor vehicle storage area to create a finished interior maintenance shop and storage space. This will include approximately 130 linear feet of prefabricated metal wall panels and structure, provided by the metal building manufacturer and the delegated engineer of record (EOR).

EXHIBIT A
SCOPE OF SERVICES

b. Scope: Evaluate existing conditions, including coordination with the pre-manufactured engineer and any necessary foundations resulting from the delegated engineer' s newly added wall panels and structure. If required, pin to existing footings based on site conditions. Assess MEPFS systems for any necessary upgrades to accommodate the new use.

1. Assumptions: Delegated EOR building has capacity and/or can be retrofitted for wind load requirements.

Refer to these proposals attached in Exhibit D - Professional Services Matrix for a detailed list of services for a detailed A/E Services list breakdown.

2. KEY DESIGN AND CONSULTANT SERVICES INCLUDED

Consultant shall provide the services described in this section.

A. Analysis and Site Engineering Development:

i. The area of analysis shall include parcels of the Project site.

ii. The Consultant shall review the existing above and below ground conditions, off-site conditions, and transportation and utility conditions.

iii. The Consultant shall analyze site constraints, opportunities and storm water retention.

iv. The Consultant shall collect site data include complete boundary, topographic and any other documentation necessary to complete Construction Documents.

v. The Consultant shall coordinate meetings and presentations to local officials and City representatives.

B. Schematic Design: Provide schematic design services. Consultant will follow guidelines of the stormwater design previously permitted with applicable agencies from Applied Sciences and all other relevant experts brought into the team by the city.

C. Design Development: All design work shall result in a detailed, dimensioned site and all buildings included in the design of the campus. Detailed and outlined specifications describing all selected building components, systems and materials. Details shall include, but not be limited to, definition of architectural elements and structural components, mechanical, and electrical and civil/site services. Cost estimates will be provided by the Construction Manager under a separate agreement.

D. LEED Certification (Option): (option is not currently included in Consultant Proposal). If option is accepted Design shall incorporate elements commensurate with a, "Certified" level of LEED Certification if determined feasible upon the review of the City. The City and Consultant mutually acknowledge that a Project goal is to achieve certification under the U.S. Green Building Council's (USGBC) LEED green building rating system. LEED certification will require input and effort from the City and Consultant, as well as other consultants, the Construction Manager and other parties associated with the Project that are not parties to this Agreement. LEED Certification and associated fees for professional services – is not included in the projects initial scope, but can be included by the professional services team should the city elect to pursue formal certification.

i. Consultant shall perform analysis of the available LEED points and make recommendations to the City as to which level of LEED certification can be reasonably achieved.

EXHIBIT A
SCOPE OF SERVICES

ii. The Consultant shall:

a. Have at least one principal participant of the Consultant's design team that has successfully completed the LEED Accredited Professional exam.

b. Provide services to include Green building design and systems integration.

c. Identify and rate options for materials and systems and life cycle analysis of alternative Green building options. The City will identify, with the input of the Consultant, those systems and materials for which the City would like to have the analysis completed.

E. Construction Documents: Consultant shall prepare final working drawings and specifications required to construct the complete and fully operational baseball facility ("the Construction Documents"). The Construction Documents will meet all applicable federal, state, and local laws, including ADA and building code, and shall be buildable within the budget constraints.

The Consultant will ensure that all documents shall be thorough and coordinated between each other and between the various engineering disciplines. All specifications shall be specific to this Project. In consultation with and as approved by the City, Consultant shall assist the Construction Manager in the development of alternative pricing options, value engineering and shall implement quality control procedures to include City/Consultant review and approvals, shall produce construction plans for all aspects of the Project, shall perform required material research and compile specifications for inclusion in the final Construction Documents for permitting, bidding and construction.

F. Cost Control: The Consultant, in concert with the Construction Manager, shall provide the City with an early evaluation of cost options and projections for site development for the facility and continued monitoring of costs during all phases throughout the process. Costs for the Project shall remain within the Project budget approved by the City. Costs are to be controlled though quality assurance procedures, including value engineering, established by the Construction Manager and Consultant. The Consultant understands and acknowledges that the City has established a construction budget for the Project. The Consultant agrees to design the Project so that the cost of construction shall not exceed the construction budget. The budget shall be reviewed at each stage of the preparation of drawings and the Consultant shall rely on the Construction Manager's review of budget figures.

G. Monthly Progress Reports: The Consultant shall provide monthly progress reports during all phases of the design process, and will consist of general summary and descriptive data of contract progress and include narrative information regarding any changes in management and supervisory personnel; any anticipated or actual variations significant accomplishments, and problem areas; a statement of proposed corrective action, solution of prior month's problems and Consultant's initiated improvements in operational efficiency, and other such information as may be required by the City.

H. Bidding/Guaranteed Maximum Price (GMP) Coordination: The Consultant shall assist the Construction Manager in the preparation of the bid packages. The Consultant shall communication efficiently and promptly with all bidders and provide continuity of Project management including issuing addenda as may be required to clarify issues, attending pre-bid conferences, responding to questions from bidders, attending subcontract bid openings, and if requested, assisting the Construction Manager with bid evaluation and alternative analysis. The City, at tis sole discretion, reserves the right to implement a direct purchase

system for supplies and equipment for the Project.

I. Disciplines Coordination: Consultant shall coordinate the engineering disciples with the architectural work. The Consultant shall:

i. Serve as the point of contact for all formal communication between the Consultant's design team and the City Project Manager.

ii. Organize and conduct periodic multi-disciple progress meetings as necessary to discuss Project issues, identify conflicts or concerns and determine satisfactory solutions, document decisions, give directions and maintain Project progress.

iii. Disseminate necessary information and decision to the City and the Construction Manager.

iv. Conduct basic preliminary building program scope verification reviews with the engineering disciplines in concert with the Construction Manager to determine that the Project can be completed within the funds available and based on the scheduling of work.

v. Review all of the Consultant's design team's work, checking for programmatic and other potential conflicts, establishing total quality control and quality assurance procedures, and diligently pursue peer review process.

vi. Assis the City and Construction Manager with the preparation and coordination of the overall Project schedule.

vii. Consultant's subconsultants are as follows:

a. Engineering Matrix, Inc.

b. Bennett & Pless, Inc.

c. Musco LLC

d. ZNS Engineering, L.C.

e. Kimley-Horn and Associates, Inc.

f. Fishman & Associates, Inc.

J. Project Administration Services: Within ten (10) days after the Notice to Proceed for Construction is issued, the Consultant shall schedule jointly with the CMAR an organization meeting with the City Project Manager to review the work plan (total building spaces and vehicular drives, roads and parking requirements, adjacencies, stormwater management, project schedules, estimated project costs and deliverables). The Consultant shall:

i. Coordinate and schedule all necessary meetings with the City Project Manager, reviewing agencies or others to obtain Project information and maintain Project Progress.

ii. Record the minutes of meetings, presentations, developments, conferences, and discussions by the Consultant and furnish copes of the minutes within seven (7) calendar days to all attendees/participants and to persons identified by the City.

iii. Confirm, in writing, conferences, telephone conversations, consultations and meetings in which the Consultant is a party which resolves or establish a question of scope, a design element, or other consideration of the Project development. Copies shall be distributed as determined by the City.

iv. Provide written responses to all of the City's written comments within fifteen (15) calendar days.

EXHIBIT A
SCOPE OF SERVICES

3. WORK PLAN

A. The following work plan shall be provided by the Consultant and includes the following phases:

Phase I – Pre-Design

Phase II – Schematic Design

Phase III – Design Development

Phase IV – Construction Documents)

Phase V – Bidding, Negotiations, and Permitting

Phase VI – Construction Administration

B. At the conclusion of each phase, the Consultant shall prepare a report and give to the City. The report shall summarize the key tasks completed and highlighted phases remaining to be completed. The written report and materials shall be in digital format.

B. **PHASE I - PRE-DESIGN**

The Consultant will update the projects conceptual and master plan documents illustrating the refinement and alignment of the advancement of the projects general scope with invested parties.

i. Task A – Civil Engineering: Site Investigations and Analysis

a. The Consultant shall further develop findings from published studies relevant to the existing site conditions above and below ground, utilities coordination, conditions for potential storm water management, and analyze site constraints and opportunities. The Consultant shall collect additional site data, including survey services, as required for topographical and other information.

ii. Task B – Topographic Survey

Consultant shall further dev*elop th*e previous survey efforts on the Project Site, as required for the purpose of permitting.

a. The Consultant shall perform or obtain a boundary and topographic survey delineating the parcel boundary, a description of the parcel surveyed, rights-of-way, visible above ground improvements, visible above ground utilities, and spot elevations.

iii. Task C – Master Plan

The Consultant's master planning service shall be coordinated with this effort. The site development plan shall comply with the City of Bradenton's land development regulations.

a. The Consultant's plan shall incorporate feedback of stakeholders and Applied Sciences previous work into the final plan.

b. Consultant shall provide one revised master plan and pre-design package in .pdf format.

C. **PHASE II - SCHEMATIC DESIGN**

EXHIBIT A
SCOPE OF SERVICES

The Consultant shall create drawings and other documents illustrating the general scope, scale and relationship of project components for approval by the City. Engineering systems shall be described in narrative form and Consultant shall confirm systems are LEED eligible.

i. Task A – Schematic Design

a. The Consultant shall conduct a stakeholder kickoff meeting and production kickoff meeting.

b. During this phase the Consultant shall hold bi-weekly meetings with the City and Construction manager and bi-weekly Consultant meetings.

c. Review and comment on preliminary cost estimates as prepared by the Construction Manager.

d. The Consultant shall provide schematic site studies and create drawing documents to describe the design and ensure plans meet the site and building program and project budget. Designs shall include but not limited to:

1. Site Lighting and Photometrics
2. Stormwater Management plan
3. Initiate FBA-lead architectural design & visioning program
4. Initiate interiors visioning & documentation.
5. Existing utilities evaluation and survey
6. Inclusion of geotechnical report completed by others.

e. Consultant shall complete their quality assurance/quality control review 2 weeks prior to submission.

ii. Task B – Mechanical, Electrical and Plumbing and Structural Engineering

a. Engineering narratives describing design criteria, system analysis and options.

b. Preliminary narratives for operating and maintenance.

c. Specifications in outline form listing sections.

d. Project Schedules

e. Written recommendations for sustainable design features.

iii. Task C – Civil Engineering, Site and Development Submission (as required)

a. Consultant shall assist the City in the preparation of submission of documentation for the site and development review process.

b. Consultant and Consultant's subcontractors shall attend all such meetings until process is complete.

iv. Task D – LEED Administration *(If option and fee is accepted)*

The Consultant will make reason efforts to facilitate and coordinate the LEED certification for the Project, as describe in Section 2.D., subject to scope of services, terms and provisions of this Agreement.

D. **PHASE III - DESIGN DEVELOPMENT**

The Consultant shall prepare design development drawing for the Project, create drawing documents to describe the design and ensure plans meet the building program requirements. The

EXHIBIT A
SCOPE OF SERVICES

Consultant shall describe the engineering systems in narrative form and drawings.

i. The Consultant shall provide the following design development disciplines:

a. Task A – Architectural Design
   1. The Consultant shall assist the Construction Manager in providing detailed estimate of cost at completed of Design Development.

b. Task B – Structural Engineering

c. Task C – Mechanical Engineering

d. Task D – Plumbing Engineering

e. Task E – Electrical Engineering

f. Task F – Interior Design

   The Consultant shall provide interior design services as required for the Project. Appropriate suitable interior finishes and furniture will be incorporated that are durable, comfortable and long lasting. The Consultant shall meet with the City to assess new furniture needs.

g. Task G – Civil Engineering

   The Consultant shall provide full coordinated civil site plans made current to reflect all City review comments.

h. Task H – Landscaping

   The Consultant shall provide landscaping concept plan with required landscape buffers defined as far as opacity and width. Tree mitigation requirements shall be outlined and refined. Planting and irrigation requirements shall be compatible with City landscape requirements.

i. Task I – LEED Administration *(If option and fee is accepted)*

   The Consultant will make reasonable efforts to facilitate and coordinate the LEED certification of the Project, as described by Section 2.D., subject to scope of services, terms and provisions of this Agreement.

ii. The Consultant shall outline specifications at 30% Design Development completion, 50% Design Development completion and first full draft at 100% Design Development.

iii. Consultant shall complete their quality assurance/quality control review 2 weeks prior to 30% submission.

iv. The Consultant shall assist the Construction manager in providing detailed estimate of cost at completion of Design Development

v. Consultant shall provide electronic sets of completed plans and specifications for use by the City in .pdf format.

E. **PHASE IV- CONSTRUCTION DOCUMENT**

i. Consultant shall conduct at least two (2) meetings a month with the City and Consultant to review plans and go over any value engineering that would be vital to the Project.

ii. Consultant shall provide Construction documents that include complete detailed documents

EXHIBIT A
SCOPE OF SERVICES

for all aspects of the Project. Preparations of the Construction Documents shall include review and approvals of the City.

a. Task A – Architectural
   The Consultant shall submit all Construction Documents for the City's review in pdf format suitable for City annotating. Final approved documents for printing shall be made available in pdf format for reproduction by City. Electronic plans and specifications for review purposes must be provided in pdf format.

b. Task B – Structural Engineering

c. Task C – Mechanical Engineering

d. Task D - Plumbing Engineering

e. Task E – Electrical Engineering

f. Task F – Interior Design (100% Design Development)
   Consultant shall provide interior design services as required for the Project. Appropriate sustainable interior finishes and furniture will be incorporated that are durable and long lasting.

g. Task G – Site Lighting
   Consultant shall provide the design and documentation of the site lighting. Also included is the coordination with Florida Power & Light Company (FPL) and City to incorporate the required underground infrastructure. This task includes at least one (1) meeting with FPL and one (1) meeting with the City.

h. Task H – Civil Engineering

   Consultant shall provide:

   1. Existing Conditions Plan documenting all property boundary information, legal description, pre-development hydrology, existing trees, existing public/private utilities and existing grading as taken from City.
   2. New site plan at largest appropriate scale showing proposed building, driveways, walks, parking areas, stormwater system, all utilities and a detailed site development chart.
   3. Site utility plan with utilities detailed showing inverts, pipe sizes and connection details, and defining materials and equipment to be included.
   4. Paving, Grading and Drainage Plan showing proposed new grading and all pavement and storm water details with materials and components defined.
   5. Master Drainage Plan defining all regulatory agency drainage information as required for agency review and permitting within the projects work area.

i. Task I – Landscaping

Consultant shall provide a concept Plan with required landscape buffers defined as far as opacity and width. Planting and irrigation requirements defined and compatible with City landscape requirements.

j. Task J – LEED Administration *(If option and fee is accepted)*

The Consultant will make reasonable efforts to facilitate and coordinate the LEED certification of the Project, as described by Section 2.D., subject to scope of services,

terms and provisions of this Agreement.

F. **PHASE V- BIDDING, NEGOTIATING, AND PERMITTING**

i. Bidding: The Consultant shall provide prompt documents responses to the Construction Manager and City, in narrative or sketch for to bidder's questions. The Consultant shall attend one (1) pre-bid conference and shall assist in bid evaluation and alternative analysis.

ii. Permitting: The Consultant shall prepare permit documents for the Construction Manager's submission to the City of Bradenton Building Department. The Consultant shall provide prompt responses to the plans examiner's comments until permit is granted.

iii. Negotiations with the Construction Manager

a. The Consultant, following the City's approval of the Construction Documents and of the latest detailed estimate of construction costs, shall assist the City, as requested, in reviewing the Construction Manager's final GMP proposal for all construction contemplated by the Construction Documents. In addition, if the Construction manager's proposal is initially rejected by the City, the Consultant shall, if requested by the City, attend any and all meetings between the City and the Construction Manager to discuss the basis of the reject of the proposal and review any revisions made by the Construction Manager in order to obtain the City's approval.

b. In the event the Construction Manager's proposal is accepted by the City, the Consultant shall revise the Construction Documents to include any changes in the work made during the negotiation phase. However, if the design documents are reflective of the City's direction and within the established budget, any additional Value Engineering efforts requested of the Consultant shall be negotiated as an additional serve for the revisions to the design documents package (plans and specifications).

iv. If the Construction Manager's proposed GMP is in excess of the Project budget:

a. The City may instruct the Consultant to modify the drawings as required to meet the approved budget figure; or

b. The City may revise the budget an authorize the Consultant to proceed based upon the Construction Managers estimate.

v. In the event the Construction Manager's proposal is ultimately not accepted by the City, any subsequent bidding assistance shall be negotiated as additional services.

G. **PHASE VI - CONSTRUCTION ADMINISTRATION**

i. Task A – Construction Phase

a. The Consultant shall assist City with permitting such as Florida Department of Environmental Protection (FDEP) erosion control and coordinate with permitting agencies. Coordinate directly with permitting agencies as necessary.

b. The Consultant shall conduct pre-construction meetings. Provide presentation to Construction Manager and subconsultants of practices to be followed during construction.

c. The Consultant shall conduct construction coordination meetings twice monthly throughout the construction period.

EXHIBIT A
SCOPE OF SERVICES

d. The Consultant shall review Construction Manager's payment requisition, change proposals, and change orders, and recommend action.

e. The Consultant shall conduct onsite visits to observe progress of construction and conformance to Construction Drawings.

f. The Consultant shall provide responses and clarification of field requestion for information within seven (7) days of written receipt.

g. The Consultant shall process shop drawings and submittals within seven (7) calendar days of receipt unless the submittal involved multiple disciplines, in which event the maximum time for review shall be fourteen (14) calendar days. Construction Manager will provide a submittal schedule to the Consultant for review and planning purposes.

h. The Consultant shall assist in coordinating inspection services.

i. The Consultant shall monitor construction project schedules.

j. The Consultant shall visit the site at intervals of no less than twice a month and appropriate to the stage of construction to become familiar with the progress and quality of work completed and to determine if the work is being perform in a manner indicating that the work is in accordance with the Construction Documents (as defined in the Construction manager contract). However, the Consultant shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work (as defined in the Construction Manager contract). On the basis of on-site observations, the Consultant shall notify the City of any observed defects and deficiencies in the work. The Consultant shall generate and distribute a field report documenting observations from the above referenced site visits.

k. The Consultant shall perform a substantial completion inspection and work with the Construction Manager and City to generate a conformed punch-list.

l. Upon completion of the punch-list, the Consultant shall perform a final walk-thru to confirm that all punch-list items have been addressed by the Construction Manager.

m. The Consultant shall not have control over or charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work. The Consultant shall not be responsible for the Construction Manager's schedules or failure to carry out the work in accordance with the Contract Documents. The Consultant shall not have control over acts or omissions of the Construction manager, subconsultants, or their agents or employees, or of any other persons performing portions of the work not hired by the Consultant.

n. The Consultant shall notify the City, in writing, of any delays beyond the Consultant's control, including delays associated with the Construction Manager, beyond the time frames identified in the Agreement.

ii. Task B - Post Construction Services

a. The Consultant shall assist with the closeout obligations required of the Construction Manager. The Consultant shall provide a one-year warranty inspection.

b. Consultant shall provide project closeout service to include walk through services at the end of the 12-month period following build out of Project.

EXHIBIT A
SCOPE OF SERVICES

c. Consultant shall provide AutoCAD files to City for archiving. AutoCAD files will include record documents that incorporate the revisions that occurred during the construction phase as well as the incorporation of the CM-provided as-build drawing information.

EXHIBIT B
PROJECT SCHEDULE

LECOM PARK	
Description of Phase	**Duration to completion** (Calendar Days)
Phase I - Pre-Design	30
Phase II - Schematic Design	60
Phase III - Design Development	60
Phase IV- Construction Documents	60
Phase V - Bid Negotiations and Permitting	90*
Phase VI - Construction Administration	365*

Time frame allowed for each phase includes time for City review of Consultants deliverables.

*Construction Administration duration may be reasonably adjusted based on the actual construction time upon City award of CMAR's Construction Phase services (under separate contract).

EXHIBIT A

EXHIBIT C
FEE SCHEDULE

Professional Fees. Architect's professional fee for these services will be based on the time involved and the degree of responsibility and skills required.

LECOM PARK	
Professional Services	**Fixed Fee**
Phase I - Pre-Design	$57,968.50
Phase II - Schematic Design	$288,358.25
Phase III - Design Development	$317,342.50
Phase IV- Construction Documents	$260,858.25
Phase V - Bid Negotiations and Permitting	$57,968.50
Phase VI - Construction Administration	$231,874.00
Fixed Fee Subtotal	**$1,124,370.00**
Contingency (Not to Exceed Amount)	$10,000.00
TOTAL NOT TO EXCEED AMOUNT	**$1,224,370.00**

The below hourly rates shall be for any additional-as needed services for the work above the needs of the scope.

Standard Billing Rates	
Principal	$260.00
Senior Project Manager	$200.00
Senior Project Designer	$160.00
Senior Interior Designer	$160.00
Interior Designer	$120.00
Project Manager	$170.00
Architect Level 3	$160.00
Architect Level 2	$150.00
Architect Level 1	$140.00
Project Designer	$130.00

EXHIBIT A

EXHIBIT C
FEE SCHEDULE

Architectural Staff Level 3	$150.00
Architectural Staff Level 2	$140.00
Architectural Staff Level 1	$110.00
Senior BIM Technician	$120.00
BIM Technician	$100.00
Graduate Architect	$110.00
Architectural Intern 2	$90.00
Architectural Inter 1	$80.00
Administration Staff	$60.00

"ATTACHMENT 1"

CITY PARK MASTER PLAN SCHEDULE

2025 | 2026 | 2027 | 2028

JUN JUL AUG SEP OCT NOV DEC JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC

CD DUE
10.30.2025

PHASE 1 PERMITTING - BIDDING - NEGOTIATION

PHASE 1 CONSTRUCTION

PHASE 2 PERMITTING

PHASE 2 CONSTRUCTION

PHASE 3 PERMITTING

PHASE 1 TEMP PARKING IN SERVICE DURING RM SESSION

PHASE 3 CONSTRUCTION

PHASE 1 PERMIT SUBMISSION DEADLINE FOR SPING TRAINING 2027

PHASE 1 MUST PERMIT TO BE ISSUED FOR SPING TRAINING 2027

PHASE 1 MUST BE COMPLETE FOR SPRING TRAINING 2027

PHASE 3 CANNOT BEGIN UNTIL PARKING NO LONGER NEEDED

PHASE 4 CANNOT BEGIN UNITL FLEET SERVICES IS VACATED

PHASE 4 PERMITTING

PHASE 4 CONSTRUCTION

No Construction During Spring Training

No Construction During Spring Training

No Construction During Spring Training

DRAFT SCHEDULE - SUBJECT TO CHANGE

DRAFT SCHEDULE - SUBJECT TO CHANGE

2025 | 2026 | 2027 | 2028

"ATTACHMENT 2"

Engineering Matrix, Inc.

October 23, 2025

Proposal No. 6369.1025

Via email to hkellner@fawleybryant.com

Mr. Henry Kellner
Fawley Bryant Architecture
5391 Lakewood Ranch Boulevard, Suite 300
Sarasota, Florida 34240

RE: **CITY OF BRADENTON – CITY PARK (LECOM), ADDITIONAL ENGINEERING SERVICES**

Dear **Henry:**

Engineering Matrix, Inc. (Matrix) submits the following scope and fee proposal for your consideration.

BACKGROUND AND ADDITIONAL SERVICES – SCOPE OF WORK

Currently, our Team is under contract for the above-referenced project. The Owner has increased the scope of work for additional renovation efforts. **Matrix** would provide additional, professional engineering services, based on the following scope of work:

1. GENERAL FOR ADDITIONAL SERVICES – PROJECT PHASING / SUBMITTAL PACKAGE BREAKOUT

- ❒ Project setup of drawings and specifications requirements.
- ❒ Design/Drafting.
- ❒ Site plan scope breakout and phasing.
- ❒ Construction administration efforts would be provided along with the Base Contract efforts reflecting the revised construction schedule.

2. FIELD 4 AND MIRACLE FIELD – ELECTRICAL WORK

- ❒ Electrical design to support Musco Field Lighting.
- ❒ Electrical design for miscellaneous field support (i.e., .scoreboard, dugouts, etc.).
- ❒ Lighting design for site and pedestrian walkways.

3. SPLASH PAD M/E/P INFRASTRUCTURE

- ❒ Actual splash pad design by Others (i.e., Specialty Pool Consultant).
- ❒ Electrical infrastructure for equipment.
- ❒ Plumbing infrastructure / hookups for equipment.

4. PARKING LOT LIGHTING

- ❒ Parking lot lighting design.

CELEBRATING 39+ YEARS OF EXCELLENCE

2860 Scherer Drive
St. Petersburg
Florida
33716

(727) 573-4656
Fax (727) 573-3902

www.engmtx.com

email@engmtx.com

"ATTACHMENT 2"

SERVICES NOT INCLUDED BUT AVAILABLE AS ADDITIONAL SERVICES

- Front-End Documents.
- As-Built Documents.
- Advertisement.
- Reproduction/Distribution of Bid Documents.
- Distribution of Addenda.
- Attendance at Bid Opening.
- Detailed Cost Estimating.
- Value Engineering (redesign after issuance of bid documents).
- Construction site visits, beyond those listed above.

PROPOSED FEES

Matrix would complete the above-outlined, scope of work for the lump sum fees as listed below.

ADDITIONAL SERVICES FEES

1. ~~General – Project Phasing / Submittal Package Breakout ..... $11,452~~ ADDENUDUM #1
2. Field 4 and Miracle Field – Electrical Work ..... $15,000 PHASE 3 AND 4
3. Splash Pad M/E/P Infrastructure ..... $25,000 FUTURE WORK
4. Parking Lot Lighting $5,000

ADDITIONAL M/E/P FEES $56,452

Matrix would bill consistent with the base contract. All invoices would be due within 10 days of Architect's receipt of Owner payment, based on timely billing.

Please review this proposal. Based on your concurrence, sign and return a copy for our files as our notice to proceed. If you should have any questions or require additional information, please feel free to contact our office.

Sincerely,

Engineering Matrix, Inc.

Dennis M. Krause, P.E.
Systems Engineer

Cc: Mktg File

Accepted by: _____ Date: _____

Title: _____

Docusign Envelope ID: 2DF6BF6C-C8F6-4C5B-AD53-C1B066DEE082

"ATTACHMENT 3"

AMENDMENT NUMBER 2 TO THE AGREEMENT BETWEEN FAWLEY BRYANT AND KIMLEY-HORN AND ASSOCIATES, INC.

AMENDMENT NUMBER 2 DATED March 27, 2026, to the AIA C401 agreement between Fawley Bryant, ("Client") and Kimley-Horn and Associates, Inc., ("Consultant" or "Kimley-Horn") fully executed June 30, 2025 ("the Agreement") concerning LECOM Park / City Park Playing Field Design.

The Consultant has entered into the Agreement with Client for the furnishing of professional services, and the parties now desire to amend the Agreement.

Therefore, it is mutually agreed that the Agreement is amended to include Additional Services to be performed by consultant and provisions for additional compensation by the Client to the Consultant, all as set forth in Exhibit 2 hereto. The parties ratify the terms and conditions of the Agreement not inconsistent with this Amendment, all of which are incorporated by reference.

CLIENT:	**CONSULTANT:**
FAWLEY BRYANT ARCHITECTS	**KIMLEY-HORN AND ASSOCIATES, INC.**
By: _____	By: Signed by: Zach Myers 6F59AE606CA5401... Zach Myers
Title: _____	Title: Associate
Date: _____	Date: March 27, 2026

Docusign Envelope ID: 2DF6BF6C-C8F6-4C5B-AD53-C1B066DEE082

"ATTACHMENT 3"

ADDITIONAL SERVICES

Amendment Understanding

Kimley-Horn understands the additional scope of the playing field work to consist of the following:

- Phase II Playing Field:
    - redesign of Turtle Storage area, field access;
    - extension of duration of design for Phase II; and
    - extension of duration of construction administration for Phase II.

The playing field site will be located within the LECOM Park Player Development Facility, in Bradenton, Florida. The attached site plan will serve as basis for this Amendment. Permitting will be by others, is not included in the playing fields scope, and drawings will be provided to the Client as outlined below for permit submission. Roof structures, walls, and vertical elements adjacent to the playing field and training facilities are not included in this design scope. Playing field lighting, design of spectator seating, scoreboards, and other amenities not outlined in this proposal are excluded from the playing field design services. The additional Phase II playing field design scope is to include the following tasks:

- Task 100 – Schematic Design
- Task 110 – Design Development
- Task 120 – Construction Documents
- Task 200 – Bid Negotiations
- Task 300 – Limited Construction Phase Services

SCHEDULE

Kimley-Horn will provide our services as expeditiously as practicable to meet a mutually agreed upon schedule.

FEE AND BILLING

Kimley-Horn will perform the services for the total lump sum labor fee below. Individual task amounts are informational only. Lump sum fees will be invoiced monthly based upon the overall percentage of services performed in accordance with the Agreement. Direct reimbursable expenses will be billed in accordance with the Agreement.

Docusign Envelope ID: 2DF6BF6C-C8F6-4C5B-AD53-C1B066DEE082

"ATTACHMENT 3"

Playing Field Additional Design Services for Phase II playing field:

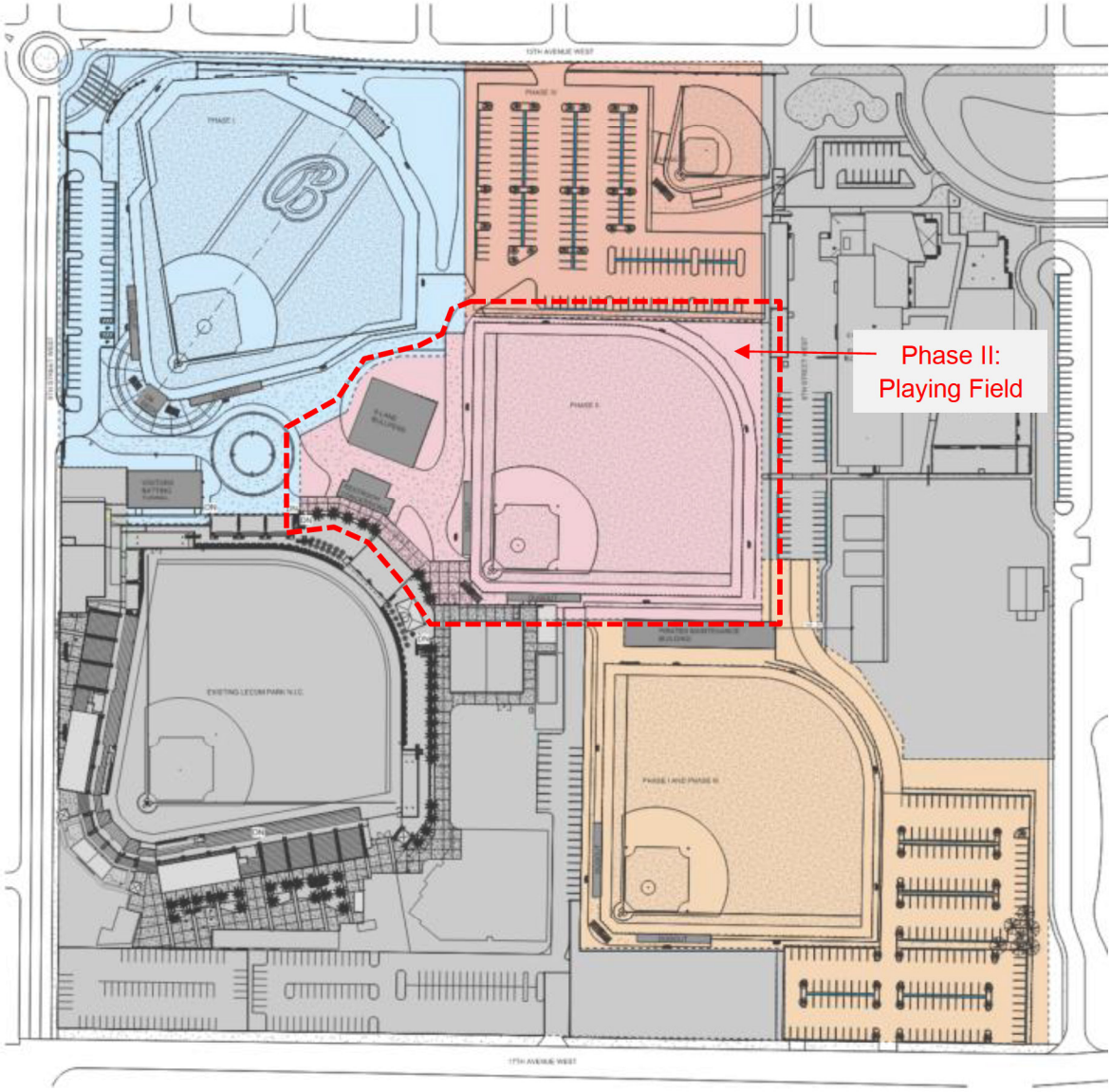
Task	Phase	Fee	Fee Type
Task 101	Schematic Design	$ 9,000.00	(Lump Sum)
Task 111	Design Development	$ 9,700.00	(Lump Sum)
Task 121	Construction Documents	$ 8,300.00	(Lump Sum)
Task 201	Bid Negotiations and Permitting	$ 3,400.00	(Lump Sum)
Task 301	Construction Administration	$ 7,600.00	(Lump Sum)
	Total Fee	**$ 38,000.00**	

Docusign Envelope ID: 2DF6BF6C-C8F6-4C5B-AD53-C1B066DEE082

"ATTACHMENT 3"

Design Scope Exhibit

LECOM Park / City Park Player Development Facility – 1611 9th St. W. Bradenton, FL 34205



"ATTACHMENT 3"

docusign

Certificate Of Completion

Envelope Id: 2DF6BF6C-C8F6-4C5B-AD53-C1B066DEE082
Status: Completed
Subject: Complete with Docusign: 2026-03-27_Amendment #2_Phase2.pdf
Source Envelope:
Document Pages: 4
Signatures: 1
Certificate Pages: 1
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-05:00) Eastern Time (US & Canada)

Envelope Originator:
Debra Lake
421 Fayetteville St
Suite 600
Raleigh, NC 27601
Debra.Lake@kimley-horn.com
IP Address: 208.127.231.171

Record Tracking

Status: Original
3/27/2026 5:04:54 PM
Holder: Debra Lake
Debra.Lake@kimley-horn.com
Location: DocuSign

Signer Events	Signature	Timestamp
Zach Myers Zach.Myers@kimley-horn.com Associate Security Level: Email, Account Authentication (None)	Signed by:  6F59AE606CA5401... Signature Adoption: Pre-selected Style Using IP Address: 108.75.82.92	Sent: 3/27/2026 5:06:13 PM Viewed: 3/27/2026 5:06:33 PM Signed: 3/27/2026 5:07:03 PM

Electronic Record and Signature Disclosure:
Not Offered via Docusign

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	3/27/2026 5:06:13 PM
Certified Delivered	Security Checked	3/27/2026 5:06:33 PM
Signing Complete	Security Checked	3/27/2026 5:07:03 PM
Completed	Security Checked	3/27/2026 5:07:03 PM

Payment Events	Status	Timestamps

"ATTACHMENT 4"

ZNS|ENGINEERING
Land Planning Engineering Surveying Landscape Architecture

March 3, 2026

Mr. Nick Ryder
Fawley Bryant Architecture
5391 Lakewood Ranch Blvd. N., #300
Sarasota, FL 34240

RE: LECOM City Park – Additional Services and Contract Clarification
City of Bradenton, Florida

Dear Nick:

ZNS Engineering, L.C. is pleased to provide you with our professional services contract clarification for the LECOM City Park – Phase 1 project. The purpose of this document is to establish professional services and fees and to create contractual rights between ZNS Engineering, LC (Client) and ZNS Engineering, L.C. (ZNS).

TASK 1: CONTRACT SCOPE/FEE CLARIFICATION ($0.00)

ZNS was asked to prepare a proposal for professional services necessary for Phase 2 of the LECOM City Park project. It was determined that some of the phase 2 project improvements were covered under the Phase 1 existing contract. ZNS analyzed the portion of the scope/fee that was no longer applicable to the contract and determined that a $30,000 credit to the Phase 1 existing contract is warranted. However, ZNS was also asked to prepare a change order for assistance with the City of Bradenton Form Based Code adjustments and the design revisions necessary to accommodate site plan changes made after the initial construction plan design was complete. These changes include revised parking lot location/orientation, revised entry feature, revised access drives, etc. The fee associated with this scope is determined to be $30,000.

Therefore, the Phase 1 contract credit of $30,000 and the additional work performed ($30,000) offsets and requires no fee adjustment to the contract.

TASK 2: ENGINEERING DESIGN AND PERMITTING ($20,000.00)

ZNS designed a concrete stormwater vault under the parking lot and obtained a SWFWMD permit with consideration of the vault. Once the permit was obtained, the front entrance to City Park was revised which allowed for a costly vault to be removed and replaced with an open dry retention pond. The savings associated with re-design/re-permitting far outweighs the construction cost associated with the vault.

A. Southwest Florida Water Management District (SWFWMD)

1. Prepare and submit all necessary plans, calculations and applications to support an Environmental Resource Permit (ERP) permit minor modification. Documents submitted will show that the stormwater design meets all current regulation outlined by FAC 40D-400.443 and Part IV Ch 373, Florida Statutes

2. Design Calculations will be required to demonstrate that the project will stand on its own in meeting both water quality and quantity standards.
3. Respond to all Requests For Information (RFI's)

Should the above proposal meet with your approval, please forward one executed copy to our office. This proposal becomes null and void if not executed within a period of Thirty (30) days. As always, we thank you for your business!

Respectfully submitted,
ZNS Engineering, L.C.



Nathan Kragt, P.E.
Senior Vice President

Accepted by:
Fawley Bryant Architecture

_____
Signature

_____
Printed Name/Title Date

ZNS ENGINEERING
Land Planning Engineering Surveying Landscape Architecture

December 29, 2025

Mr. Nick Ryder
Fawley Bryant Architecture
5391 Lakewood Ranch Blvd. N., #300
Sarasota, FL 34240

RE: LECOM City Park – Phase 2
Professional Services Proposal
City of Bradenton, Florida

Dear Nick:

ZNS Engineering, L.C. is pleased to provide you with our professional services contract for the LECOM City Park – Phase 2 project. The purpose of this document is to establish professional services and fees and to create contractual rights between ZNS Engineering, LC (Client) and ZNS Engineering, L.C. (ZNS). Services rendered under this agreement shall be lump sum unless noted otherwise. The following is a breakdown of those Services and Fees:

TASK 1: SURVEY SERVICES (HOURLY, NOT TO EXCEED)

A. This task includes any additionally required surveying services necessary to complete the design and permitting of Phase 2. This includes but is not limited to additionally required topography, sketches and descriptions, boundary surveys, etc. This task will only be billed if specifically requested/required and will be billed at the hourly rates enclosed.

TASK 2: ENGINEERING DESIGN AND PERMITTING

A. City of Bradenton Planning & Zoning and Public Works

1. Design and permitting will be limited to the Phase 2 improvements. Phase 2 improvements include a restroom/concession building, bullpens, the relocation of the existing baseball field (field #2) and the corresponding infrastructure to serve them. It also includes the removal of the existing stormwater pond (center field pond) and rerouting of the stormwater infrastructure to a new/revised master stormwater pond in the southeastern extent of the City owned property. We understand that future phases and/or future projects (PAL/Housing Authority/School/City Park Phases 3&4) will be designed and permitted separately.
2. Prepare all necessary calculations and reports to support the design of all Utilities, Stormwater Management Systems, Paving and Grading to serve the project area.
3. This task does not include offsite roadway or turn lane improvements since they are not anticipated as part of this project.
4. Stormwater scope includes removal of the existing "LECOM center field" pond and a new/revised master stormwater pond to accommodate PAL/Housing Authority/School/Future City Park Phases 3&4. The master stormwater pond will be designed assuming estimated impervious/open space percentages of future

projects/phases. Those future projects/phases will be required to show consistency with the permitted design at the time of their applicable SIP and ERP modification. The design and permitting of the new/revised master stormwater pond will allow the pond to be excavated and made available for stormwater connection. The master pond will be slightly oversized (approx. 0.3ac) to offset the future impact/filling of the existing School/PAL stormwater pond to the north to accommodate their desired driveway. It is assumed that an equalizer pipe from the new/revised master pond to the existing School/PAL stormwater pond to the north will be required as part of Phase 2 improvements or potentially as part of the future PAL project.

5. We will coordinate with the baseball field turf design team to provide field underdrain/drainage connections.
6. Prepare and submit plans, calculations and applications for City of Bradenton Site Improvement Plan Approval.
7. Respond to all City Requests For Information (RFI's).

B. Southwest Florida Water Management District (SWFWMD)

1. Prepare and submit all necessary plans, calculations and applications to support an Environmental Resource Permit (ERP) permit modification. We understand that this application will be considered a modification of the conceptual permit currently under review. Documents submitted will show that the stormwater design meets all current regulation outlined by FAC 40D-400.443 and Part IV Ch 373, Florida Statutes
2. Design Calculations will be required to demonstrate that the project will stand on its own in meeting both water quality and quantity standards.
3. Respond to all Requests For Information (RFI's)

C. FDEP Wastewater and Water Permits.

1. We will prepare and submit all necessary plans, calculations and applications to obtain permits, if necessary.
2. We will respond to all Requests For Information (RFI's).

TASK 3: LANDSCAPE ARCHITECTURE - CODE MINIMUM LANDSCAPE PLAN

A. Prepare and submit with the SIP plans, City Code minimum Tree Removal and Planting Plans. We will address code minimum irrigation requirements (identify source) according to City of Bradenton standards. Detailed irrigation plans to include zoning, controllers, line sizing, sprinkler locations, etc. are not included. These design services shall be provided by others or by design/build irrigation contractor.

B. Respond to all Requests For Information (RFI's).

TASK 4: CONSTRUCTION ENGINEERING SERVICES AND PROJECT CERTIFICATION

A. Shop Drawing Review – The Engineer shall review three (3) sets of shop drawings (water, sewer, and storm) supplied by the Contractor for conformance with the engineering design concept of the project and information given in the contract documents.

B. Limited Construction Observation – The Engineer or Engineers Representative shall be available at intervals appropriate to complete agency certifications for on-site, water, sewer, stormwater and

zoning compliance. Note that additional inspections other than monthly and pay application verifications while under construction requested by the Client shall be charged hourly.

C. "As Built" Drawings – The Engineer shall review "as-built" drawings to be provided to the Engineer by the contractor. The "as-built" drawings must be signed and sealed by a Professional Land Surveyor registered in the State of Florida. The as-built drawings shall be submitted to the Client and to the applicable municipal/regulatory agencies. Any revisions or responses required by the Engineer of Record, unless ZNS is producing the as-built drawings, will be charged on a time and material basis.

D. Final Certifications – Upon the project being completed in substantial accordance with the agency approved construction plans, The Engineer and Landscape Architect shall provide final certifications to the City, Water management District, FDEP (water and sewer) and other applicable governmental agencies for acceptance of the site work only.

Note: Fees outlined below are for a 8-month construction period. Any Construction Engineering Services performed beyond 8 months will be charged on a Time and Materials basis. This timeline assumes that there will be an overlap of Phase 1 construction and therefore more efficient than a stand alone construction phase.

PROFESSIONAL FEES

TASK 1: SURVEY SERVICES (HOURLY, NOT TO EXCEED)	$ 10,000.00
TASK 2: ENGINEERING DESIGN AND PERMITTING	$ 190,000.00
TASK 3: LANDSCAPE ARCHITECTURE – CODE MINIMUM	$ 20,000.00
TASK 4: CONSTRUCTION ENGINEERING SERVICES/PROJECT CERT	$ 28,000.00
TOTAL	$ 248,000.00

Should the above proposal meet with your approval, please forward one executed copy to our office. This proposal becomes null and void if not executed within a period of Thirty (30) days. As always, we thank you for your business!

Respectfully submitted,
ZNS Engineering, L.C.

Nathan Kragt, P.E.
Senior Vice President

Accepted by:
Fawley Bryant Architecture

_____
Signature

_____
Printed Name/Title Date

GENERAL CONDITIONS

Consulting and representation services to prepare the documents as outlined above are included in the base contract; however, survey re-stakes, revisions to plans after the initial submittals or reports per the clients request, permit deviation responses, special services, if required, for meetings, hearings, agreements, administrative services and/or coordination services requested by the Client, governmental agencies and/or project attorney will be provided based on a time and materials basis per ZNS rate schedule. **ZNS does not provide legal services or legal advice. Please be advised that no client-attorney relationship exists.**

Invoices submitted monthly are due upon presentation and shall be considered PAST DUE if not paid within thirty (30) calendar days of the invoice date. The Client shall have fifteen (15) days to review and advise of any questions concerning each bill upon rendering of same, after which the bill shall be deemed approved and accepted.

In addition to all fees described herein, all invoices will be subject to a sales tax, if applicable by law.

The fees for all services which have not been completed within months of the date of this proposal will be subject to a cost of living increase.

All costs and fees as billed shall constitute a lien against the subject property, pursuant to Chapter 713, Florida Statutes (1988).

In accepting and utilizing any drawings or other data on any form of electronic media generated and provided by ZNS, the Client covenants and agrees that all such drawings and data are instruments of service of ZNS, who shall be deemed the author of the drawings and data, and shall retain all common law, statutory law and other rights, including copyrights.

The Client and ZNS agree that any CADD files prepared by either party shall conform to AutoCAD 2022 DWG format. The electronic files submitted by ZNS to the Client are submitted for an acceptance period of 10 days. Any defects the Client discovers during this period will be reported to ZNS and will be corrected as part of the basic Scope of Services.

The client further agrees not to use these drawings and data, in whole or in part, for any purpose or project other than the project which is the subject of this Agreement. The Client agrees to waive all claims against ZNS resulting in any way from any unauthorized changes or reuse of the drawings and data for any other project by anyone other than ZNS.

The client further agrees, to the fullest extent permitted by law, to indemnify and hold ZNS harmless from any damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising from any changes made by anyone other than ZNS or from any reuse of the drawings and data without the prior written consent of ZNS.

In addition, the Client agrees that any work related to assisting the client in the bid process is not guaranteed to be free of error therefore it's the client's responsibility to review with contractors all bid docs in order to verify they are accurate. Furthermore, the client agrees to the fullest extent permitted by law, to indemnify and hold ZNS harmless from any damage, liability or cost, including reasonable attorneys' fees and costs of defense, arising from any inaccuracies or wording from any bid documents including but not limited to Contract Docs, Specifications, Schedules of Values etc.

Under no circumstances shall transfer of the drawings and other instruments of service on electronic media for use by the Client be deemed a sale by ZNS. ZNS makes no warranties, either expressed or implied, of merchantability and fitness for any particular purpose.

In the event legal action is necessary to enforce the payment provisions of this agreement, the engineer shall be entitled to collect from the client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the engineer in connection therewith and, in addition, the reasonable value of the engineer's time and expenses spent in connection with such collection action, computed at the engineer's prevailing fee schedule and expense policies.

If the client fails to make payments when due or otherwise is in breach of this agreement, the engineer may suspend performance of services upon five (5) calendar days' notice to the client. The engineer shall have no liability whatsoever to the client for any costs or damages as a result of such suspension caused by any breach of this agreement by the client.

Should work under this agreement be suspended by the client for any reason, including breach of agreement, the client agrees to compensate ZNS for services performed to date on a time and material basis, utilizing ZNS then current rates. If the client fails to make payment to the engineer in accordance with the payment terms herein, this shall constitute a material breach of this agreement and shall be cause for termination by the engineer.

RATE SCHEDULE
(effective 3/01/2022)

Principal or Senior Project Manager	$305.00 per hour
Professional Engineer	$250.00 per hour
Professional Land Surveyor or Land Planner	$240.00 per hour
Professional Landscape Architect/Environmentalist	$240.00 per hour
Professional Landscape Architect with GPS Equipment	$245.00 per hour
Graduate Engineer or Senior Designer	$225.00 per hour
Technician, Designer or Field Representative	$195.0 per hour
Technician with GPS or Robotic Equipment	$200.00 per hour
Inspector (EOR Led Inspections)	$225.00 per hour
Drafter 1	$195.00 per hour
Drafter 2	$185.00 per hour
Drafter 3	$170.00 per hour
Drafter 4	$160.00 per hour
Drafter 5	$150.00 per hour
Drafter 6	$140.00 per hour
Survey Crew (Four Man Crew)	$195.00 per hour
Survey Crew (Four Man Crew) with GPS or Robotic Equipment	$205.00 per hour
Survey Crew (Three Man Crew)	$170.00 per hour
Survey Crew (Three Man Crew) with GPS or Robotic Equipment	$185.00 per hour
Survey Crew (Two Man Crew)	$155.00 per hour
Survey Crew (Two Man Crew) with GPS or Robotic Equipment	$165.00 per hour
Survey Crew (One Man Crew) with GPS or Robotic Equipment	$145.00 per hour
Administrative Assistant	$ 85.00 per hour
Aide (Technical Secretary)	$ 50.00 per hour

Plans, specifications, application reproduction required for submittals to governmental agencies as well as any survey monuments furnished by ZNS, as requested by the Client, will be charged as follows:

Plans, including submittals	$ 2.00 each
Color Rendering Prints (24" x 36"):	
Glossy	$ 30.00 each
Medium Grade	$ 25.00 each
Color Prints (11" x 17"):	
Glossy	$ 5.00 each
Medium Grade	$ 2.00 each
Color Prints (8½" x 11"):	
Glossy	$ 2.00 each
Medium Grade	$ 1.00 each
Mylars	$ 20.00 each
Photocopies (Specifications, etc.)	$ .25 each
Iron Pipe or Rebar (¾" x 24")	$ 3.00 each
Surveyor's Certified Concrete Monument	$ 25.00 each

Out of County travel, long distance telephone calls, facsimile transmittals, special mailings (next day delivery), governmental maps, deeds, reductions, etc., and other out-of-pocket project expenses, will be billed at actual expense incurred. Submittal fees required by governmental agencies are the responsibility of the client, at the time of submittal.

Invoices will be sent monthly. Payment is due immediately upon receipt of invoice, however, there is an allowance for a 15-day grace period for the payment to be received, without adding interest or other penalties. If payment is received after the 15-day grace period, the amount due shall increase to reflect an additional one and one-half percent (1.5%) per month interest plus any attorney's fees required for collection whether action be brought or not.

This rate schedule is subject to change.

bennett & pless
60 YEARS OF STRUCTURAL EXPERTISE

SERVICE AUTHORIZATION FORM

Date: 03/17/2026	Project Number: 25.03.194AS2
Project Name: LECOM City Park	
Company Address: Fawley Bryant Architects	
5391 Lakewood Ranch Blvd. N. Suite #300	
Sarasota, FL	
Attention: Henry Kellner	

It is our understanding that Bennett & Pless, Inc. (B&P) has been requested to provide the following professional services:

The project consists of engineering analysis, design, and Revit modeling for the restroom building modifications.

For such work, Bennett & Pless, Inc. (B&P) shall **bill a lump sum of $6500**

Any modifications, revisions, construction administration, or responses to Building Official comments shall be billed as an add service at a negotiated fee. The fees include an electronic transmission of the documents. Reimbursable expenses (long distance phone calls, faxes, deliveries, travel, permit drawings, etc.) shall be invoiced at 1.15x cost.

The terms and conditions of this proposal shall be per the attached General Conditions, as applicable to this proposal. Please countersign or have this form countersigned by the appropriate person if the information contained herein is consistent with your understanding. This signature shall constitute an acknowledgement of an authorization to proceed to have this work performed. If work under this Service Authorization proceeds due to verbal authorization listed below and you do not agree with the information herein, you must notify us within two (2) working days of such disagreement.

Bennett & Pless, Inc.	Accepted and Authorized:
Signature *Thomas Wilda*	Signature
Thomas C. Wilda	
Printed Name	Printed Name
Date: 3/17/26	Date:
To: TW	On: 3/17/26

BENNETT & PLESS, INC.
APPENDIX – TERMS AND CONDITIONS FOR PROFESSIONAL ENGINEERING SERVICES

A. STANDARD OF CARE. The Standard of Care for all services performed or furnished by the Consultant under this Agreement shall be the professional skill and care ordinarily provided by a competent design professional practicing under the same or similar circumstances and professional licenses as expeditiously as is prudent considering the ordinary professional skill and care of a competent design professional. When used in conjunction with the providing of services pursuant to this Agreement, terms such as “certify,” “warrant,” “confirm,” “verify,” “make sure,” “insure,” “ensure,” “assure,” or the like do not constitute a guarantee, but rather a representation based on professional opinion or judgment consistent with the Standard of Care.

B. PAYMENT DUE. Invoices shall be submitted by the Consultant monthly based on the percentage of work complete and are due upon presentation and shall be considered past due if not paid within (30) calendar days of the due date. No retainage may be withheld from amounts owed to the Consultant unless agreed to in writing in advance.

C. INTEREST. If payment in full is not received by the Consultant within (30) calendar days of the due date, invoices shall bear interest at one-and-one-half (1.5) percent (or the maximum rate allowable by law, whichever is less) of the PAST DUE amount per month, which shall be calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

D. EXPENSES. Expenses (if excluded from the base project fee) will be charged at cost plus a 15% administrative fee. In addition, indirect expenses for information technology costs including design and other software, plotter usage, and specialty hardware, will be charged at 5% of the project fee.

E. SUSPENSION OF SERVICES. If the Client fails to make payments when due or otherwise is in breach of this Agreement, the Consultant may suspend performance of services upon ten (10) calendar days' notice to the Client. The Consultant shall have no liability whatsoever to the Client for any costs or damages as a result of such suspension caused by any breach of this Agreement by the Client. Upon payment in full by the Client, the Consultant shall resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for the Consultant to resume performance. The Consultant may terminate this Agreement if payment is not made as noted herein within thirty (30) days of being due and seek all costs due and owing, including, but not limited to, fees, expenses, and attorney’s fees from the Client.

F. TERMINATION OF SERVICES. If the Client fails to make payment to the Consultant in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by the Consultant. Consultant reserves the right to discontinue services without penalty and withdraw all plans, drawings, and contract documents from the applicable governing authority. In the event of any termination that is not the sole fault of the Consultant, the Client shall pay the Consultant, in addition to payment for services rendered and reimbursable costs incurred, for all expenses reasonably incurred by the Consultant in connection with the orderly termination of this Agreement, including but not limited to demobilization, reassignment of personnel, associated overhead costs and all other expenses directly resulting from the termination.

G. VALUE ENGINEERING. The Consultant shall be compensated for services necessary to incorporate recommended value engineering changes into reports, drawings, specifications, bidding or other documents. The Consultant shall be compensated as additional service for all time spent to prepare for, review and respond to any VE recommendations. The Consultant's time for performance of its services shall be equitably adjusted. If the Consultant objects to any recommendations made by the VE, it shall so state in writing to the Client, along with the reasons for objecting. If the Client, in spite of the Consultant's objections, requires the incorporation of changes in any construction documents, the Client agrees, to the fullest extent permitted by law, to waive all claims against the Consultant and to indemnify and hold harmless the Consultant from any damages, liabilities, claims, demands, actions, lawsuits, expenses, or costs, including reasonable attorneys' fees and costs of defense, which arise in connection with or as a result of the incorporation of such design changes required by the Client. The Consultant has the right to reject the request for VE that violates the code or compromises public safety.

H. MEDIATION. In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Consultant agree that all disputes between them arising out of or relating to any agreement between the Parties or the Project shall be submitted to nonbinding mediation in the city where the Project is managed by the Consultant.

The Client and the Consultant further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers and fabricators, thereby providing for mediation as the primary method for dispute resolution among the parties to all those agreements.

I. ELECTRONIC FILES. In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by the Consultant, the Client agrees that all such electronic files are instruments of service of the Consultant, who shall be deemed the author, and shall retain all common law, statutory law and other rights, without limitation, including copyrights.

The Client agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the Project. The Client agrees not to transfer these electronic files to others without the prior written consent of the Consultant. The Client further agrees that Consultant shall have no responsibility or liability to Client or others for any changes made by anyone other than the Consultant or for any reuse of the electronic files without the prior written consent of the Consultant.

The Client is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the Consultant and electronic files, the signed or sealed hard-copy construction documents shall govern.

In addition, the Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees and subconsultants (collectively, Consultant) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than the Consultant or from any use or reuse of the electronic files without the prior written consent of the Consultant.

Under no circumstances shall delivery of electronic files for use by the Client be deemed a sale by the Consultant, and the Consultant makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the Consultant be liable for special, indirect, punitive, loss of business, loss of business reputation, lost profit, lost investment, costs or expenses of dispute resolution, attorneys' fees, or consequential damages as a result of the Client's unauthorized use or reuse of the Consultant's work in any form.

J. OWNERSHIP OF INSTRUMENTS OF SERVICE. The Consultant shall retain ownership of all reports, drawings, plans, specifications, electronic files, field data, notes and other documents and instruments prepared, as well as any modifications, changes, or improvements, by the Consultant as instruments of service. The Consultant shall retain all common law, statutory and other reserved rights, including, without limitation, all copyrights thereto. Client represents that the work performed will be used exclusively by Client and solely for Client's benefit. There shall be no third-party beneficiaries to this Agreement. No other person or entity shall rely upon or use the work performed hereunder without the express written consent of the Consultant.

K. LIMITATION OF LIABILITY. To the maximum extent permitted by law, the Client agrees to limit the Consultant's liability for any of Client's damages, whether in tort or contract, to the sum of the Consultant's fee which shall be the complete, and exclusive remedy of the Client. This limitation shall apply regardless of the cause of action or legal theory pled or asserted. Under no circumstances shall the Consultant be liable for special, indirect, punitive, loss of business, loss of business reputation, lost profit, lost investment, costs or expenses of dispute resolution, attorneys' fees, or consequential damages. No claim arising out of any transaction between the Parties may be brought by the Client more than one (1) year after the cause of action has accrued. The Consultant disclaims all warranties, whether express, implied, statutory of other and the Consultant make no guarantees or warranties and assumes no obligations except those expressly stated in these terms and conditions.

FURTHER AS PART OF THIS ALLOCATION OF RISK AND LIMITATION OF LIABILITY AND PURSUANT TO FLORIDA STATUTE SECTION 558.0035 THE CLIENT AGREES AND WILL NOT HOLD INDIVIDUALLY LIABLE ANY DESIGN PROFESSIONAL EMPLOYEE OR DESIGN PROFESSIONAL AGENT OF THE DESIGN PROFESSIONAL FOR ANY ECONOMIC DAMAGES, EXCEPT THOSE DAMAGES INVOLVING PERSONAL INJURIES OR THOSE TO PROPERTY NOT THE SUBJECT OF THIS AGREEMENT, THAT MAY RESULT FROM NEGLIGENCE

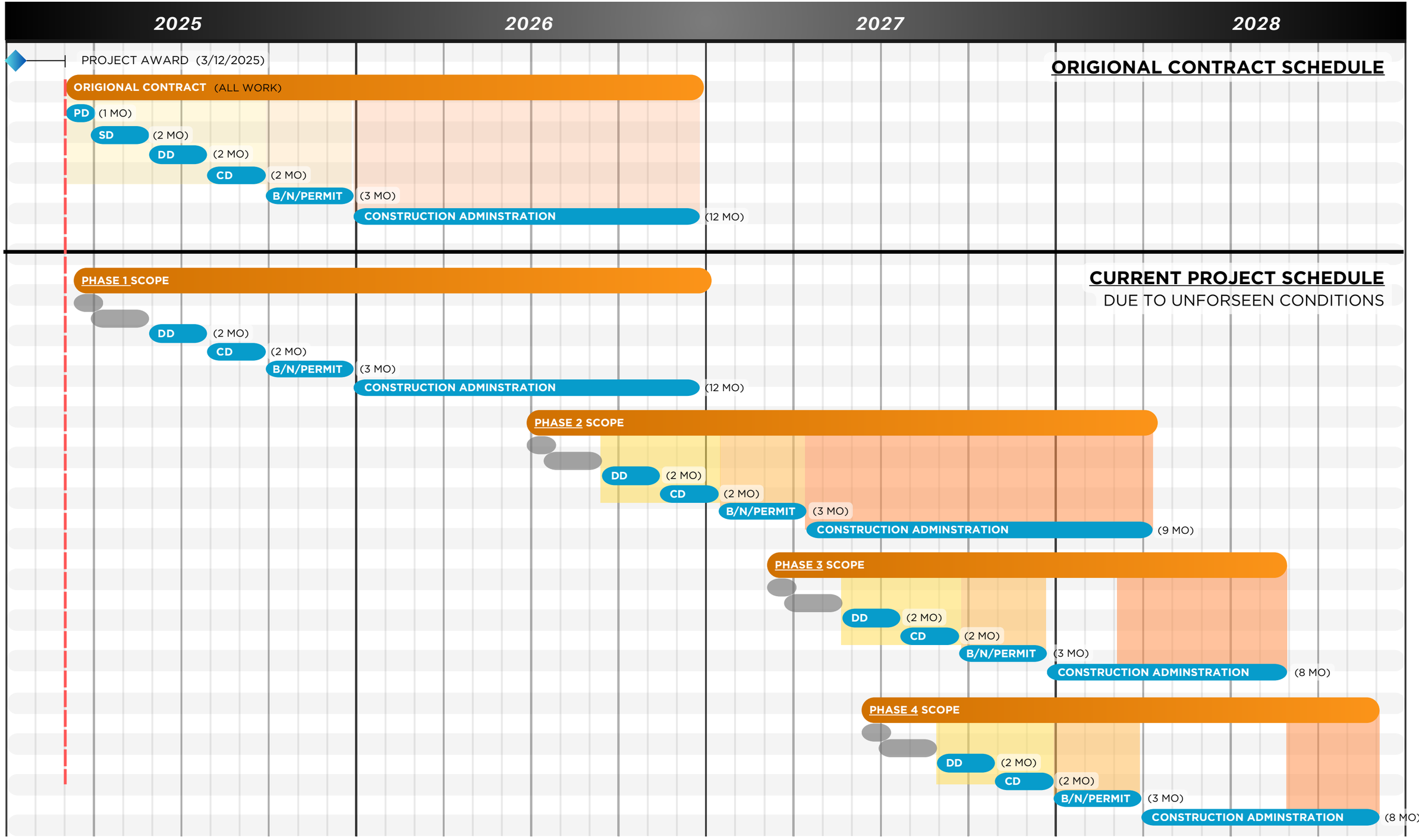
OCCURRING WITHIN THE COURSE AND SCOPE OF THE PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT.

L. APPLICABLE LAW. This Agreement and any dispute between the Parties shall be governed by the laws of and deemed to have been executed in the State of Georgia without reference to conflict of law principles. If a lawsuit is commenced regarding the agreement or any dispute between the Parties, the Parties agree such suit shall be filed in the appropriate state court located in the Atlanta, Georgia Metropolitan area and the Parties agree that such jurisdiction and venue shall be exclusive. The Parties waive all rights to any trial by jury in any action or proceeding arising out of or relating to this Agreement. If any part or provision of these terms and conditions are determined to be invalid, or unenforceable, this shall not affect the validity or enforceability of the remaining provisions, which shall remain in effect.

PROJECT PHASING IMPACT SCHEDULE

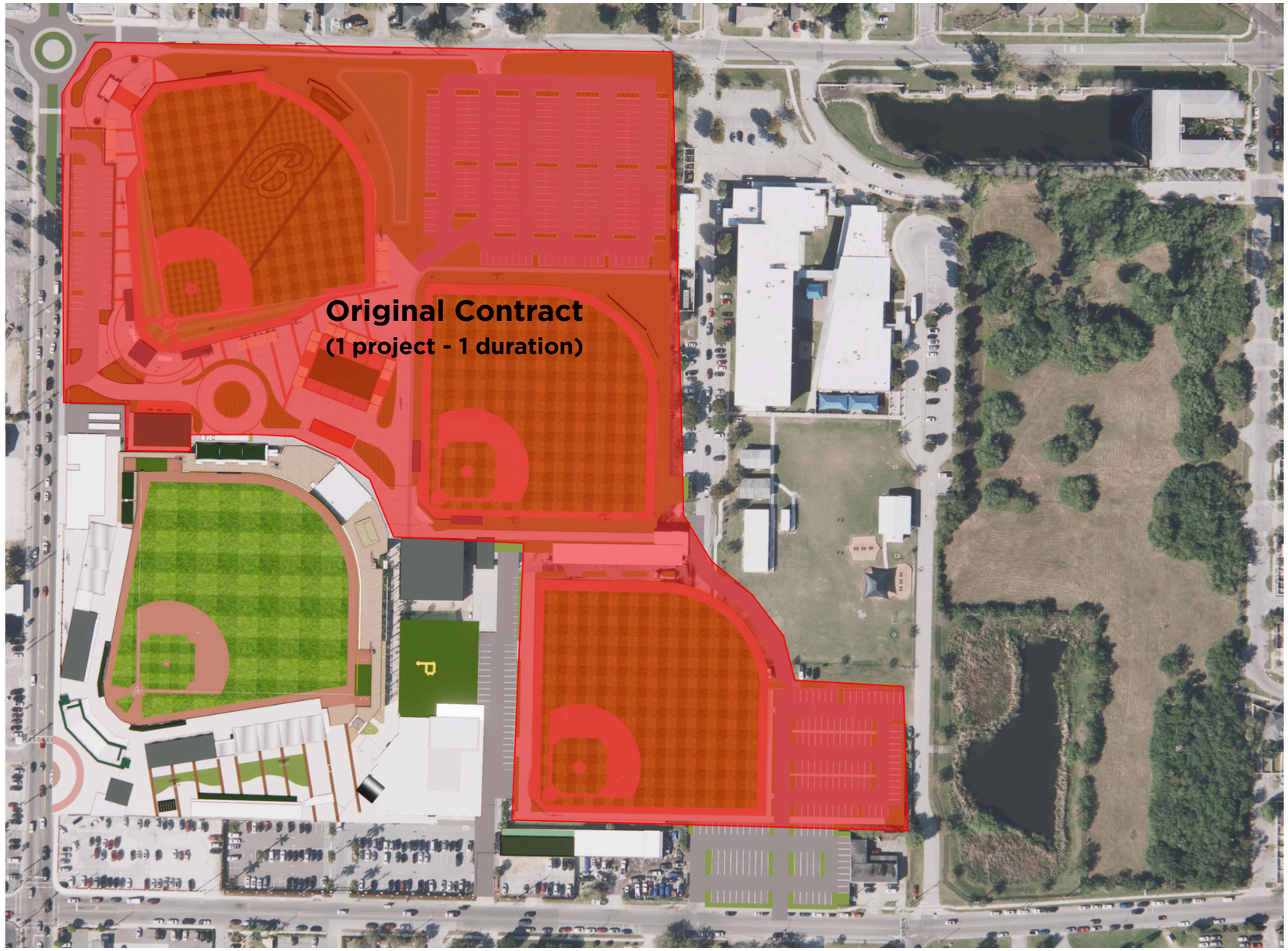
CITY PARK MASTER PLAN | FBA #24053

FAWLEY BRYANT ARCHITECTURE | SMART BEAUTIFUL SPACES



August 27, 2025 - Decision is made to Phase the project due to the following:

- Relocation timeline of Sanitation department
- Relocation timeline of Fleet Services department
- Existing ponds need to remain online until future expanded pond is built
- Property Ownership transfer timeline for enlarged pond
- Disruption of concurrent PIrates/Marauders operations during construction of complete facility at once



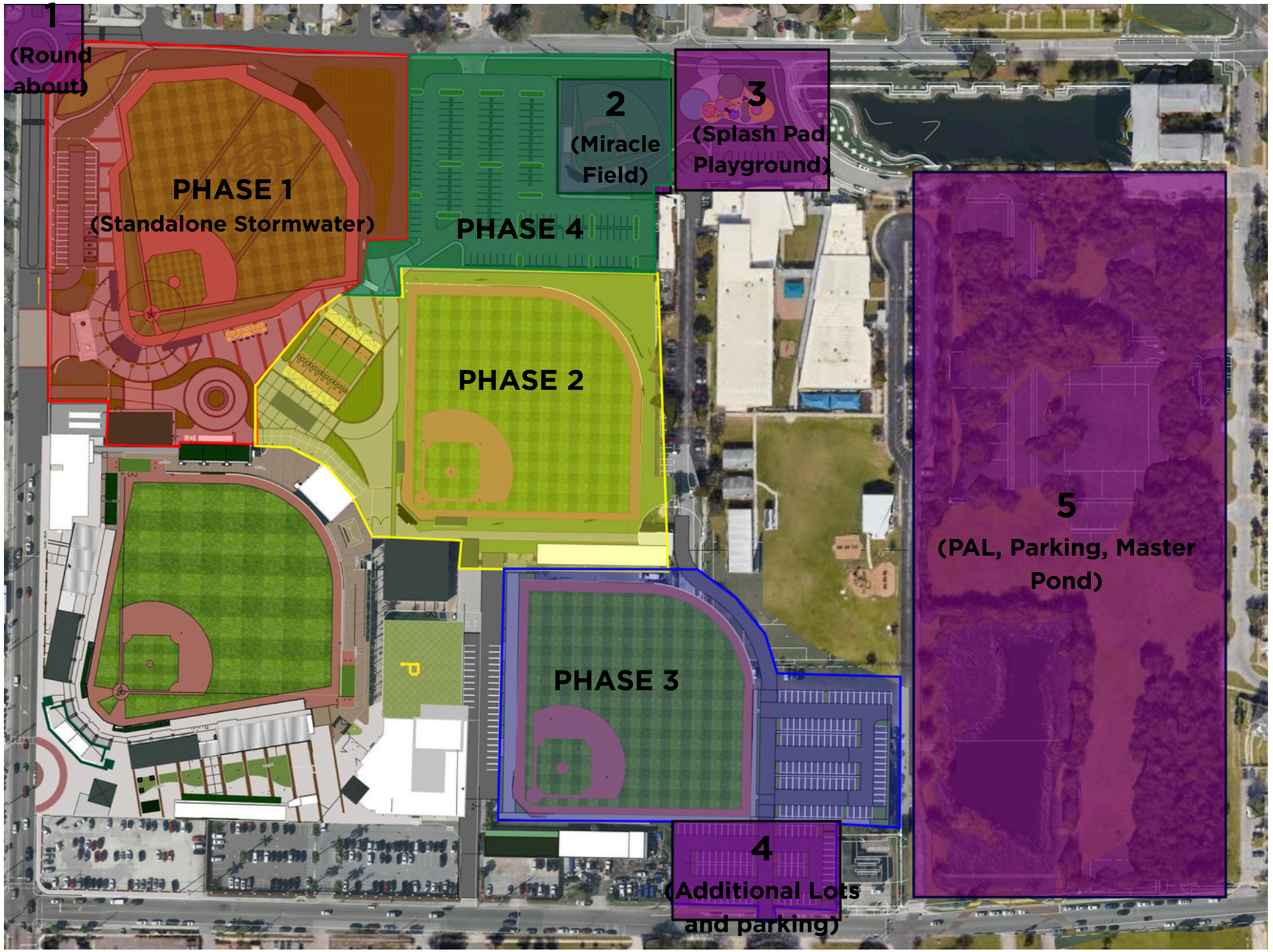
Original Contract

- Master stormwater system with accomodations for future development
- Coordination with other stakeholders
- New Syntehic Field 3
- Relocated practice field 2
- New restroom/concession building
- New 8-lane bullpen
- New 2-lane Batting Tunnel building
- Renovated existing PEMB
- New Parking Lot with future field accomodations at Sanitation
- New Parking Lot at Fleet Services
- Single submission and construction duration
- All required Building, SWFWMD, FBC, SIP approval drawing packages, permitting and CA

Why Phased?

- Timing of Sanitation move
- Timing of Fleet Services move
- Timing of ownership transfer of HUD property for Master Storm expansion and existing unknown stormwater considerations cause of Storm water split

Added Pre-design Scope and future add services: Roundabout(1), Miracle Field(2), Playground/Splashpad(3), added lots for parking not in original project boundaries(4).



Phase 1

- Standalone Stormwater system
- Breakout of remaining phases
- Roundabout Pre-design(1)
- Miracle Field Pre-design(2)
- Playground Splashpad Pre-design(3)
- Additional Lots Pre-design(4)
- Coordination of all work to be done in this area(5) PAL, Master Stromwater pond expansion
- All required Building, SWFWMD, FBC, SIP approval drawing packages, permitting and CA

Phase 2

- Master Storm water design for remaining phases and PAL including future phase connection points
- Reworking of concessions building for current programming requirements
- All required Building, SWFWMD, FBC, SIP approval drawing packages, permitting and CA

Phase 3

- Additional Parking and New Field Design with 2 bullpens
- All required Building, SWFWMD, FBC, SIP approval drawing packages, permitting and CA

Phase 4

- Addition of Miracle Field and associated design costs and conection to future splash pad
- All required Building, SWFWMD, FBC, SIP approval drawing packages, permitting and CA

AGENDA ITEM NO. 6.k

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: September 9, 2026

SUBMITTED BY: David Lindsey, Public Works & Utilities

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Florida Division of Emergency Management (FDEM) Hazard Mitigation Grant Program Agreement H1518 for the City of Bradenton Stormwater Master Plan

SUGGESTED ACTION: Council approval of the Federally-Funded Subaward and Grant Agreement with FDEM for the City of Bradenton Stormwater Master Plan and authorization for the Mayor to execute the agreement on behalf of the City.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:

The Florida Division of Emergency Management (FDEM) has awarded the City of Bradenton funding through the Federal Emergency Management Agency's (FEMA) Hazard Mitigation Grant Program (HMGP) for development of a Citywide Stormwater Master Plan. The purpose of the plan is to assess and prioritize existing and potential stormwater issues, identify areas with elevated flood risk, evaluate the existing stormwater system, and develop recommendations and conceptual solutions to improve stormwater management and community flood resiliency.

The total approved project cost is $300,000, consisting of $225,000 in federal HMGP funding (75%) and a $75,000 non-federal City share (25%). The

agreement is structured as a cost-reimbursement grant, with eligible project costs reimbursed by FDEM upon completion and approval of required deliverables.

The project will include data collection, evaluation of the City's existing stormwater infrastructure, flood modeling, preparation of a preliminary Stormwater Master Plan, and preparation of the final plan following review by FDEM. The agreement anticipates local procurement of the contractual services necessary to complete the work. The approved budget identifies the entire $300,000 project cost as contractual services.

The agreement's period of performance ends May 31, 2028.

FINANCIAL IMPACT:
The total project cost is $300,000, with FEMA providing $225,000 (75%) through FDEM and the City responsible for the $75,000 (25%) non-federal share. Funding is provided on a cost-reimbursement basis.

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

SUGGESTED MOTION:
Motion to approve the FDEM Federally-Funded Subaward and Grant Agreement H1518 for the City of Bradenton Stormwater Master Plan and authorize the Mayor to execute the agreement on behalf of the City.

ATTACHMENTS:
FDEM Grant Agreement H1518

SUB-RECIPIENT AGREEMENT CHECKLIST

DIVISION OF EMERGENCY MANAGEMENT
MITIGATION BUREAU
FISCAL OPERATIONS UNIT
HMGP

REQUEST FOR REVIEW AND APPROVAL	
SUB-RECIPIENT:	City of Bradenton
PROJECT #:	4673-305-P83
PROJECT TITLE:	City of Bradenton Stormwater Master Plan
HMGP CONTRACT #:	H1518
SM CONTRACT #: (if applicable)	N/A
MODIFICATION #:	N/A

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	Kim Clayback Engineering Manager 888 13th Ave E Bradenton, Florida 34208

Enclosed is your copy of the proposed contract(s)/modification(s) between **City of Bradenton** and the Florida Division of Emergency Management (FDEM).

	COMPLETE
☒	This form is required to be included with all Reviews, Approvals, and Submittals
☒	Reviewed and Approved
☒	Signed & Dated Electronic Copy of HMGP Contract by Official Representative
☐	Signed & Dated Electronic Copy of SM Contract by Official Representative (if applicable)
☒	**Copy of the organization's resolution or charter** that specifically identifies the person or position that is authorized to sign, if not Chairman, Mayor, or Chief
☒	Attachment I - Federal Funding Accountability and Transparency Act (FFATA) - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Attachment K – Certification Regarding Lobbying - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Attachment L – FACTS - completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Attachment M – Foreign Country of Concern Affidavit completed, signed, and dated ☐ N/A for Modifications or State Funded Agreements
☒	Electronic Submittal to the Grant Specialist

SUB-RECIPIENT AGREEMENT CHECKLIST

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at 850-635-8870 or email me at **Richard.Lott@yagroup.com.**

Agreement Number: **H1518**

Project Number: **4673-305-P83**

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.1 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.1, "pass-through entity" means "a non-Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1, "Sub-Recipient" means "an entity, usually but not limited to non-Federal entities that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.1, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.1, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following information is provided pursuant to 2 C.F.R. §200.332:

Sub-Recipient's name:	City of Bradenton
Sub-Recipient's unique entity identifier (UEI/FEIN):	P3FLJ98L86V8 / 596000283
Federal Award Identification Number (FAIN):	FEMA-DR-4673-FL
Federal Award Date:	March 11, 2026
Subaward Period of Performance Start and End Date:	March 11, 2026 – May 31, 2028
Amount of Federal Funds Obligated by this Agreement:	$225,000.00
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	$225,000.00
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	$225,000.00
Federal award project description (see FFATA):	Stormwater Master Plan
Name of Federal awarding agency:	Federal Emergency Management Agency
Name of pass-through entity:	FL Division of Emergency Management
Contact information for the pass-through entity:	Richard.Lott@yagroup.com
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	97.039 Hazard Mitigation Grant Program
Whether the award is R&D:	N/A
Indirect cost rate for the Federal award:	N/A

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and City of Bradenton, (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

C. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) APPLICATION OF STATE LAW TO THIS AGREEMENT

2 C.F.R. §200.302(a) provides: “Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds.” Therefore, section 215.971, Florida Statutes, entitled “Agreements funded with federal or state assistance”, applies to this Agreement.

(2) LAWS, RULES, REGULATIONS AND POLICIES

a. The Sub-Recipient's performance under this Agreement is subject to 2 C.F.R. Part 200, entitled “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.”

b. As required by section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations, including those identified in Attachment B. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

i. Monitor and document Sub-Recipient performance; and,

ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

Richard Lott
Project Manager
Bureau of Mitigation
Florida Division of Emergency Management
2489 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100
Telephone: 850-635-8870
Email: Richard.Lott@yagroup.com

The Division's Alternate Grant Manager for this Agreement is:

Laura Dhuwe
Project Manager
Hazard Mitigation Grant Program
Florida Division of Emergency Management
2489 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
Telephone: 850-879-0872
Email: watershedplanning@em.myflorida.com

1. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

   Kim Clayback
   Engineering Manager
   888 13th Ave E
   Bradenton, Florida 34208
   Telephone: 941-708-6304
   Email: Kim.clayback@bradentonfl.gov

2. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be provided to the other party.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK

The Sub-Recipient shall perform the work in accordance with the Budget and Scope of Work, Attachment A of this Agreement.

(8) PERIOD OF AGREEMENT

This Agreement shall begin on March 11, 2026, and shall end on May 31, 2028, unless terminated earlier in accordance with the provisions of Paragraph (17) of this Agreement. Consistent with the definition of "period of performance" contained in 2 C.F.R. §200.1, the term "period of agreement" refers to the time during which the Sub-Recipient "may incur new obligations to carry out the work authorized under" this Agreement. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement "only for allowable costs resulting from obligations incurred during" the period of agreement.

(9) FUNDING

a. This is a cost-reimbursement Agreement, subject to the availability of funds.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either chapter 216, Florida Statutes, or the Florida Constitution.

c. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient in the successful completion of each deliverable. The maximum reimbursement amount for each deliverable is outlined in Attachment A of this Agreement ("Budget and Scope of Work"). The maximum reimbursement amount for the entirety of this Agreement is **$225,000.00**.

d. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

e. The Division will review any request for reimbursement by comparing the documentation provided by the Sub-Recipient against a performance measure, outlined in Attachment A, that clearly delineates:

i. The required minimum acceptable level of service to be performed; and,

ii. The criteria for evaluating the successful completion of each deliverable.

f. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.1 as "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.329, that the Division and the Sub-Recipient "relate financial data to performance goals and objectives of the Federal award."

g. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (*See* 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-employee agreement, or an established policy of the Sub-Recipient. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in

the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

i. They are provided under established written leave policies;

ii. The costs are equitably allocated to all related activities, including Federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

h. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes ($6 for breakfast, $11 for lunch, and $19 for dinner), then the Sub-Recipient must provide documentation that:

i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

ii. Participation of the individual in the travel is necessary to the Federal award.

i. The Division's grant manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

j. As defined by 2 C.F.R. §200.1, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit for applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(10) <u>RECORDS</u>

a. As required by 2 C.F.R. §200.337, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right

of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.332(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.334, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.335, the Federal awarding agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.336, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the state and local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency) in conjunction with official business which are used to

perpetuate, communicate, or formalize knowledge qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Scope of Work - Attachment A - and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-7671 Records@em.myflorida.com, or 2489 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.1, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.1, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2489 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:

http://harvester.census.gov/fac/collect/ddeindex.html

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2489 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

(12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and a close-out report. These reports shall include the current status and progress by the Sub-Recipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

b. Quarterly reports are due to the Division no later than fifteen (15) days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30, and December 31.

c. The close-out report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Scope of Work.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Attachment F.

(13) MONITORING

a. The Sub-Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment A to this Agreement and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope audits, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that a limited scope audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement and, as authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division, but is an independent contractor.

b. As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a state agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division, and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of

sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any of its remedies set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty (30) days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) REMEDIES

If an Event of Default occurs, then the Division shall, after thirty (30) calendar days written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty (30) days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty (30) days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected,

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) calendar day's prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled “Contract Provisions for Non-Federal Entity Contracts Under Federal Awards”).

b. As required by 2 C.F.R. §200.318(i), the Sub-Recipient shall “maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.”

c. As required by 2 C.F.R. §200.318(b), the Sub-Recipient shall “maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.” In order to demonstrate compliance with this requirement, the Sub-Recipient shall document, in its quarterly report to the Division, the progress of any and all subcontractors performing work under this Agreement.

d. The Sub-Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Division and Sub-Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law.

e. As required by 2 C.F.R. §200.318(c)(1), the Sub-Recipient shall “maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.”

f. As required by 2 C.F.R. §200.319(a), the Sub-Recipient shall conduct any procurement under this agreement “in a manner providing full and open competition.” Accordingly, the Sub-Recipient shall not:

i. Place unreasonable requirements on firms in order for them to qualify to do business;

ii. Require unnecessary experience or excessive bonding;

iii. Use noncompetitive pricing practices between firms or between affiliated companies;

iv. Execute noncompetitive contracts to consultants that are on retainer contracts;

v. Authorize, condone, or ignore organizational conflicts of interest;

vi. Specify only a brand name product without allowing vendors to offer an equivalent;

vii. Specify a brand name product instead of describing the performance, specifications, or other relevant requirements that pertain to the commodity or service solicited by the procurement;

viii. Engage in any arbitrary action during the procurement process; or,

ix. Allow a vendor to bid on a contract if that bidder was involved with developing or drafting the specifications, requirements, statement of work, invitation to bid, or request for proposals.

g. "[E]xcept in those cases where applicable Federal statutes expressly mandate or encourage" otherwise, the Sub-Recipient, as required by 2 C.F.R. §200.319(c), shall not use a geographic preference when procuring commodities or services under this Agreement.

h. The Sub-Recipient shall conduct any procurement involving invitations to bid (i.e. sealed bids) in accordance with 2 C.F.R. §200.320(d) as well as section 287.057(1)(a), Florida Statutes.

i. The Sub-Recipient shall conduct any procurement involving requests for proposals (i.e. competitive proposals) in accordance with 2 C.F.R. §200.320(2) as well as section 287.057(1)(b), Florida Statutes.

j. For each subcontract, the Sub-Recipient shall provide a written statement to the Division as to whether that subcontractor is a minority business enterprise, as defined in section 288.703, Florida Statutes. Additionally, the Sub-Recipient shall comply with the requirements of 2 C.F.R. §200.321 ("Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms").

k. If the Sub-Recipient chooses to subcontract any of the work required under this Agreement, then the Sub-Recipient shall review its competitive solicitation and subsequent contract to be awarded for compliance with the procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. If the Sub-Recipient publishes a competitive solicitation or executes a contract that is not in compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 or the requirements of Appendix II to 2 C.F.R. Part 200, then the Sub-Recipient is on notice that the Division may:

i. Terminate this Agreement in accordance with the provisions outlined in paragraph (17) above; or,

ii. Refuse to reimburse the Sub-Recipient for any costs associated with that solicitation.

l. FEMA has developed helpful resources for subgrant recipients related to compliance with the Federal procurement standards in 2 C.F.R. §§200.318 through 200.327 and required contract provisions in Appendix II to 2 C.F.R. Part 200. These resources are generally available at https://www.fema.gov/procurement-disaster-assistance-team.

(19) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

i. Exhibit 1 - Funding Sources
ii. Attachment A – Budget and Scope of Work
iii. Attachment B – Program Statutes and Regulations
iv. Attachment C – Statement of Assurances
v. Attachment D – Request for Advance or Reimbursement
vi. Attachment E – Justification of Advance Payment
vii. Attachment F – Quarterly Report Form
viii. Attachment G – Warranties and Representations
ix. Attachment H – Certification Regarding Debarment
x. Attachment I – Federal Funding Accountability and Transparency Act
xi. Attachment J – Mandatory Contract Provisions
xii. Attachment K – Certification Regarding Lobbying
xiii. Attachment L – Florida Accountability Contract Tracking System
xiv. Attachment M – Foreign Country of Concern Affidavit

(20) PAYMENTS

a. Any advance payment under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account. If an advance payment is requested, the budget data on which the request is based and a justification statement shall be included in this Agreement as Attachment E. Attachment E will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

b. Invoices shall be submitted at least quarterly and shall include the supporting documentation for all costs of the project or services. The final invoice shall be submitted within sixty (60) days after the expiration date of the agreement. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division grant manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph (12) of this Agreement.

c. If the necessary funds are not available to fund this Agreement as a result of action by the United States Congress, the federal Office of Management and Budgeting, the State Chief

Financial Officer or under subparagraph (9)b. of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(21) REPAYMENTS

a. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of "Division of Emergency Management", and mailed directly to the following address:

Division of Emergency Management
Cashier
2489 Shumard Oak Boulevard
Tallahassee FL 32399-2100

b. In accordance with section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, Sub-Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft, whichever is greater.

(22) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the

construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which is not a local government or state agency, and which receives funds under this Agreement from the federal government, certifies, to the best of its knowledge and belief, that it and its principals or affiliates:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified from covered transactions by a federal department or agency;

ii. Have not, within a five-year period preceding this proposal been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not within a five-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default.

g. **In addition, the Sub-Recipient shall send to the Division (by email) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" (Attachment H) for each intended subcontractor which Sub-Recipient plans to fund under this Agreement. The form must be received by the Division before the Sub-Recipient enters into a contract with any subcontractor.**

h. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

i. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount.

j. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act

("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

k. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

l. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

m. If applicable, pursuant to Section 255.0993, Florida Statutes, the Sub-Recipient shall ensure that any iron or steel product, as defined in section 255.0993(1)(b), Florida Statutes, that is permanently incorporated in the deliverable(s) resulting from this project, must be produced in the United States.

(23) LOBBYING PROHIBITION

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the

extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities."

iii. The Sub-Recipient shall require that this certification be included in the award documents for all subawards (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Sub-Recipients shall certify and disclose.

iv. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(24) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty (30) days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate

that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(25) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement. The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(26) EQUAL OPPORTUNITY AND MERIT-BASED SELECTION

a. In accordance with Executive Order 14173, "Ending Illegal Discrimination and Restoring Merit-Based Opportunity," the Subrecipient hereby agrees that all procurement and employment actions funded in whole or in part with federal funds shall be identity-neutral and merit-based.

i. The Subrecipient and its contractors shall not discriminate against any employee, applicant for employment, or bidder because of race, color, religion, sex, sexual orientation, gender identity, or national origin.

ii. The Subrecipient certifies that no contract award or employment decision shall be based on a demographic preference, quota, or "workforce balancing" requirement.

iii. All contract awards must be based solely on technical merit, cost-effectiveness, and the bidder's demonstrated ability to perform the work.

b. The Subrecipient acknowledges that compliance with this Section (26) is **material** to the federal government's decision to provide and reimburse funds. The Subrecipient further agrees that:

i. Failure to adhere to merit-based selection standards while certifying compliance through the submission of reimbursement requests may subject the Subrecipient to civil and/or criminal penalties under the False Claims Act (31 U.S.C. §§ 3729–3733).

ii. The Subrecipient shall include the provisions of this Section (26) in every subcontract or purchase order so that such provisions shall be binding upon each subcontractor or vendor.

iii. In the event of the Subrecipient's noncompliance with the merit-based provisions of this clause, FDEM may cancel, terminate, or suspend this Agreement in whole or in part and refer the matter to the Department of Justice for appropriate legal proceedings.

(27) COPELAND ANTI-KICKBACK ACT

The Sub-Recipient hereby agrees that, unless exempt under Federal law, it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, the following clause:

i. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

ii. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(28) CONTRACT WORK HOURS AND SAFETY STANDARDS

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $100,000 and involves the employment of mechanics or laborers, then any such contract 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. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

(29) CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract that exceeds $150,000, then any such contract must include the following provision:

> Contractor agrees 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), and will report violations to FEMA and the Regional Office of the Environmental Protection Agency (EPA).

(30) SUSPENSION AND DEBARMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following provisions:

> i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
>
> ii. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
>
> iii. This certification is a material representation of fact relied upon by the Division. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Division, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
>
> iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(31) BYRD ANTI-LOBBYING AMENDMENT

If the Sub-Recipient, with the funds authorized by this Agreement, enters into a contract, then any such contract must include the following clause:

> Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended). Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not 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. Each tier shall also 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 recipient.

If this subgrant agreement amount is $100,000 or more, the Sub-Recipient, and subcontractors as applicable, shall sign Attachment K – Certification Regarding Lobbying.

(32) CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

a. If the Sub-Recipient, with the funds authorized by this Agreement, seeks to procure goods or services, then, in accordance with 2 C.F.R. §200.321, the Sub-Recipient shall take the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used whenever possible:

i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

v. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

vi. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs i. through v. of this subparagraph.

b. The requirement outlined in subparagraph a. above, sometimes referred to as "socioeconomic contracting," does not impose an obligation to set aside either the solicitation or award of a contract to these types of firms. Rather, the requirement only imposes an obligation to carry out and document the six affirmative steps identified above.

c. The "socioeconomic contracting" requirement outlines the affirmative steps that the Sub-Recipient must take; the requirements do not preclude the Sub-Recipient from undertaking additional steps to involve small and minority businesses and women's business enterprises.

d. The requirement to divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises, does not authorize the Sub-Recipient to break a single project down into smaller components in order to circumvent the micro-purchase or small purchase thresholds so as to utilize streamlined acquisition procedures (e.g. "project splitting").

(33) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment C.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT: CITY OF BRADENTON

By: _____

Name and Title: _____

Date: _____

FEID#: _____

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: Kevin Guthrie, Director

Date:_____

EXHIBIT – 1

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program
Federal agency: **Federal Emergency Management Agency: Hazard Mitigation Grant**
Catalog of Federal Domestic Assistance title and number: **97.039**
Award amount: **$ 225,000.00**

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- Sections 1361(A) of the National Flood Insurance Act of 1968, 42 U.S.C. 4104c, as amended by the National Flood Insurance Reform Act of 1994, Public Law 103-325 and the Bunning-Bereuter-Blumenauer Flood Insurance Reform Act of 2004, Public Law 108-264
- 31 C.F.R. Part 205 Rules and Procedures for Funds Transfers

Federal Program:

1. Sub-Recipient is to use funding to perform the following eligible activities:
   - Mitigation Planning Project
2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement, or will be in violation of the terms of the Agreement.

Attachment A

Watershed Master Planning Program

City of Bradenton Stormwater Master Plan

Budget and Scope of Work

STATEMENT OF PURPOSE:

The Florida Division of Emergency Management's (Division) Bureau of Mitigation prioritizes flood risk management as an integral part of its mission. The goals of this project are to assist local communities in developing a Stormwater Master Plan for the purposes of moving up in the Community Rating System (CRS) of the National Flood Insurance Program (NFIP) and to increase resiliency in Florida communities.

This project is funded through the Hazard Mitigation Grant Program (HMGP) DR-4673-305-P83, as approved by the Division and the Federal Emergency Management Agency (FEMA) to create and update Watershed Master Plans (WMPs) throughout the state of Florida.

The Sub-Recipient, City of Bradenton, agrees to administer and complete the project per scope of work as submitted by the Sub-Recipient and subsequently approved by the Division and FEMA. The Sub-Recipient shall complete the work in accordance with all applicable Federal, State and Local Laws, Regulations, and Codes.

PROJECT OVERVIEW:

The Scope of Work for this Hazard Mitigation Grant Program (HMGP) Watershed Planning Program project, the Division shall coordinate with eligible Florida entities (Sub-Recipients) to produce a Stormwater Master Plan (SWMP). This project is preceded by the Watershed Master Plan Pilot Program, with Stormwater Master Plans being encompassed in the second round of funding.

The purpose of a Stormwater Master Plan (SWMP) is to assist the Sub-Recipient assess and prioritize both existing and potential stormwater issues. The SWMP shall outline recommendations for future improvements including conceptual designs and alternative solutions, to effectively manage water quantity and quality. This project intent is to promote flood resiliency by the development and implementation of the SWMPs.

This project shall result in the development of Stormwater Master Plans (SWMPs) for National Flood Insurance Program (NFIP) participating communities throughout Florida. The plan shall be conducted and developed in accordance with FEMA's standard practices for mitigation planning, ensuring maximum public engagement throughout the process.

The Sub-Recipient shall finalize the process by submitting a signed letter from their applicable county's Local Mitigation Strategy (LMS) Chairperson attesting that the Stormwater Master Plan shall be adopted in the Sub-Recipient's next LMS update.

Guidance materials produced in the WMP Pilot Program can be found at: https://www.floridadisaster.org/dem/mitigation/watershed-planning/.

TASKS & DELIVERABLES:

A. TASKS

1. Create Preliminary Stormwater Master Plan.

The Sub-Recipient shall create a preliminary Stormwater Master Plan (SWMP), which is a narrative detailing an inventory of existing stormwater systems, the community's existing policies and regulations, identifying known problematic areas and areas with high flood risk, and proposes a series of recommendations for managing stormwater effectively. There shall be enough detail in the preliminary SWMP to verify the required analysis has been completed. Specifically, the required analysis for the

preliminary SWMP shall include all the Minimum Criteria required for a creditable SWMP under the two categories of Data Inventory and Collection and Stormwater Master Plan Criteria as follows:

Data Inventory and Collection:

1. Data inventory (used for initial flood modeling):
    a. Inventory of ground characteristics (e.g., soil type, impervious surfaces, wetlands)
    b. Inventory of bodies of water that receive stormwater discharges.
    c. Inventory of existing drainage system
    d. Inventory of data availability
2. Locations of:
    a. critical facilities, cultural/historical, and other places/areas of interest
    b. vulnerable areas and their descriptions
    c. map of stormwater sewer systems
3. Existing regulations and plans in place for reducing flood risks
    a. Legal Authorities for Municipal Separate Storm Sewer System (MS4).

Stormwater Master Plan Criteria

4. Targeting pollutants of concern:
    a. What pollutants are present.
    b. How they are being monitored and assessed.
    c. How pollutant presence is being reduced.
5. Stormwater control measures:
    a. How construction site runoff is controlled.
    b. Describe stormwater management for areas of new development and redevelopment.
    c. What are the pollution prevention practices.
    d. Describe how illicit discharges are tracked and reported.
    e. Education, outreach, and public involvement.
6. Jurisdiction specific provisions:
    a. Existing land uses-current and future.
    b. Effectiveness of managing stormwater runoff.
    c. Best management scenarios for mitigating stormwater runoff.
7. The community must adopt the final plan.
8. If applicable, SWMP plans more than 5 years old must be evaluated to ensure that they remain applicable to current conditions. For instance, previous assumptions on hydrology, sea level rise and future land use, are still applicable.

TASK 1 DELIVERABLES

Deliverable submittals shall be electronic documents and be submitted to the Division via email to the Divisions Grant Manager for review no later than the established due date before payment shall be processed. The Sub-Recipient shall submit following Task 1 deliverables to the Division:

a) An electronic copy of the preliminary Stormwater Master Plan (SWMP).

b) A separate electronic document listing how and where in the preliminary SWMP the Minimum Criteria listed under Task 1 are met.

c) A separate electronic document clarifying the Sub-Recipient's existing data inventory at the time of contract execution, how the data are used, and which tasks and efforts have already been completed prior to contract execution.

d) A separate electronic document with all comments between the Sub-Recipient Staff and contractor from their review of the SWMP, and

e) Submit previous SWMP or if no previous SWMP exists submit a letter stating as such.

Reimbursement / Payment for Task 1 shall occur once the Sub-Recipient has received feedback from the Division confirming that their preliminary SWMP and Task 1 Deliverables have been approved. To be approved, the preliminary SWMP shall show how all the listed Minimum Criteria required for a creditable SWMP are intended to be met.

2. Revise Draft Stormwater Master Plan and Submit Completed Stormwater Master Plan.

After receiving feedback from the Division on the preliminary Stormwater Master Plan (SWMP), from Task 1 (per Task 1 Deliverables), the Sub-Recipient shall finalize the flood modeling process and submit their completed SWMP. At a minimum, the modeling and SWMP must meet the Minimum Criteria required for a creditable SWMP shown above. The Sub-Recipient shall update their SWMP, if revisions are necessary based on the Division's feedback, and submit the completed SWMP to the Division for review.

The Sub-Recipient shall coordinate, throughout the activities for Task 2, with the applicable Local Mitigation Strategy (LMS) working group to ensure that the working group shall adopt the SWMP as an annex in the next LMS update and use the data to inform the risk assessment and mitigation strategy.

TASK 2 DELIVERABLES

Deliverable submittals shall be electronic documents and be submitted to the Division via email to the Divisions Grant Manager, for review no later than the established due date before payment shall be processed. The Sub-Recipient shall submit the following Task 2 deliverables to the Division:

a) An electronic copy of the completed SWMP (after incorporating comments from the Division, if applicable).

b) A signed letter from the applicable county's Local Mitigation Strategy (LMS) Chairperson attesting that the completed SWMP shall be adopted and used to update the risk assessment and mitigation strategy during the next LMS plan update; and

c) Provide documentation of WMP submittal to ISO/CRS.

Reimbursement / Payment for Task 2 shall occur once the Sub-Recipient has received feedback from the Division confirming that their completed SWMP and Task 2 Deliverables have been approved. To be approved, the completed SWMP shall show how all the listed Minimum Criteria required for a creditable SWMP have been met.

3. Grant Management Tasks:

The Sub-Recipient shall select the qualified, licensed Florida contractor in accordance with the Sub-Recipient's procurement policy as well as all Federal and State Laws and Regulations. All procurement activities shall contain sufficient source documentation and be in accordance with all applicable regulations.

The Sub-Recipient shall be responsible for furnishing or contracting all labor, materials, equipment, tools, transportation and supervision and performing all work plans presented to the Division by the Sub-Recipient and subsequently approved by the Division and FEMA.

The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

The Sub-Recipient shall provide documentation demonstrating the results of the procurement process. This shall include a rationale for the method of procurement and selection of contract type, contractor selection and/or rejection and bid tabulation and listing, and the basis of contract price.

The Sub-Recipient shall provide an executed "Debarment, Suspension, Ineligibility, Voluntary Exclusion Form" for each contractor and/or subcontractor performing services under this agreement.

Executed contracts with contractors and/or subcontractors shall be provided to the Division by the Sub-Recipient within 10 days of execution.

The Sub-Recipient shall provide copies of professional licenses for contractors selected to perform services. The Sub-Recipient shall provide a copy of a current and valid occupational license or business tax receipt issued for the type of services to be performed by the selected contractor.

The Sub-Recipient shall monitor and manage the procurement and shall ensure that all applicable State, Local and Federal Laws and Regulations are followed and documented, as appropriate.

The Sub-Recipient shall fully perform the approved project, as described in the application, in accordance with the approved scope of work indicated herein, the estimate of costs indicated herein, the allocation of funds indicated herein, and all applicable terms and conditions. The Sub-Recipient shall not deviate from the approved project terms and conditions.

During this agreement, the Sub-Recipient shall submit requests for reimbursement. Adequate and complete source documentation shall be submitted to support all costs (federal share and local share) related to the project. In some cases, all project activities may not be fully complete prior to requesting reimbursement of costs incurred in completion of this scope of work; however, a partial reimbursement may be requested.

The Sub-Recipient shall submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the completion of the work, that disbursements or payments were made in accordance with all agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.

The Sub-Recipient shall maintain accurate time records. The Sub-Recipient shall ensure invoices are accurate and any contracted services are rendered within the terms and timelines of this agreement. All supporting documentation shall agree with the requested billing period. All costs submitted for reimbursement shall contain adequate source documentation which may include but not be limited to cancelled checks, bank statements, Electronic Funds Transfer, paid bills and invoices, payrolls, time and attendance records, contract and subcontract award documents.

The Division shall review all submitted requests for reimbursement for basic accuracy of information. Further, the Division shall ensure that no unauthorized work was completed prior to the approved project start date by verifying vendor and contractor invoices. The Division shall verify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measures are in compliance with the approved scope of work prior to processing any requests for reimbursement.

Review and approval of any third-party in-kind services, if applicable, shall be conducted by the Division in coordination with the Sub-Recipient.

Quarterly Reports shall be submitted by the Sub-Recipient and received by the Division at the times provided in this agreement prior to the processing of any reimbursement.

The Sub-Recipient shall submit to the Division requests for reimbursement costs related to the project as identified in the project application and plans. The requests for reimbursement shall include:

a) Contractor, subcontractor, and/or vendor invoices, which clearly display dates of services performed, description of services performed, location of services performed, cost of services performed, name

of service provider and any other pertinent information.

b) Proof of payment from the Sub-Recipient to the contractor, subcontractor, and/or vendor for invoiced services.

c) Clear identification of amount of costs being requested for reimbursement as well as costs being applied against the local match amount.

The Sub-Recipient's final request for reimbursement shall include the final project cost. All Supporting documentation shall show that all contractors and subcontractors have been paid.

B. Deliverables

	Deliverable Value	Due Date
Task 1 – Create Preliminary SWMP based on Initial Flood Modeling; Submit Draft SWMP and additional Task 1 Deliverables	$245,000.00	18 Months after beginning of POP
Task 2 – Revise Draft SWMP; Submit Completed SWMP and additional Task 2 Deliverables	$55,000.00	23 Months after beginning of POP
Total	**$300,000.00**	

Minimum Level of Performance: Provided the Sub-Recipient performs in accordance with the Scope of Work outlined in this Agreement, the Division shall reimburse the Sub-Recipient based on the percentage of overall project completion.

PROJECT CONDITIONS AND REQUIREMENTS:

C. PROGRAMMATIC

1. The Sub-Recipient must notify the Division as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower costs or earlier completion.
2. The Division and FEMA shall approve a change in the scope of work in advance, regardless of the budget implementations.
3. The Sub-Recipient must "obtain prior written approval for any budget revision which would result in a need for additional funds" [44 CFR 13(c)], from the Division and FEMA.
4. Any extension of the Period of Performance shall be submitted to FEMA 60 days prior to the expiration date. Therefore, any request for a Period of Performance Extension shall be in writing and submitted, along with substantiation of the new expiration date and a new schedule of work, to the Division a minimum of seventy (70) days prior to the expiration date, for Division processing to FEMA.
5. The Sub-Recipient must avoid duplication of benefits between the HMGP and any other form of assistance, as required by Section 312 of the Stafford Act, and further clarification in 44 CFR 206.191.
6. A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.
7. Project approval is on the condition that the tasks, deliverables, and conditions be accomplished, and documentation submitted 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA for Closeout.
8. The Sub-Recipient must ensure that persons responsible for the management of this grant, including the designated Point of Contact (POC), staff, and consultants, attend the Division's Sub-Recipient Responsibility Review training at least once every thirty-six (36) months. Any change in the Sub-Recipient's Point of Contact (POC), or in any other person responsible for the management of this

grant, shall require the newly designated individual to also fulfill this training requirement by attending the Division's Sub-Recipient Responsibility Review training at least once every thirty-six (36) months, or by having completed it within the last thirty-six (36) months.

This is FEMA project number **4673-305-P83.** It is funded under HMGP, FEMA-4673-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4673.

FEMA awarded this project to the State on March 11, 2026.

The State of Florida awarded this project on June 17, 2026

The Period of Performance for this project begins on the date of execution of the subgrant agreement by both parties. The Period of Performance shall end on May 31, 2028.

D. FINANCIAL CONSEQUENCES:

The failure to provide the Division with the required deliverables within the stated timelines shall result in a penalty of 5% of the determined deliverable amount for each late deliverable. Penalty may be waived based upon reasonable explanation with documentation by Sub-Recipient.

Should the Sub-Recipient determine that there are significant barriers to conducting any of the minimum deliverables due to extenuating circumstances, the Division may re-evaluate performance expectations upon a formal request from the Sub-Recipient.

If the Sub-Recipient fails to comply with any term of the award, the Division shall take one or more of the following actions, as appropriate in the circumstances:

1. Temporarily withhold cash payments pending correction of the deficiency by the Sub-Recipient;
2. Disallow all or part of the cost of the activity or action not in compliance;
3. Wholly or partly suspend or terminate the current award for the Sub-Recipient's program;
4. Withhold further awards for the program; or
5. Take other remedies that may be legally available.

SCHEDULE OF WORK:

Milestones / Tasks		
State Contracting:	3	Months
Local Procurement:	2	Months
Field Work and Data Collection (Task 1)	4	Months
Initial Flood Modeling (Task 1):	4	Months
Preliminary WMP and Task 1 Deliverables (Task 1)	4	Months
Revise WMP and Submit Completed WMP and Task 2 Deliverables (Task 2)	3	Months
Division Approval and Closeout	3	Months
Total Period of Performance:	**23**	**Months**

BUDGET:

Line-Item Budget*

FEES:	**Project Cost**	**Federal Cost**	**Non-Federal Cost**
Personnel	$0.00	$0.00	$0.00
Fringe Benefits	$0.00	$0.00	$0.00
Travel	$0.00	$0.00	$0.00
Equipment	$0.00	$0.00	$0.00
Supplies	$0.00	$0.00	$0.00
Contractual	$300,000.00	$225,000.00	$75,000.00
Other	$0.00	$0.00	$0.00
Total Project Fees:	**$300,000.00**	**$225,000.00**	**$75,000.00**

**Any line-item amount in this Budget may be increased or decreased 10% or less, with the Division's approval, without an amendment to this Agreement being required, so long as the overall amount of the funds obligated under this Agreement is not increased.*

FUNDING SUMMARY TOTALS:

Federal Share:		$225,000.00	(75.00%)
Non-Federal Share:		$75,000.00	(25.00%)
Total Project Cost:		**$300,000.00**	**(100.00%)**

Attachment B

Program Statutes and Regulations

The parties to this Agreement and the Hazard Mitigation Grant Program (HMGP) are generally governed by the following statutes and regulations:

(1) The Robert T. Stafford Disaster Relief and Emergency Assistance Act;

(2) 44 C.F.R. Parts 7, 9, 10, 13, 14, 17, 18, 25, 206, 220, and 221, and any other applicable FEMA policy memoranda and guidance documents;

(3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;

(4) Hazard Mitigation Assistance Guidance- February 27, 2015 Update; and

(5) All applicable laws and regulations delineated in Attachment C of this Agreement.

In addition to the above statutes and regulations, the Sub-recipient must comply with the following:

The Sub-recipient shall fully perform the approved hazard mitigation project, as described in the Application and Attachment A (Budget and Scope of Work) attached to this Agreement, in accordance with approved scope of work indicated therein, the estimate of costs indicated therein, the allocation of funds indicated therein, and the terms and conditions of this Agreement. The Sub-recipient shall not deviate from the approved project and the terms and conditions of this Agreement. The Sub-recipient shall comply with any and all applicable codes and standards in performing work funded under this Agreement, and shall provide any appropriate maintenance and security for the project.

Any development permit issued by, or development activity undertaken by, the Sub-recipient and any land use permitted by or engaged in by the Sub-recipient, shall be consistent with the local comprehensive plan and land development regulations prepared and adopted pursuant to chapter 163, Part II, Florida Statutes. Funds shall be expended for, and development activities and land uses authorized for, only those uses which are permitted under the comprehensive plan and land development regulations. The Sub-recipient shall be responsible for ensuring that any development permit issued and any development activity or land use undertaken is, where applicable, also authorized by the Water Management District, the Florida Department of Environmental Protection, the Florida Department of Health, the Florida Game and Fish Commission, and any Federal, State, or local environmental or land use permitting authority, where required. The Sub-recipient agrees that any repair or construction shall be in accordance with applicable standards of safety, decency, and sanitation, and in conformity with applicable codes, specifications and standards.

The Sub-recipient will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the completed work conforms with the approved plans and specifications and will furnish progress reports and such other information to HMGP as may be required.

If the hazard mitigation project described in Attachment A includes an acquisition or relocation project, then the Sub-recipient shall ensure that, as a condition of funding under this Agreement, the owner of the affected real property shall record in the public records of the county where it is located the following covenants and restrictions, which shall run with and apply to any property acquired, accepted, or from which a structure will be removed pursuant to the project.

(1) The property will be dedicated and maintained in perpetuity for a use that is compatible with open space, recreational, or wetlands management practices;

(2) No new structure will be erected on property other than:
   a. a public facility that is open on all sides and functionally related to a designed open space;
   b. a restroom; or

(3) A structure that the Director of the Federal Emergency Management Agency approves in writing before the commencement of the construction of the structure;

(4) After the date of the acquisition or relocation no application for disaster assistance for any purpose will be made to any Federal entity and no disaster assistance will be provided for the property by any Federal source; and

(5) If any of these covenants and restrictions is violated by the owner or by some third party with the knowledge of the owner, fee simple title to the Property described herein shall be conveyed to the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida without further notice to the owner, its successors and assigns, and the owner, its successors and assigns shall forfeit all right, title and interest in and to the property.

HMGP Contract Manager will evaluate requests for cost overruns and submit to the regional Director written determination of cost overrun eligibility. Cost overruns shall meet Federal regulations set forth in 44 C.F.R. §206.438(b).

The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP Sub-Recipient Scope of Work (SOW) shall be reviewed by all State and Federal agencies participating in the NEPA process.

As a reminder, the Sub-recipient must obtain prior approval from the State, before implementing changes to the approved project Scope of Work (SOW). Per the Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments:

(1) For Construction projects, the grantee must “obtain prior written approval for any budget revision which result in a need for additional funds” (2 C.F.R. § 200.308);

(2) A change in the Scope of Work must be approved by FEMA in advance regardless of the budget implications; and

(3) The Sub-recipient must notify the State as soon as significant developments become known, such as delays or adverse conditions that might raise costs or delay completion, or favorable conditions allowing lower cost or earlier completion. Any extensions of the period of performance must be submitted to FEMA sixty (60) days prior to the project expiration date.

The Sub-recipient assures that it will comply with the following statutes and regulations to the extent applicable:

(1) 53 Federal Register 8034
(2) Federal Acquisition Regulations 31.2
(3) Section 1352, Title 31, US Code
(4) Chapter 473, Florida Statutes
(5) Chapter 215, Florida Statutes
(6) Section 768.28, Florida Statutes
(7) Chapter 119, Florida Statutes
(8) Section 216.181(6), Florida Statutes

(9) Cash Management Improvement Act of 1990
(10) American with Disabilities Act
(11) Section 112.061, Florida Statutes
(12) Immigration and Nationality Act
(13) Section 286.011, Florida Statutes
(14) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
(15) Uniform Relocation Assistance and Real Property Acquisitions Act of 1970
(16) Title I of the Omnibus Crime Control and Safe Streets Act of 1968
(17) Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act
(18) Omnibus Crime Control and Safe Streets Act of 1968, as amended
(19) Victims of Crime Act (as appropriate)
(20) Section 504 of the Rehabilitation Act of 1973, as amended
(21) Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990)
(22) Department of Justice regulations on disability discrimination, 28 C.F.R., Part 35 and Part 39
(23) 42 U.S.C. 5154a

Attachment C

Statement of Assurances

To the extent the following provisions apply to this Agreement, the Sub-recipient certifies that:

(a) It possesses legal authority to enter into this Agreement and to carry out the proposed program;

(b) Its governing body has duly adopted or passed as an official act of resolution, motion or similar action authorizing the execution of the hazard mitigation agreement with the Division of Emergency Management (DEM), including all understandings and assurances contained in it, and directing and authorizing the Sub-recipient's chief administrative officer or designee to act in connection with the application and to provide such additional information as may be required;

(c) No member of or delegate to the Congress of the United States, and no Resident Commissioner, shall receive any share or part of this Agreement or any benefit. No member, officer, or employee of the Sub-recipient or its designees or agents, no member of the governing body of the locality in which this program is situated, and no other public official of the locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year after, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds, for work be performed in connection with the program assisted under this Agreement. The Sub-recipient shall incorporate, in all contracts or subcontracts a provision prohibiting any interest pursuant to the purpose stated above;

(d) All Sub-recipient contracts for which the State Legislature is in any part a funding source, shall contain language to provide for termination with reasonable costs to be paid by the Sub-recipient for eligible contract work completed prior to the date the notice of suspension of funding was received by the Sub-recipient. Any cost incurred after a notice of suspension or termination is received by the Sub-recipient may not be funded with funds provided under this Agreement unless previously approved in writing by the Division. All Sub-recipient contracts shall contain provisions for termination for cause or convenience and shall provide for the method of payment in such event;

(e) It will comply with:

(1) Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq., requiring that mechanics and laborers (including watchmen and guards) employed on federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week; and

(2) Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq., requiring that covered employees be paid at least minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.

(f) It will comply with

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), and the regulations issued pursuant thereto, which provides that no person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-recipient received Federal financial assistance and will immediately take any measures necessary to effectuate this assurance. If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Sub-

recipient, this assurance shall obligate the Sub-recipient, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits;

(2) Any prohibition against discrimination on the basis of age under the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age or with respect to otherwise qualifies handicapped individuals as provided in Section 504 of the Rehabilitation Act of 1973;

(3) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of federal or federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship;

(g) It will establish safeguards to prohibit employees from using positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties pursuant to section 112.313 and section 112.3135, Florida Statutes;

(h) It will comply with the Anti-Kickback Act of 1986, 41 U.S.C. Chapter 87 which outlaws and prescribes penalties for “kickbacks” of wages in federally financed or assisted construction activities;

(i) It will comply with the provisions of 5 U.S.C. 7323 (further known as the Hatch Act) which limits the political activities of employees;

(j) It will comply with the flood insurance purchase and other requirements of the Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 50, including requirements regarding the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area having special flood hazards. The phrase “Federal financial assistance” includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance;

For sites located within Special Flood Hazard Areas (SFHA), the Sub-recipient must include a FEMA Model Acknowledgement of Conditions of Mitigation of Property in a Special Flood Hazard Area with FEMA Grant Funds executed by the title holder with the closeout request verifying that certain SFHA requirements were satisfied on each of the properties. The Model Acknowledgement can be found at www.fema.gov/governmenta/grant/sfha_conditions.shtm

(k) It will require every building or facility (other than a privately owned residential structure) designed, constructed, or altered with funds provided under this Agreement to comply with the “Uniform Federal Accessibility Standards,” (AS) which is Appendix A to 41 C.F.R. Section 101-19.6 for general type buildings and Appendix A to 24 C.F.R., Part 40 for residential structures. The Sub-recipient will be responsible for conducting inspections to ensure compliance with these specifications by the contractor;

(l) It will, in connection with its performance of environmental assessments under the National Environmental Policy Act of 1969, comply with Section 106 of the National Historic Preservation Act of 1966 (54 U.S.C.), Executive Order 11593, 36 C.F.R., Part 800, and the Preservation of Archaeological and Historical Data Act of 1966 (54 U.S.C. 3125) by:

(1) Consulting with the State Historic Preservation Office to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R., Section 800.8) by the proposed activity; and

(2) Complying with all requirements established by the State to avoid or mitigate adverse effects upon such properties.

(3) Abiding by the terms and conditions of the **"Programmatic Agreement Among the Federal Emergency Management Agency, the Florida State Historic Preservation Office, the Florida Division of Emergency Management and the Advisory Council on Historic Preservation, (PA)"** which addresses roles and responsibilities of Federal and State entities in implementing Section 106 of the National Historic Preservation Act (NHPA), 54 U.S.C., and implementing regulations in 36 C.F.R., Part 800.

(4) When any of the Sub-recipient's projects funded under this Agreement may affect a historic property, as defined in 36 C.F.R., Part 800.16 (I)(1), the Federal Emergency Management Agency (FEMA) may require the Sub-recipient to review the eligible scope of work in consultation with the State Historic Preservation Office (SHPO) and suggest methods of repair or construction that will conform with the recommended approaches set out in the **Secretary of Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings 1992 (Standards),** the **Secretary of the Interior's Guidelines for Archeological Documentation (Guidelines)** (48 Federal Register 44734-37), or any other applicable Secretary of Interior standards. If FEMA determines that the eligible scope of work will not conform with the **Standards**, the Sub-recipient agrees to participate in consultations to develop, and after execution by all parties, to abide by, a written agreement that establishes mitigation and recondition measures, including but not limited to, impacts to archeological sites, and the salvage, storage, and reuse of any significant architectural features that may otherwise be demolished.

(5) The Sub-recipient agrees to notify FEMA and the Division if any project funded under this Agreement will involve ground disturbing activities, including, but not limited to: subsurface disturbance; removal of trees; excavation of footings and foundations, and installation of utilities (such as water, sewer, storm drains, electrical, gas, leach lines and septic tanks) except where these activities are restricted solely to areas previously disturbed by the installation, replacement or maintenance of such utilities. FEMA will request the SHPO's opinion on the potential that archeological properties may be present and be affected by such activities. The SHPO will advise the Sub-recipient on any feasible steps to be accomplished to avoid any National Register eligible archeological property or will make recommendations for the development of a treatment plan for the recovery or archeological data from the property.

If the Sub-recipient is unable to avoid the archeological property, develop, in consultation with SHPO, a treatment plan consistent with the **Guidelines** and take into account the Advisory Council on Historic Preservation (Council) publication "Treatment of Archeological Properties". The Sub-recipient shall forward information regarding the treatment plan to FEMA, the SHPO and the Council for review. If the SHPO and the Council do not object within fifteen (15) calendar days of receipt of the treatment plan, FEMA may direct the Sub-recipient to implement the treatment plan. If either the Council or the SHPO object, Sub-recipient shall not proceed with the project until the objection is resolved.

(6) The Sub-recipient shall notify the Division and FEMA as soon as practicable: (a) of any changes in the approved scope of work for a National Register eligible or listed property; (b) of all changes to a project that may result in a supplemental DSR or modify a HMGP project for a National Register eligible or listed property; (c) if it appears that a project funded under this Agreement will affect a previously unidentified property that may be

eligible for inclusion in the National Register or affect a known historic property in an unanticipated manner. The Sub-recipient acknowledges that FEMA may require the Sub-recipient to stop construction in the vicinity of the discovery of a previously unidentified property that may eligible for inclusion in the National Register or upon learning that construction may affect a known historic property in an unanticipated manner. The Sub-recipient further acknowledges that FEMA may require the Sub-recipient to take all reasonable measures to avoid or minimize harm to such property until FEMA concludes consultation with the SHPO. The Sub-recipient also acknowledges that FEMA will require, and the Sub-recipient shall comply with, modifications to the project scope of work necessary to implement recommendations to address the project and the property.

(7) The Sub-recipient acknowledges that, unless FEMA specifically stipulates otherwise, it shall not receive funding for projects when, with intent to avoid the requirements of the PA or the NHPA, the Sub-recipient intentionally and significantly adversely affects a historic property, or having the legal power to prevent it, allowed such significant adverse effect to occur.

(m) It will comply with applicable provisions of the following laws and policies prohibiting discrimination:

(1) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination based on race, color, or national origin (including limited English proficiency).

(2) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination based on disability.

(3) Title IX of the Education Amendments Act of 1972, as amended, which prohibits discrimination based on sex in education programs or activities.

(4) Age Discrimination Act of 1975, which prohibits discrimination based on age.

(5) U.S. Department of Homeland Security regulation 6 C.F.R. Part 19, which prohibits discrimination based on religion in social service programs.

(n) It will comply with Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;

(o) It will comply with the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, (42 U.S.C. 4541-45-94) relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(p) It will comply with 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

(q) It will comply with Lead-Based Paint Poison Prevention Act (42 U.S.C. 4821 et seq.) which prohibits the use of lead based paint in construction of rehabilitation or residential structures;

(r) It will comply with the Energy Policy and Conservation Act (P.L. 94-163; 42 U.S.C. 6201-6422), and the provisions of the State Energy Conservation Plan adopted pursuant thereto;

(s) It will comply with the Laboratory Animal Welfare Act of 1966, (7 U.S.C. 2131-2159), pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by an award of assistance under this Agreement;

(t) It will comply with Title VIII of the Civil Rights Act of 1968, (42 U.S.C 2000c and 42 U.S.C. 3601-3619), as amended, relating to non-discrimination in the sale, rental, or financing of housing, and

Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color or national origin;

(u) It will comply with the Clean Air Act of 1955, as amended, 42 U.S.C. 7401-7675;

(v) It will comply with the Clean Water Act of 1977, as amended, 33 U.S.C. 1251-1388

(w) It will comply with the endangered Species Act of 1973, 16 U.S.C. 1531-1544;

(x) It will comply with the Intergovernmental Personnel Act of 1970, 42 U.S.C. 4701-4772;

(y) It will assist the awarding agency in assuring compliance with the National Historic Preservation Act of 1966, as amended, 54 U.S.C.;

(z) It will comply with environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969, 42 U.S.C. 4321-4347;

(aa) It will assist the awarding agency in assuring compliance with the Preservation of Archeological and Historical Preservation Act of 1966, 16 U.S.C. 54 U.S.C. 3125

(bb) It will comply with the Rehabilitation Act of 1973, Section 504, 29 U.S.C. 794, regarding non-discrimination;

(cc) It will comply with the environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, 42 U.S.C. 300f-300j-27, regarding the protection of underground water sources;

(dd) It will comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Property Acquisition Policies Act of 1970, 42 U.S.C. 4621-4638, which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or Federally assisted programs;

(ee) It will comply with the Wild and Scenic Rivers Act of 1968, 16 U.S.C. 1271-1287, related to protecting components or potential components of the national wild and scenic rivers system;

(ff) It will comply with the following Executive Orders: EO 11514 (NEPA); EO 11738 (violating facilities); EO 11988 (Floodplain Management); EO 11990 (Wetlands); and EO 12898 (Environmental Justice);

(gg) It will comply with the Coastal Barrier Resources Act of 1977, 16 U.S.C. 3501-3510;

(hh) It will assure project consistency with the approved State program developed under the Coastal Zone Management Act of 1972, 16 U.S.C. 1451-14674; and

(ii) It will comply with the Fish and Wildlife Coordination Act of 1958, 16 U.S.C. 661-668.

(jj) With respect to demolition activities, it will:

(1) Create and make available documentation sufficient to demonstrate that the Sub-recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement.

(2) Return the property to its natural state as though no improvements had ever been contained thereon.

(3) Furnish documentation of all qualified personnel, licenses and all equipment necessary to inspect buildings located in the Sub-recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection and the County Health Department.

(4) Provide documentation of the inspection results for each structure to indicate:
   a. Safety Hazard Present
   b. Health Hazards Present
   c. Hazardous Materials Present

(5) Provide supervision over contractors or employees employed by the Sub-recipient to remove asbestos and lead from demolished or otherwise applicable structures.

(6) Leave the demolished site clean, level and free of debris.

(7) Notify the Division promptly of any unusual existing condition which hampers the contractor's work.

(8) Obtain all required permits.

(9) Provide addresses and marked maps for each site where water wells and septic tanks are to be closed along with the number of wells and septic tanks located on each site. Provide documentation of closures.

(10) Comply with 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 (Public Law 94-163).

(11) Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act (42 U.S.C. 1857), Section 508 of the Clean Water Act (33 U.S.C. 1251-1388), Executive Order 11738, and the U.S. Environmental Protection Agency regulations (40 C.F.R., Part 15 and 61). This clause shall be added to any subcontracts.

(12) Provide documentation of public notices for demolition activities.

Attachment D

REQUEST FOR ADVANCE OR REIMBURSEMENT
OF HAZARD MITIGATION ASSISTANCE PROGRAM FUNDS

SUB-RECIPIENT: City of Bradenton

REMIT ADDRESS: 888 13th Ave E

CITY: Bradenton STATE: Florida ZIP CODE: 34208

PROJECT TYPE: Stormwater Master Plan PROJECT #: 4673-305-P83

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1518

BUDGET: _____ FEDERAL SHARE: _____ LOCAL: _____

ADVANCED RECEIVED: _____ N/A _____ AMOUNT: _____ SETTLED? _____

Invoice Period: _____ through _____ Payment No: _____

Total of Previous Payments to Date: _____ (Federal)
Total of Previous SRMC to Date: (SRMC Federal)
Total Federal to Date: _____ (Total Federal Paid)

Eligible Amount 100% (Current Request)	Obligated Federal Amount 75.00%	Obligated Local Non-Federal 25.00%	**Division Use Only**	
			Approved	Comments

TOTAL CURRENT REQUEST: $ _____

By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812.

SUB-RECIPIENT SIGNATURE: _____

NAME: _____ TITLE: _____ DATE: _____

TO BE COMPLETED BY THE DIVISION

APPROVED PROJECT TOTAL $ _____

APPROVED SRMC TOTAL: $ _____

APPROVED FOR PAYMENT $ _____

_____
DIVISION DIRECTOR

_____
DATE

Attachment D (cont.)
SUMMARY OF DOCUMENTATION IN SUPPORT OF AMOUNT CLAIMED FOR ELIGIBLE DISASTER WORK UNDER THE HAZARD MITIGATION ASSISTANCE PROGRAM

SUB-RECIPIENT: City of Bradenton PAYMENT #:

PROJECT TYPE: Stormwater Master Plan PROJECT #: 4673-305-P83

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1518

	REF NO[2]	DATE[3]	DOCUMENTATION [4]	*(Check) AMOUNT*	ELIGIBLE COSTS (100%)
1					
2					
3					
4					
5					
6					
7					
8					
This payment represents % completion of the project.				***TOTAL***	

[2] Recipient's internal reference number (e.g., Invoice, Receipt, Warrant, Voucher, Claim Check, or Schedule #)
[3] Date of delivery of articles, completion of work or performance services. (per document)
[4] List Documentation (Recipient's payroll, material out of recipient's stock, recipient owned equipment and name of vendor or contractor) by category (Materials, Labor, Fees) and line item in the approved project line item budget. Provide a brief description of the articles or services. List service dates per each invoice.

Attachment E
JUSTIFICATION OF ADVANCE PAYMENT

SUB-RECIPIENT: CITY OF BRADENTON

If you are requesting an advance, indicate same by checking the box below.

[ ] **ADVANCE REQUESTED**

Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay staff, award benefits to clients, duplicate forms and purchase start-up supplies and equipment. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below. PLEASE NOTE: Calculate your estimated expenses at 100% of your expected needs for ninety (90) days. Submit Attachment D with the cost share breakdown along with Attachment E and all supporting documentation.

ESTIMATED EXPENSES

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	**20___-20___ Anticipated Expenditures for First Three Months of Contract**
For example ADMINISTRATIVE COSTS (Include Secondary Administration.)	
For example PROGRAM EXPENSES	
TOTAL EXPENSES	

LINE ITEM JUSTIFICATION **(For each line item, provide a detailed justification explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance will be expended within the first ninety (90) days of the contract term. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term as evidenced by copies of invoices and cancelled checks as required by the Budget and Scope of work showing 100% of expenditures for the 90 day period shall be returned to the Division Cashier, 2489 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance.**

Attachment F

QUARTERLY REPORT FORM

***Instructions**: Complete and submit this form to State Project Manager within15-days after each quarter:*

SUB-RECIPIENT: City of Bradenton **PROJECT #:** 4673-305-P83

PROJECT TYPE: Stormwater Master Plan **CONTRACT #:** H1518

PROGRAM: Hazard Mitigation Grant Program **QUARTER ENDING:** _____

Advance Payment Information:
Advance Received ☐ N/A ☐ Amount: $ _____ Advance Settled? Yes ☐ No ☐

Financial Amount to Date:
Sub-Recipient Total Project Expenditures to date (federal & local): $

Target Dates (State Agreement):
Contract Execution Date: _____ Contract Expiration Date: _____
Date Deliverables Submitted: _____ Closeout Requested Date: _____

Describe **Milestones** achieved during this quarter:

Project Proceeding on **Schedule**? ☐ Yes ☐ No (*If No, Describe under **Issues** below)*

Percentage of Milestones completed to Date: _____%

Describe Activities - Milestones completed this quarter only:

Schedule of the Milestones-Activities:

Milestone	**Dates** (estimated)
State Contracting	
Closeout Compliance	
Estimated Project Completion Date:	

Issues or circumstances affecting completion date, milestones, scope of work, and/or cost:

Cost Status: ☐ Cost Unchanged ☐ Under Budget ☐ Over Budget

Cost / Financial **Comments:**

NOTE: Events may occur between quarterly reports, which have significant impact upon your project(s), such as anticipated overruns, changes in scope of work, extensions. Contact the Division as soon as these conditions are known, otherwise you could be non-compliant with your sub-grant award.

Sub-Recipient Contract Representative (POC): _____

Signature: _____ Phone: _____

~ To be completed by Florida Division of Emergency Management Project Manager ~

Project Manager Statement: ☐ *No Action Required, OR*

☐ *Action Required:* _____

_____

PM Percentage of Activates competed per PM Review QR Milestones Spreadsheet: ____%

Date Reviewed: _____ *Reviewer:* _____ *Project Manager*

Attachment G

Warranties and Representations

Financial Management

The Sub-Recipient's financial management system must comply with 2 C.F.R. §200.302.

Procurements

Any procurement undertaken with funds authorized by this Agreement must comply with the requirements of 2 C.F.R. §200, Part D—Post Federal Award Requirements—Procurement Standards (2 C.F.R. §§200.317 through 200.327).

Business Hours

The Sub-Recipient shall have its offices open for business, with the entrance door open to the public, and at least one employee on site, from: **8:00 AM - 5:00 PM, Monday Thru Friday, as applicable.**

Licensing and Permitting

All subcontractors or employees hired by the Sub-Recipient shall have all current licenses and permits required for all of the particular work for which they are hired by the Sub-Recipient.

Attachment H

Certification Regarding
Debarment, Suspension, Ineligibility
And Voluntary Exclusion

Subcontractor Covered Transactions

The prospective subcontractor, _____, of the Sub-Recipient certifies, by submission of this document, that neither it, its principals, nor affiliates are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this transaction by any Federal department or agency.

SUBCONTRACTOR

_____

By: _____
Signature

_____
Name and Title

_____
Street Address

_____
City, State, Zip

_____
Date

City of Bradenton
Sub-Recipient's Name

H1518
DEM Contract Number

4673-305-P83
FEMA Project Number

Attachment I

Federal Funding Accountability and Transparency Act

Instructions and Worksheet

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on federal awards (federal assistance and expenditures) be made available to the public via a single, searchable website, which is http://www.usaspending.gov/.

The FFATA Sub-award Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier sub-awards that obligate $25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a sub-award (Agreement) that obligates $25,000 or more in federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PROJECT #: 4673-305-P83

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: $ 225,000.00

OBLIGATION/ACTION DATE: March 11, 2026

SUBAWARD DATE (if applicable): _____

UEID/SAM#: P3FLJ98L86V8

UEID/SAM# +4: _____

*If your company or organization does not have a UEID/SAM number, you will need to obtain one from https://sam.gov/content/entity-registrationThe process to request a UEID/SAM number takes about ten minutes and is free of charge.

BUSINESS NAME: _____

DBA NAME (IF APPLICABLE): _____

PRINCIPAL PLACE OF BUSINESS ADDRESS: _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

PARENT COMPANY UEID/SAM# (if applicable): _____

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#): _____

DESCRIPTION OF PROJECT (Up to 4000 Characters)

The Scope of Work for this Hazard Mitigation Grant Program (HMGP) Watershed Planning Program project, the Division shall coordinate with eligible Florida entities (Sub-Recipients) to produce a Stormwater Master Plan (SWMP). This project is preceded by the Watershed Master Plan Pilot Program, with Stormwater Master Plans being encompassed in the second round of funding.

The purpose of a Stormwater Master Plan (SWMP) is to assist the Sub-Recipient assess and prioritize both existing and potential stormwater issues. The SWMP shall outline recommendations for future improvements including conceptual designs and alternative solutions, to effectively manage water quantity and quality. This project intent is to promote flood resiliency by the development and implementation of the SWMPs.

This project shall result in the development of Stormwater Master Plans (SWMPs) for National Flood Insurance Program (NFIP) participating communities throughout Florida. The plan shall be conducted and developed in accordance with FEMA's standard practices for mitigation planning, ensuring maximum public engagement throughout the process.

The Sub-Recipient shall finalize the process by submitting a signed letter from their applicable county's Local Mitigation Strategy (LMS) Chairperson attesting that the Stormwater Master Plan shall be adopted in the Sub-Recipient's next LMS update.

Guidance materials produced in the WMP Pilot Program can be found at: https://www.floridadisaster.org/dem/mitigation/watershed-planning/.

Verify the approved project description above, if there is any discrepancy, please contact the project manager.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS): _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide) receive (a) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 C.F.R. 170.320; , (b) $25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

   Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?

   Yes ☐ No ☐

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at http//www.sec.gov/answers/execomp.htm. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No" FFATA reporting is required. Provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 C.F.R. Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	**Name (Last, First, MI)**	**Title**	**Total Compensation for Most Recently Completed Fiscal Year**
1			
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: _____

DATE: _____

Attachment J

Mandatory Contract Provisions

Provisions:

Any contract or subcontract funded by this Agreement must contain the applicable provisions outlined in Appendix II to 2 C.F.R. Part 200. It is the responsibility of the sub-recipient to include the required provisions. The following is a list of sample provisions from Appendix II to 2 C.F.R. Part 200 that may be required:[1]

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. Part 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. Part, 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. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) 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. Part 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 the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 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 Sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or

[1] For example, the Davis-Bacon Act is not applicable to other FEMA grant and cooperative agreement programs, including the Public Assistance Program or Hazard Mitigation Grant Program; however, sub-recipient may include the provision in its subcontracts.

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.

(E) 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. Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) 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 Sub-recipient 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 Sub-recipient must comply with the requirements of 37 C.F.R. Part 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.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires 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).

(H) 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 governmentwide Excluded Parties List System 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. Part 1986 Comp., p. 189) and 12689 (3 C.F.R. Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM 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.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of $100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not 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. Each tier must also 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.

(J) See 2 C.F.R, § 200.323 Procurement of recovered materials.

(K) See 2 C.F.R, §200.216 Prohibition on certain telecommunication and video surveillance services or equipment.

(L) See 2 C.F.R, §200.322 Domestic preferences for procurements

(Appendix II to Part 200, Revised Eff. 11/12/2020).

FEMA created the 2019 PDAT Contract Provisions Template to assist non-Federal entities. It is *available at* https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf.

Please note that the sub-recipient alone is responsible for ensuring that all language included in its contracts meets the requirements of 2 C.F.R. § 200.327 and 2 C.F.R. Part 200, Appendix II.

Attachment K

Certification Regarding Lobbying

Check the appropriate box:

☐ This Certification Regarding Lobbying is required because the Contract, Grant, Loan, or Cooperative Agreement will exceed $100,000 pursuant to 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

☐ This Certification is not required because the Contract, Grant, Loan, or Cooperative Agreement will be less than $100,000.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Sub-Recipient or subcontractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

_____
Signature of Sub-Recipient/subcontractor's Authorized Official

_____
Name and Title of Sub-Recipient/subcontractor's Authorized Official

_____
Date

Attachment L

Florida Accountability Contract Tracking System (FACTS)
Requirements for Non-profit Organizations Under Section 216.1366, Florida Statutes
Instructions and Worksheet

CONTRACT DOCUMENTATION REQUIREMENTS

Section 216.1366, F.S., amended in 2023, establishes new documentation requirements for any contract for services executed, amended, or extended on or after July 1, 2023, with non-profit organizations as defined in s. 215.97 (2)(m). F.S. The contract must require the contractor to provide documentation that indicates the amount of state funds:

- Allocated to be used during the full term of the contract for remuneration to any member of the board of directors or an officer of the contractor.
- Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the contractor. The documentation must indicate the amounts and recipients of the remuneration.

Such information must be included in the contract tracking system maintained pursuant to s. 215.985 F.S. and must be posted on the contractor's website if the contractor maintains a website.

• As used in this subsection, the term:

o "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.

o "Remuneration" means all compensation earned by or awarded to personnel, whether paid or accrued, regardless of contingency, including bonuses, accrued paid time off, severance payments, incentive payments, contributions to a retirement plan, or in-kind payments, reimbursements, or allowances for moving expenses, vehicles and other transportation, telephone services, medical services, housing, and meals.

o "State funds" means funds paid from the General Revenue Fund or any state trust fund, funds allocated by the Federal Government and distributed by the state, or funds appropriated by the state for distribution through any grant program. The term does not include funds used for the state Medicaid program.

Note: This "Instructions and Worksheet" is meant to explain the requirements of the Section 216.1366, F.S., amended in 2023, and give clarity to the attached form distributed to recipients and sub-recipients for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

NON-PROFIT ORGANIZATION REMUNERATION INFORMATION

1. Is your business or organization a non-profit organization as defined in s. 215.97 (2)(m). F.S.?
Yes ☐ No ☐

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Will state funds be used as remuneration to any member of the board of directors or an officer in your business or organization?
Yes ☐ No ☐

If the answer to Question 2 is "Yes," provide the information required in the "Total Compensation Paid to Non-Profit Personnel Using State Funds" form below. A separate form should be completed for each member of the board of directors or officer being compensated using state funds. If the answer to Question 2 is "No", move to the signature block below to complete the certification and submittal process.

Total Compensation Paid to Non-Profit Personnel Using State Funds

Name:		
Title:		
Agency Agreement/Contract #		
Total Contract Amount		
Contract Term:		
Line Item Budget Category	**Total Amount Paid**	**Amount Paid from State Funds**
Salaries		
Fringe Benefits		
Bonuses		
Accrued Paid Time Off		
Severance Payments		
Retirement Contributions		
In-Kind Payments		
Incentive Payments		
Reimbursements/Allowances		
Moving Expenses		
Transportation Costs		
Telephone Services		
Medical Services Costs		
Housing Costs		
Meals		

CERTIFICATION: I certify that the amounts listed above are true and accurate and in accordance with the approved budget.

Name:	
Signature:	
Title:	
Date:	

ATTACHMENT M

FOREIGN COUNTRY OF CONCERN AFFIDAVIT –
PERSONAL IDENTIFYING INFORMATION CONTRACT

Section 287.138, Florida Statutes, prohibits a Florida "Governmental entity"[2] from entering into or extending contracts with any other entity whereby such a contract, or extension thereof, could grant the other entity access to an individual's personal identifying information if that entity is associated with a "Foreign Country of Concern."[3] Specifically, section 287.138(2), Florida Statutes, prohibits such contracts with any entity that is owned by the government of a Foreign Country of Concern, any entity in which the government of a Foreign Country of Concern has a "controlling interest,"[4] and any entity organized under the laws of or which has its principal place of business in a Foreign Country of Concern.

As the person authorized to sign on behalf of Respondent, I hereby attest that the company identified above in the section entitled "Respondent Vendor Name" is not an entity owned by the government of a Foreign Country of Concern, no government of a Foreign Country of Concern has a controlling interest in the entity, and the entity has not been organized under the laws of or has its principal place of business in a Foreign Country of Concern.

I understand that pursuant to section 287.138, Florida Statutes, I am submitting this affidavit under penalty of perjury.

Respondent Vendor Name: _____

Vendor FEIN: _____

Vendor's Authorized Representative Name and Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____

Email Address: _____

Certified By: _____
AUTHORIZED SIGNATURE

Print Name and Title: _____

Date: _____

[2] As defined in Section 287.138 (1)(d), Florida Statutes.
[3] As defined in Section 287.138 (1)(c), Florida Statutes.
[4] As defined in Section 287.138 (1)(a), Florida Statutes.

AGENDA ITEM NO. 6.I

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: September 9, 2026

SUBMITTED BY: David Lindsey, Public Works & Utilities

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Florida Department of Transportation (FDOT) Supplemental Agreement No. 1 to the Local Agency Program (LAP) Agreement for Southern Parkway

SUGGESTED ACTION: Council approval of Supplemental Agreement No. 1 to the Local Agency Program (LAP) Agreement for the Southern Parkway Trail and Streetscape Project and authorization for the Mayor to sign on behalf of the City.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:

The City previously entered into a Local Agency Program (LAP) Agreement with the Florida Department of Transportation (FDOT) for the Southern Parkway Trail and Streetscape Project. Supplemental Agreement No. 1 adds $77,836 in federal funding for Construction Engineering and Inspection (CEI) services, increasing the total project funding from $926,416 to $1,004,252. The City’s local contribution remains unchanged at $12,000.

The City had originally planned to use an existing LAP Continuing Services Contract for the CEI work; however, that contract expired before the City could use it. As a result, the CEI funding was reprogrammed and the City will now competitively procure the CEI services in accordance with LAP requirements.

FINANCIAL IMPACT:
The supplemental agreement provides an additional $77,836 in federal funding administered through FDOT for CEI services. The City's local contribution remains unchanged at $12,000.

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

SUGGESTED MOTION:
Motion to approve Supplemental Agreement No. 1 to the LAP Agreement for the Southern Parkway Trail and Streetscape Project and authorize the Mayor to execute the agreement on behalf of the City.

ATTACHMENTS:
Supplemental Agreement No. 1 to the LAP Agreement

Docusign Envelope ID: 173037D6-959E-428F-9EF7-A6A544F6BFE2

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

LOCAL AGENCY PROGRAM
SUPPLEMENTAL AGREEMENT

SUPPLEMENTAL NO. 1	FEDERAL ID NO. (FAIN) D123-100-B
CONTRACT NO. G3719	FEDERAL AWARD DATE 10/24/2024
FPN 438992-1-68-01	RECIPIENT UNIQUE ENTITY ID SAM NO. P3FLJ98L86V8

Recipient, City of Bradenton, desires to supplement the original Agreement entered into and executed on 10/24/2024 as identified above. All provisions in the original Agreement and supplements, if any, remain in effect except as expressly modified by this supplement.

The changes to the Agreement and supplements, if any, are described as follows:

PROJECT DESCRIPTION

Name SOUTHERN PARKWAY WEST FROM 43RD STREET WEST TO 26TH STREET WEST
Length 0.001

Termini SIDEWALK

Description of Work:
The consists of adding a 10-foot concrete sidewalk to fill gaps, a narrow arrow center median to accommodate bike lane, bike lane buffer, on street parking and travel lane in both directions within the roadway on Southern Parkway W from 43rd St W to 26th St. W.

Reason for Supplement and supporting engineering and/or cost analysis:
The agency originally requested to utilize the LAP Continuing Services Contract for CEI, the continuing service contract reached the end of the of the contract term before the agency could utilize the contract and the funds were programmed from phase 62 to phase 68, causing the agency to need to solicit the contract utilizing the competitive method.

Docusign Envelope ID: 173037D6-959E-428F-9EF7-A6A544F6BFE2

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

LOCAL AGENCY PROGRAM
SUPPLEMENTAL AGREEMENT
ADJUSTED EXHIBIT "B" SCHEDULE OF FINANCIAL ASSISTANCE

RECIPIENT NAME & BILLING ADDRESS: City of Bradenton
1411 9th St. W
Bradenton, FL 34205

FINANCIAL PROJECT NUMBER: 438992-1-68-01

PHASE OF WORK By Fiscal Year	FUNDING					
	(1) PREVIOUS TOTAL PROJECT FUNDS	(2) ADDITIONAL PROJECT FUNDS	(3) CURRENT TOTAL PROJECT FUNDS	(4) TOTAL LOCAL FUNDS	(5) TOTAL STATE FUNDS	(6) TOTAL FEDERAL FUNDS
Design						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
Total Design Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Right-of-Way						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
Total Right-of-Way Cost	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
Construction						
FY: 2025 (TALU)	$914,416.00		$914,416.00			$914,416.00
FY: 2025 (LF)	$12,000.00		$12,000.00	$12,000.00		
FY: (Insert Program Name)						
Total Construction Cost	$926,416.00	$ 0.00	$926,416.00	$12,000.00	$ 0.00	$914,416.00
Construction Engineering and Inspection (CEI)						
FY: 2027 (SU)		$77,836.00	$77,836.00			$77,836.00
FY: (Insert Program Name)						
FY: (Insert Program Name)						
Total CEI Cost	$ 0.00	$77,836.00	$77,836.00	$ 0.00	$ 0.00	$77,836.00
(Insert Phase)						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
FY: (Insert Program Name)						
Total Phase Costs	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00	$ 0.00
TOTAL COST OF THE PROJECT	$926,416.00	$77,836.00	$1,004,252.00	$12,000.00	$ 0.00	$992,252.00

COST ANALYSIS CERTIFICATION AS REQUIRED BY SECTION 216.3475, FLORIDA STATUTES:
I certify that the cost for each line item budget category has been evaluated and determined to be allowable, reasonable, and necessary as required by Section 216.3475, F.S. Documentation is on file evidencing the methodology used and the conclusions reached.

Marquis Daymon

Digitally signed by: Marquis Daymon
DN: CN = Marquis Daymon email = Marquis.daymon@dot.state.fl.us C = US O = FDOT OU = Local Programs
Date: 2026.08.18 08:24:16 -04'00'

Marquis Daymon
District Grant Manager Name

Signature

Date

Docusign Envelope ID: 173037D6-959E-428F-9EF7-A6A544F6BFE2

IN WITNESS WHEREOF, the parties have executed this Agreement on the date last ascribed herein.

RECIPIENT City of Bradenton

By:_____
Name:
Title:

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By:_____
Name:
Title:

Date:_____

Legal Review:

DS
DC

_____

AGENDA ITEM NO. 6.m

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: September 9, 2026

SUBMITTED BY: Nicholas Toth, Purchasing

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Construction Contract for the Love Park Renovation Project with Bandes Construction Company, Inc.

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
On July 14, 2026, the City of Bradenton advertised Invitation for Bid-Construction (IFB-C) 26-036NT to select a contractor for the Love Park Renovation project. 10 contractors submitted a bid. The Engineer of Record Applied Sciences evaluated the lowest responsive bidder and found Bandes Construction Company, Inc. qualified to perform the necessary services. Purchasing is now bringing forward the resulting contract for execution.

FINANCIAL IMPACT:
Funded by GL account (13155250 Central CRA - 563000 Improvements - Capital Outlay)

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

SUGGESTED MOTION:
Motion to approve the Construction Contract for the Love Park Renovation Project with Bandes Construction Company, Inc.

ATTACHMENTS:

Construction Contract with Bandes Construction Company, Inc.

CONSTRUCTION CONTRACT

Contract for **Love Park Renovation, ITB# 26-036NT**

This 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 (hereinafter, the "City"), and **Bandes Construction Company, Inc.,** a Florida Corporation (hereinafter, the "Contractor").

WITNESSETH:

WHEREAS, the City required the services of a contractor to provide construction services for Love Park Renovation.

WHEREAS, the City issued Invitation for Bids Construction ("IFBC") #26-036NT on July 14, 2026 (the "Solicitation"); and

WHEREAS, the City evaluated the responses received and found the Contractor qualified to perform the necessary services; and

WHEREAS, the City approved a Notice of Recommended Award on August 19, 2026; 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 Contractor, in consideration of the mutual covenants contained herein, the receipt and sufficiency of which is hereby acknowledged, do agree as follows:

I. **Construction Materials, Services, and Labor:** Contractor shall furnish all the labor, services and materials for the construction of **Love Park Renovation IFBC #26-036NT** (the "Work"). All work and labor shall be done in accordance with the Contract Documents, as listed in Article III.

II. **Contract Price:** In consideration of the work, labor, services and materials to be furnished by the Contractor, in accordance with said plans and specifications, the City agrees to pay to the Contractor, upon the completion and acceptance thereof by the City, or its duly authorized agent, the total contract price of **One Million Seven Hundred Sixty-Nine Thousand Eight Hundred and Two Dollars and Twenty Nine Cents ($1,769,802.29).** The total contract price includes a 10% contingency amount for unanticipated work within the scope of the project and may only be authorized at the discretion of the City's Administrative Agent.

III. **Contract Documents:** The contract documents, which comprise the entire Contract between City and Contractor, and which are made a part hereof by this reference, consist of the following:

1. Contract and any addenda;
2. City of Bradenton General Terms and Conditions of Solicitations ("Terms and Conditions");
3. Supplemental Conditions;
4. General Conditions of the Construction Contract;
5. Solicitation, and any addenda;

6. Bid Form; and
7. Love Park Renovation Plans and Specifications, as dated June 2026.

(collectively, the "Contract Documents"). If a conflict arises between the Contract Documents, the order of precedence shall be the order in which the documents are listed above.

IV. **Performance and Payment Bond:** The Contractor shall furnish to the City, prior to the commencement of operations hereunder, a Performance and Payment Bond executed by the Contractor, and a surety company authorized to do business in the State of Florida, in an amount no less than the contract price herein, which bond shall be conditioned upon the successful completion of all work, labor, services, and materials to be provided and furnished hereunder, and the payment of all subcontractors, materialmen, and laborers. The City will only accept a Performance and Payment Bond from a surety with an A.M. Best rating of 'A-' (Excellent) or better for Bids requiring bonds of $500,000.00 or greater, or 'B+' (Very Good) or better for Bids requiring a bond of less than $500,000.00. Said bond shall be in a form acceptable to the City Attorney. In accordance with Section 255.05, F.S., the City may not make a payment to the Contractor until the Contractor has provided the City a certified copy of the recorded bond.

V. **Insurance:** Contractor shall procure and maintain insurance as specified in the Terms and Conditions.

VI. **Contractor's Affidavit:** When all work contemplated by the Contract has been completed, inspected, and approved by the City or its duly authorized agent, the Contractor shall furnish to the City the Contractor's affidavit in a form approved by the City. Release(s) of Lien may also be required by the City.

VII. **Payment:** Upon certification and approval by the City or its duly authorized agent, monthly payments may be made to the Contractor upon its application for all services or work completed or materials furnished in accordance with the Contract, excluding five percent (5%) retainage. Prior to substantial completion, monthly payments shall be made on the value of materials furnished or services and work completed up to the time of said application. Retainage may be reduced by the City upon issuance of the Certificate of Substantial Completion if, in the sole opinion of the City, sufficient progress on the schedule has been accomplished, all Notices of Lien have been resolved, and the City has retained adequate retainage for the final completion of the Project and all estimated liquidated damages. The City shall inform the Contractor's Surety of any reduction in retainage. The Contractor must update each new pay request in accordance with any changes made to the previous submittal. Final payment shall be made after approval by the City or its duly authorized agent of all Work, materials or services required under this Contract.

1. Monthly pay requests shall be submitted each month on the anniversary date of the Notice to Proceed.
2. Monthly pay requests for less than $200.00 are not acceptable and will not be processed, except for a final pay request.

VIII. **Non-Appropriations:** The City's performance and obligation to pay under this Contract is contingent upon an appropriation of lawfully available funds by the City Council. The City

shall promptly notify the Contractor if the necessary appropriation is not made.

IX. **Time of the Essence**: The City and Contractor recognize and agree that time is of the essence, and that the City will suffer financial or other losses if the Work is not completed within the agreed timeframes set forth in this Contract, plus any extensions permitted hereunder.

X. **Time for Performance:** The Contractor specifically agrees that the Contract Times shall begin on the date on which both the Project Purchase Order and the Notice to Proceed have been issued (the "Commencement Date"). Contractor also agrees no work will begin prior to the Commencement Date. The Work shall be completed to substantial completion in not more than **One Hundred Eighty (180)** calendar days after the Commencement Date ("Substantial Completion"), and shall be completed and ready for final payment within **Two Hundred Ten (210)** calendar days after the Commencement Date ("Final Completion"), subject only to delays caused through no fault of the Contractor or event of force majeure. The term "Contract Times" shall collectively refer to the timeframes described herein for Substantial Completion and Final Completion.

XI. **Liability of the Contractor:** 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.

Pursuant to §725.06(2), F.S. the Contractor shall indemnify and hold harmless the City of Bradenton, including its officers, employees, directors, and agents, from liabilities, damages, losses, and costs, including but not limited to reasonable attorney's fees to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the Contractor and persons employed or utilized by the Contractor in the performance of the Contract. This Section XI will survive the completion or termination of the Contract.

XII. **Changes:** No changes to this Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by the parties hereto. In the event of any disagreement as to the provisions of this Contract with the Plans and Specifications that are made a part hereof by reference, the Contract shall control.

XIII. **Liquidated Damages:** The parties to this Contract agree that a precise determination of actual damages which would be incurred by the City if the Work is not completed in accordance with the Contract Times set forth in Section X herein , aside from the additional cost of inspection and supervision thereof, would be difficult to ascertain. Accordingly, the parties to the Contract agree that as liquidated damages (but not as a penalty), Contractor shall pay City **Five Hundred Dollars ($500.00)** for each day, including Saturdays, Sundays, and legal holidays, that expires after the date of Substantial Completion specified in Section X of this Contract until the Work is Substantially Complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by City, Contractor shall pay City **(25% OF LIQUIDATED DAMAGES)** for each day, including Saturdays, Sundays, and legal holidays, that expires after the time specified in Section X for Completion and readiness for final payment until the Work is completed and ready for final payment. The parties

specifically agree that the liquidated damages provided for herein do not constitute a penalty. Furthermore, since the additional cost of inspection and supervision arising from a delay is not difficult to ascertain, it is agreed that the Contractor shall pay, in addition to the liquidated damages provided for herein, all expenses for inspection and supervision occasioned by the failure of the Contractor to complete the Work within the Contract Times described in Section X of this Contract. The amount(s) of liquidated damages together with the additional costs for inspection and supervision occasioned by the Contractor's delay may be deducted and retained out of the monies payable to the Contractor at the sole option of the City. If not so deducted, or if not deducted in their entirety, the Contractor and sureties for the Contractor shall be liable for such liquidated damages not deducted from the monies payable to Contractor.

XIV. **Contractor's Representations:** Contractor makes the following representations:

1. Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, locality, all local conditions, and federal, state, and local laws, ordinances, rules, and regulations that in any manner may affect cost, progress, or performance of the Work.
2. Contractor has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site or otherwise affecting cost, progress, or performance of the Work, and no additional examinations, investigations, tests, reports, or similar data are or will be required by the Contractor for such purposes.
3. Contractor has given City written notice of all conflicts, errors, or discrepancies that it has discovered in the contract documents and the written resolution thereof by Engineer is acceptable to the Contractor.
4. Contractor declares that submission of a bid for the Work constitutes an incontrovertible representation that the Contractor has complied with every requirement of this Section, and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.
5. Equal Opportunity: The Contractor assures that no person shall be discriminated against on the grounds of race, color, creed, national origin, handicap, age or sex, in any activity under this Contract.

XV. **Responsibilities of the Contractor**

1. The personnel assigned by the Contractor to perform the Work, or any portion thereof, 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.
2. 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.
3. 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.

4. 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.

5. The Contractor shall comply with all federal, state, and local laws, regulations, and ordinances, applicable to the Work or payment for such Work, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of the Work under this Contract.

6. The Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the Work 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 Work.

7. 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.

8. 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.

XVI. **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 a Force Majeure Event, or as otherwise defined herein. A "Force Majeure Event" shall mean an act of war, domestic and/or international terrorism, civil riots or rebellions, quarantines, pandemics, epidemics, public health emergencies, or extraordinary elements of nature or acts of God, provided that such Force Majeure Event is beyond the Contractor's reasonable control, occurs without the Contractor's fault or negligence, is not caused directly or indirectly by the Contractor, and could not have been prevented or avoided by the Contractor's reasonable diligence. Notwithstanding the foregoing, unless agreed to in writing by the City, any delay that the City, in its sole discretion, deems excessive will be grounds for termination by the City if such delay is not cured within ten (10) calendar days of Contractor's receipt of written notice of the City's intent to terminate.

XVII. **Entire Contract:** These Contract Documents constitute the entire understanding and agreement between the parties and supersede any and all written or oral representations, statements, negotiations, or contracts previously existing between the parties with respect to the subject matters of this Contract. The Contractor recognizes that any representations, statements, or negotiations made by City staff do not suffice to legally bind the City in a

contractual relationship unless they have been reduced to writing and signed by an authorized City representative. This Contract shall inure to the benefit of and be binding upon the parties, their respective assigns, and successors in interest.

XVIII. Notice Provision: Any notice or other communications concerning material changes to the Contract shall be sent via certified U.S. mail, return receipt requested, postage prepaid to the relevant address listed below.

Contract clarifications or questions regarding the interpretation of plans and/or specifications not involving: (a) any contract claim and/or dispute, (b) questions of time not involving extension, delay, or reduction of time, (c) monetary or compensatory issues, (d) fully executed Change Orders and/or (e) material changes to the Contract, shall be sufficiently given if delivered personally or sent via U.S. mail, postage prepaid, addressed as follows.

Contractor's Representative:		City's Administrative Agent:	
Name:	Scott Currens	Name:	Christopher Munyon
Title:	Managing Director- Southwest Florida	Title:	Assistant Director (CRA)
Address:	1111 9th Avenue West, Suite A	Address:	101 Old Main Street
	Bradenton, FL 34205		Bradenton, FL 34205
Telephone:	Office: 941-422-0770	Telephone:	941-932-9488
	Mobile: 941-376-4049		
E-Mail:	Scott.currens@bandesconstruction.com	E-Mail:	Chistopher.munyon@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

XIX. Termination:

1. The City shall have the right at any time upon thirty (30) calendar days' written notice to the Contractor to terminate this Contract for convenience. 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.
2. 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.
   A. 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.

B. 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.

3. 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 XIX.1 above.

4. 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.

5. 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 XIX.4. 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.

6. The Contractor shall have the right to terminate this Contract 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.

7. 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.

8. 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:

   A. The quality of a portion, or all, of the Contractor's work not performed in accordance with the requirements of this Contract;

   B. The quantity of the Contractor's Work not delivered or performed as represented in the Contractor's Payment Request, or otherwise;

   C. Claims made, or likely to be made, against the City or its property;

   D. Damages to the City or a third party caused by the Contractor;

   E. The Contractor's failure or refusal to perform any obligation under this Contract.

XX. **Public Entity Crimes.** 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. It is required that the attached Public Entity form be signed and returned.

XXI. **Scrutinized Companies.** Pursuant to section 287.135, Florida Statutes, 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.

XXII. **Human Trafficking Affidavit.** Contractor shall provide the City with the no-coercion affidavit required by section 787.06(14), Florida Statutes, in the form provided by the City.

XXIII. **Waivers:** Failures or waivers to insist on strict performance of any covenant, condition, or provision of this Contract by the parties, their successors or assigns shall not be deemed a waiver of any of its rights or remedies, nor shall it relieve the other party from performing any subsequent obligations strictly in accordance with the terms of this Contract.

XXIV. **Modifications:** This Contract may be modified only by instrument in writing and signed by the parties hereto as aforesaid.

XXV. **Counterparts:** This Contract may be executed in any number of counterparts, any one of which may be taken as an original.

XXVI. **No Third-Party Rights:** The parties hereto do not intend, nor shall this Contract be construed to grant any rights, privileges or interest to any third party.

XXVII. Remedies: The parties hereto agree that remedies for damages or any other remedies provided for herein shall be construed to be cumulative and not exclusive of any other remedy otherwise available under law.

XXVIII. Access to Records: Contractor, its employees and agents including all subcontractors, shall allow access to its records related to this Contract during normal business hours to the City, its employees, and agents.

XXIX. Severability: If any provision of this Contract is found by a court of competent jurisdiction to be in conflict with an applicable statute or ordinance, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict but shall not invalidate any other provision of this Contract.

XXX. Jurisdiction and Venue: The venue for purposes of any legal action founded upon this Contract shall be in the Twelfth Judicial Circuit in and for Manatee County, Florida, which shall have personal jurisdiction over each of the parties to the Contract. This Contract shall be governed by the laws of the State of Florida.

There will be no arbitration on claims allegedly arising under this Contract between the City and the Contractor.

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. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation. The parties agree that in the event of litigation they waive any and all rights to a trial by jury.

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.

XXXI. Stop Work Order:

1. The City's Administrative Agent may at any time, by written order to the Contractor, require the Contractor to stop all or any part 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(s) shall be effective as of the date the Stop Work Order is delivered to the Contractor. Upon receipt of such a 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 before the Stop Work Order expires:
   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 XIX.
2. 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 XIX.1.

The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order.

3. 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.

XXXII. Public Records:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, 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

[Remainder of page intentionally blank.]

IN WITNESS WHEREOF, the parties have executed this Contract as of the date last below written.

Bandes Construction Company, Inc.

By: _____

Its: Vice President
(Title of Authorized Representative)

Date: 08/26/2026

CITY OF BRADENTON

BY: _____
GENE BROWN
Mayor

Date: _____

ATTEST:

By:_____
TAMARA MELTON
City Clerk

Approved as to form:

By:_____
SCOTT E. RUDACILLE
City Attorney

M.E. WILSON

August 26, 2026

Mr. Zachary Bandes
Bandes Construction Company, Inc.
1368 Spalding Road, Suite C
Dunedin, FL 34698

Re: Performance and Payment Bond No. 016253109
City of Bradenton
Love Park Renovation IFBC #26-036NT
Bond Amount: $1,769,802.29

Dear Zachary:

Enclosed you will find four (4) original Public Construction Bonds for the above-referenced project, which we have executed based on the information you provided.

Be sure to affix the bond with the proper signature and seal prior to presenting the bond to the owner.

Florida Statute 255.05(1) requires contractors furnishing Performance and Payment Bonds on public work to record the bonds with the Clerk of Court in the public records of the county where the project is located prior to commencement of the work. We have provided an extra copy of the bond for this purpose.

The statute also requires that the bond you provide to the public Owner be a certified copy of the recorded bond reflecting the Official **Record Book and Page Numbers,** and this must be provided *prior to commencement of construction*. You must request this at the recording office when recording the bond. The Owner is prohibited by statute from making payment to you until you have complied with this requirement. The law also states that a claimant who requests a copy of the bond is to be provided with a copy of the recorded bond.

Please review all bond documents and any attachments and notify us if any changes are needed.

Sincerely,

Anthony T. Papa, Jr.
Senior Vice President

ATP/ep

Enclosures

Public Work
F.S. Chapter 255.05 (1)(a) Cover Page

THIS BOND IS GIVEN TO COMPLY WITH SECTION 255.05 OR SECTION 713.23 FLORIDA STATUTES, AND ANY ACTION INSTITUTED BY A CLAIMANT UNDER THIS BOND FOR PAYMENT MUST BE IN ACCORDANCE WITH THE NOTICE AND TIME LIMITATION PROVISIONS IN SECTION 255.05(2) OR SECTION 713.23 FLORIDA STATUTES.

BOND NO: 016253109

CONTRACTOR NAME: Bandes Construction Company, Inc.

CONTRACTOR ADDRESS: 1368 Spalding Road, Suite C, Dunedin, FL 34698

CONTRACTOR PHONE NO: 727-733-5558

SURETY COMPANY: Liberty Mutual Insurance Company

175 Berkeley Street, Boston, MA 02116

OWNER NAME: City of Bradenton

OWNER ADDRESS: 101 Old Main St., City Hall, Bradenton, FL 34205

OWNER PHONE NO.: 941-932-9400

OBLIGEE NAME: (If contracting entity is different from the owner, the contracting public entity) N/A

OBLIGEE ADDRESS: N/A

OBLIGEE PHONE NO.: N/A

BOND AMOUNT: $1,769,802.29

CONTRACT NO.: (If applicable) ITB# 26-036NT

DESCRIPTION OF WORK: Love Park Renovation

PROJECT LOCATION: 181 11th Ave West, Bradenton, FL 34205

LEGAL DESCRIPTION: (If applicable) Love Park Renovation

181 11th Ave West, Bradenton, FL 34205

FRONT PAGE

All other bond page(s) are deemed subsequent to this page regardless of any page number(s) that may be printed therein.

PERFORMANCE BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (*Name and Address*):
Bandes Construction Company, Inc.
1368 Spalding Road, Suite C
Dunedin, FL 34698

SURETY (*Name, and Address of Principal Place of Business*):
Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

OWNER (*Name and Address*):
City of Bradenton
101 Old Main St.
City Hall
Bradenton, FL 34205

CONTRACT

Effective Date of Agreement: August 19, 2026
Amount: One Million Seven Hundred Sixty-Nine Thousand Eight Hundred and Two Dollars and Twenty Nine Cents ($1,769,802.29)
Description (*Name and Location*): Love Park Renovation IFBC #26-036NT
181 11th Ave West
Bradenton, FL 34205

BOND

Bond Number: 016253109
Date (*Not earlier than Effective Date of Agreement*): August 26, 2026

Amount: One Million Seven Hundred Sixty-Nine Thousand Eight Hundred and Two Dollars and Twenty Nine Cents ($1,769,802.29)
Modifications to this Bond Form: N/A

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL	**SURETY**
Bandes Construction Company, Inc.	Liberty Mutual Insurance Company
_____(Seal)	_____(Seal)
Contractor's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	By: _____
Signature	Signature (Attach Power of Attorney)
Zachary Bandes	Anthony T. Papa, Jr.
Print Name	Print Name
VP Secretary	Attorney-in-Fact and Licensed Florida Resident Agent/A199806
Title	Title
Attest: _____	Attest: _____
Signature	Signature
_____	_____
Title	Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner for the performance of the Contract, which is incorporated herein by reference.

1. If Contractor performs the Contract, Surety and Contractor have no obligation under this Bond, except to participate in conferences as provided in Paragraph 2.1.

2. If there is no Owner Default, Surety's obligation under this Bond shall arise after:
   2.1 Owner has notified Contractor and Surety, at the addresses described in Paragraph 9 below, that Owner is considering declaring a Contractor Default and has requested and attempted to arrange a conference with Contractor and Surety to be held not later than 15 days after receipt of such notice to discuss methods of performing the Contract. If Owner, Contractor, and Surety agree, Contractor shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive Owner's right, if any, subsequently to declare a Contractor Default; and
   2.2 Owner has declared a Contractor Default and formally terminated Contractor's right to complete the Contract. Such Contractor Default shall not be declared earlier than 20 days after Contractor and Surety have received notice as provided in Paragraph 2.1; and
   2.3 Owner has agreed to pay the Balance of the Contract Price to:
      1. Surety in accordance with the terms of the Contract; or
      2. Another contractor selected pursuant to Paragraph 3.3 to perform the Contract.

3. When Owner has satisfied the conditions of Paragraph 2, Surety shall promptly, and at Surety's expense, take one of the following actions:

   3.1 Arrange for Contractor, with consent of Owner, to perform and complete the Contract; or
   3.2 Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
   3.3 Obtain bids or negotiated proposals from qualified contractors acceptable to Owner for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by Owner and contractor selected with Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Contract, and pay to Owner the amount of damages as described in Paragraph 5 in excess of the Balance of the Contract Price incurred by Owner resulting from Contractor Default; or
   3.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:
      1. After investigation, determine the amount for which it may be liable to Owner and, as soon as practicable after the amount is determined, tender payment therefor to Owner; or
      2. Deny liability in whole or in part and notify Owner citing reasons therefor.

4. If Surety does not proceed as provided in Paragraph 3 with reasonable promptness, Surety shall be deemed to be in default on this Bond 15 days after receipt of an additional written notice from Owner to Surety demanding that Surety perform its obligations under this Bond, and Owner shall be entitled to enforce any remedy available to Owner. If Surety proceeds as provided in Paragraph 3.4, and Owner refuses the payment tendered or Surety has denied liability, in whole or in part, without further notice Owner shall be entitled to enforce any remedy available to Owner.

5. After Owner has terminated Contractor's right to complete the Contract, and if Surety elects to act under Paragraph 3.1, 3.2, or 3.3 above, then the responsibilities of Surety to Owner shall not be greater than those of Contractor under the Contract, and the responsibilities of Owner to Surety shall not be greater than those of Owner under the Contract. To the limit of the amount of this Bond, but subject to commitment by Owner of the Balance of the Contract Price to mitigation of costs and damages on the Contract, Surety is obligated without duplication for:

5.1 The responsibilities of Contractor for correction of defective Work and completion of the Contract;
5.2 Additional legal, design professional, and delay costs resulting from Contractor's Default, and resulting from the actions of or failure to act of Surety under Paragraph 3; and
5.3 Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of Contractor.

6. Surety shall not be liable to Owner or others for obligations of Contractor that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than Owner or its heirs, executors, administrators, or successors.

7. Surety hereby waives notice of any change, including changes of time, to Contract or to related subcontracts, purchase orders, and other obligations.

8. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located, and shall be instituted within two years after Contractor Default or within two years after Contractor ceased working or within two years after Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

9. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the address shown on the signature page.

10. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted here from and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

11. Definitions.

11.1 Balance of the Contract Price: The total amount payable by Owner to Contractor under the Contract after all proper adjustments have been made, including allowance to Contractor of any amounts received or to be received by Owner in settlement of insurance or other Claims for damages to which Contractor is entitled, reduced by all valid and proper payments made to or on behalf of Contractor under the Contract.
11.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.
11.3 Contractor Default: Failure of Contractor, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
11.4 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay Contractor as required by the Contract or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – (*Name, Address and Telephone*) Surety Agency or Broker: Owner's Representative (*Engineer or other party*):

PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (*Name and Address*):
Bandes Construction Company, Inc.
1368 Spalding Road, Suite C
Dunedin, FL 34698

SURETY (*Name, and Address of Principal Place of Business*):
Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116

OWNER (*Name and Address*):
City of Bradenton
101 Old Main St.
City Hall
Bradenton, FL 34205

CONTRACT

Effective Date of Agreement: August 19, 2026
Amount: One Million Seven Hundred Sixty-Nine Thousand Eight Hundred and Two Dollars and Twenty Nine Cents ($1,769,802.29)
Description (*Name and Location*): Love Park Renovation IFBC #26-036NT
181 11th Ave West
Bradenton, FL 34205

BOND

Bond Number: 016253109
Date (*Not earlier than Effective Date of Agreement*): August 26, 2026
Amount: One Million Seven Hundred Sixty-Nine Thousand Eight Hundred and Two Dollars and Twenty Nine Cents ($1,769,802.29)
Modifications to this Bond Form: N/A

Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL Bandes Construction Company, Inc.	**SURETY** Liberty Mutual Insurance Company
_____(Seal)	_____(Seal)
Contractor's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	By: _____
Signature	Signature (Attach Power of Attorney)
ZACHARY BANDES	Anthony T. Papa, Jr.
Print Name	Print Name
VICE PRESIDENT	Attorney-in-Fact and Licensed Florida Resident Agent/A199806
Title	Title
Attest: _____	Attest: _____
Signature	Signature
_____	_____
Title	Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to Owner, this obligation shall be null and void if Contractor:

   2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

   2.2 Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.

4. Surety shall have no obligation to Claimants under this Bond until:

   4.1 Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

   4.2 Claimants who do not have a direct contract with Contractor:
      1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
      2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
      3. Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.

5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.

6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:

   6.1 Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

   6.2 Pay or arrange for payment of any undisputed amounts.

7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders, and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted here from and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. Definitions

15.1 Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay

Contractor as required by the Contract, or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – (*Name, Address, and Telephone*) Surety Agency or Broker:
Owner's Representative (*Engineer or other*):

Liberty Mutual SURETY

POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8213129-985140**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Anthony T. Papa, Jr.; Breanne E. Souza; Christine A. Papa; Emily Papa

all of the city of Sarasota state of FL each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 13th day of February, 2025.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 13th day of February, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 26th day of August, 2026.

By: _____
Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co 02/24

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

AGENDA ITEM NO. 6.n

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: September 9, 2026

SUBMITTED BY: Marcus Kerber, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: First Contract Extension with Gilliam Construction, LLC

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City and Gilliam Construction, LLC entered into a contract in response to IFB-25-026MK, whereby the Contractor was to provide the City with concrete repair and replacement services on September 24, 2025. The Contract with the City provided for a one-year term, thorough September 24, 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 September 24, 2027.

FINANCIAL IMPACT:
Funded through the operating budget (00154110 553000) Road Materials.

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

SUGGESTED MOTION:
Motion to approve First Contract Extension with Gilliam Construction, LLC.

ATTACHMENTS:
First Contract Extension with Gilliam Construction, LLC

First Contract Extension between the City of Bradenton and Gilliam Construction, LLC.

This FIRST CONTRACT EXTENSION (the "Extension"), is made this 9th day of September 2026, between the CITY OF BRADENTON (hereinafter referred to as the "City"), a municipal corporation of the State of Florida located at 101 Old Main Street, Bradenton, Florida 34205, and GILLIAM CONSTRUCTION, LLC, a Florida limited liability company (hereinafter referred to as the "Contractor"), with a principal office located at 2315 17th Street E., Palmetto Florida 34221.

WITNESSETH:

WHEREAS, the City and the Contractor entered into an agreement (the "Contract") on September 24, 2025, whereby Contractor was to provide the City with concrete repair and replacement services on an as-needed basis; and

WHEREAS, the Contract provided for an initial one-year term, through September 24, 2026; and

WHEREAS, the Contract allows the option to renew the Contract for four (4) additional one-year periods; and

WHEREAS, the Parties desire to exercise the first option to renew to extend the term of the Contract for an additional one-year period to September 24, 2027; and

WHEREAS, the City and the Contractor desire that except as amended by the terms of this Extension, all other terms, covenants and conditions of the Contract, and the rights and obligations of the City and the Contractor, shall remain in full force and effect and are hereby ratified and affirmed.

NOW, THEREFORE, the City and the Contractor, for and in consideration of the provisions, mutual promises, covenants and conditions hereinafter set forth or recited, agree as follows:

1. **Recitals.** The recitals in the WHEREAS clauses are incorporated by reference and made a part of this Extension.

2. **Amendments to the Contract.** The following provisions are hereby added to the Contract as follows, and such additional terms shall prevail over conflicting provisions of the Contract:
   a. Term. The Contract is hereby extended an additional one-year term, and the Contract shall now expire on September 24, 2027.

3. **Affirmation.** Except as amended by the terms of this Extension, all other terms, covenants and conditions of the Contract, and the rights and obligations of the City and

the Contractor thereunder, shall remain in full force and effect and are hereby ratified and affirmed.

4. **Counterparts**. This Extension may be executed in separate counterparts by the parties as may be deemed necessary and convenient, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. A party's original signature on the Extension hereto may be provided by facsimile or scanned and e-mailed and shall be effective upon transmission to the other party hereto.

IN WITNESS WHEREOF, the parties hereto accepted, made, and executed this Extension, upon the terms and conditions above stated, this 9th day of September, 2026.

Laura Gilliam Mullinex, as Managing Member
Gilliam Construction, LLC.

8/20/2026
Date

Gene Brown
Mayor, City of Bradenton

Date

AGENDA ITEM NO. 6.o

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: September 9, 2026

SUBMITTED BY: Marcus Kerber, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: First Contract Extension with Southern Striping Solutions, LLC D/B/A Collier Paving and Concrete

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City and Southern Striping Solutions, LLC D/B/A Collier Paving and Concrete entered into a contract in response to IFB-25-023MK, whereby the "Contractor" was to provide the City with asphalt repair and replacement services on 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 through the operating budget (00154110 553000) Road Materials.

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

SUGGESTED MOTION:
Motion to approve the First Contract Extension with Southern Striping Solutions, LLC D/B/A Collier Paving and Concrete.

ATTACHMENTS:

First Contract Extension with Southern Striping Solutions, LLC D/B/A Collier Paving and Concrete

First Contract Extension between the City of Bradenton and Southern Striping Solutions, LLC D/B/A Collier Paving & Concrete

This FIRST CONTRACT EXTENSION (the "Extension"), is made this 9th day of September 2026, between the CITY OF BRADENTON (hereinafter referred to as the "City"), a municipal corporation of the State of Florida located at 101 Old Main Street, Bradenton, Florida 34205, and SOUTHERN STRIPING SOLUTIONS, LLC D/B/A COLLIER PAVING & CONCRETE, a Florida limited liability company (hereinafter referred to as the "Contractor"), with a principal office located at 16900 Gator Road, Fort Myers, Florida 33912.

WITNESSETH:

WHEREAS, the City and the Contractor entered into an agreement (the "Contract") on August 27, 2025, whereby Contractor was to provide the City with asphalt repair and replacement services on an as-needed basis; and

WHEREAS, the Contract provided for an initial one-year term, through August 27, 2026; and

WHEREAS, the Contract allows the option to renew the Contract term for four (4) additional one-year periods; and

WHEREAS, the Parties desire to exercise the first option to renew to extend the term of the Contract for an additional one-year period to August 27, 2027; and

WHEREAS, the City and the Contractor desire to make certain amendments to the Contract as indicated herein;

WHEREAS, the City and the Contractor desire that except as amended by the terms of this Extension, all other terms, covenants and conditions of the Contract, and the rights and obligations of the City and the Contractor, shall remain in full force and effect and are hereby ratified and affirmed.

NOW, THEREFORE, the City and the Contractor, for and in consideration of the provisions, mutual promises, covenants and conditions hereinafter set forth or recited, agree as follows:

1. **Recitals.** The recitals in the WHEREAS clauses are incorporated by reference and made a part of this Extension.

2. **Amendments to the Contract.** The following provisions are hereby added to the Contract as follows, and such additional terms shall prevail over conflicting provisions of the Contract:
   a. Term. The Contract is hereby extended an additional one-year term, and the Contract shall now expire on August 27, 2027.

3. **Affirmation**. Except as amended by the terms of this Extension, all other terms, covenants and conditions of the Contract, and the rights and obligations of the City and the Contractor thereunder, shall remain in full force and effect and are hereby ratified and affirmed.

4. **Counterparts**. This Extension may be executed in separate counterparts by the parties as may be deemed necessary and convenient, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. A party's original signature on the Extension hereto may be provided by facsimile or scanned and e-mailed and shall be effective upon transmission to the other party hereto.

IN WITNESS WHEREOF, the parties hereto accepted, made, and executed this Extension, upon the terms and conditions above stated, this 9th day of September, 2026.

J. ALEX DEMARCO as CEO — 08/21/2026
Southern Striping Solutions, LLC — Date
D/B/A Collier Paving & Concrete

Gene Brown — Date
Mayor, City of Bradenton

5721792v1

AGENDA ITEM NO. 6.p

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: September 9, 2026

SUBMITTED BY: Marcus Kerber, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Fourth Extension of the Agreement for R Grade Anhydrous Ammonia with Airgas Specialty Products, Inc.

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City and Airgas Speciality Products, Inc. entered into an agreement for R Grade Anhydrous Ammonia to be used at the water treatment facility on September 16, 2022. The Contract with the City provided for a one-year term, thorough September 16, 2023. The agreement allows the option to renew for four (4) additional one-year periods. The parties exercised the first of the four options to renew the term of the agreement to September 16, 2024. The parties exercised the second of the four options to renew the agreement to September 16, 2025. The parties exercised the third of the four options to renew the term of the agreement to September 16, 2026. The parties now wish to exercise the fourth of the four options to renew the agreement to September 16, 2027.

FINANCIAL IMPACT:
Funded by account (40253320 552900).

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

SUGGESTED MOTION:

Motion to approve Fourth Extension of the Agreement for R Grade Anhydrous Ammonia with Airgas Specialty Products, Inc.

ATTACHMENTS:
Fourth Extension of the Agreement with Airgas Specialty Products, Inc.

Docusign Envelope ID: CFE852D0-C544-80E0-837D-C63DAE22AB83

Fourth Extension of the Agreement for R Grade Anhydrous Ammonia

This FOURTH EXTENSION of the Agreement for R Grade Anhydrous Ammonia (the "Extension"), is made this 9th day of September 2026, between the CITY OF BRADENTON (hereafter referred to as "City"), a municipal corporation of the State of Florida located at 101 Old Main Street, Bradenton, Florida 34205 and AIRGAS SPECIALTY PRODUCTS, INC., a foreign for profit corporation (hereafter referred to as "Contractor), with a principal office located at 2530 Sever Road, Suite 300, Lawrenceville, Georgia 30043.

WITNESSETH:

WHEREAS, the City and Contractor entered into an Agreement for R Grade Anhydrous Ammonia (the "Agreement") on September 16, 2022, whereby Contractor was to provide the City with all necessary labor, materials, equipment, tools, consumables, transportation and incidentals to supply the City with R Grade Anhydrous Ammonia;

WHEREAS, the Agreement provided for a one-year term, through September 16, 2023;

WHEREAS, the Agreement provides the parties with the option to renew for four (4) additional one-year periods;

WHEREAS, the parties exercised the second of the four options to renew to extend the term of the Agreement to September 16, 2025;

WHEREAS, the parties exercised the third of the four options to renew to extend the Agreement term to September 16, 2026;

WHEREAS, the parties desire to exercise the fourth of the four options to renew to extend the Agreement term to September 16, 2027;

WHEREAS, the City and the Contractor desire to make certain amendments to the Agreement as indicated herein;

WHEREAS, the City and Contractor desire that, except as amended by the terms of this Extension, all other terms, covenants, and conditions of the Agreement and the rights and obligations of the parties hereunder, shall remain in full force and effect and are hereby ratified and affirmed.

NOW, THEREFORE, the City and Contractor, for and in consideration of the provisions, mutual promises, covenants and conditions hereinafter set forth or recited, agree as follows:

1. **Recitals**. The recitals in the WHEREAS clauses are incorporated by reference and made a part of this Extension.

2. **Amendment to the Agreement**. The following provisions are hereby added to the Agreement as follows, and such additional terms shall prevail over conflicting provisions of the Agreement:

Docusign Envelope ID: CFE852D0-C544-80E0-837D-C63DAE22AB83

a. Article 3: Term. The Agreement is hereby extended for an additional one-year term, and the Agreement shall now expire on September 16, 2027.

3. **Affirmation**. Except as amended by the terms of this Extension, all other terms, covenants, and conditions of the Agreement, and the rights and obligations of the parties thereunder, shall remain in full force and effect and are hereby ratified and affirmed.

4. **Counterparts**. This Extension may be executed in separate counterparts by the parties as may be deemed necessary and convenient, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. A party's original signature on this Extension may be provided by facsimile or scanned and e-mailed and shall be effective upon transmission to the other party hereto.

IN WITNESS WHEREOF, the parties hereto accepted, made, and executed this Extension, upon the terms and conditions above stated, this 9th day of September 2026.

Sarah Bird

Sarah Bird, as VP of Sales

Airgas Specialty Products, Inc.

8/24/2026

Date

Gene Brown
Mayor, City of Bradenton

Date

5721802v1

AGENDA ITEM NO. 7.a

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: September 9, 2026

SUBMITTED BY: Jeremy Giddens, Police

ITEM TYPE: Miscellaneous

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: FY 2026 Edward Byrne Memorial Justice Assistance Grant Submission (JAG) - PUBLIC HEARING

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
Yes

EXPLANATION:
The Bradenton Police Department has been awarded $25,179 from the Department of Justice (DOJ) through the Justice Assistance Grant (JAG), which provides formula-based, direct funding for the City of Bradenton. This year's grant allocation amounts to $25,179. The funding will be used to purchase ballistic vests, rifle lockers, and tactical training uniforms. This equipment will enhance firearm security, improve training, and supply new ballistic vests for commanders.

The grant application will be open for community input starting September 6, 2026, with a submission deadline of October 16, 2026. The grant proposal submitted to the Department of Justice (DOJ) will include any community comments.

FINANCIAL IMPACT:
This grant proposal requests funding for a one-time purchase of equipment and supplies, with no anticipated year-over-year costs.

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by Police Legal Advisor for form and legal sufficiency.

SUGGESTED MOTION:
Motion to approve and accept the FY 2026 Edward Byrne Memorial Justice Assistance Grant Submission (JAG), and authorization for the Mayor to execute the final agreement.

ATTACHMENTS:
FY 2026 Edward Byrne Memorial Justice Assistance Grant Submission (JAG)

City of Bradenton

Proposed Plan for the Fiscal Year 2026 Edward Byrne Memorial Justice Assistance Grant (JAG) Formula Program

Public Comment & Plan Availability Period:	September 6, 2026 – October 6, 2026
Posted to City's Webpage:	September 4,2026
Governing Body Notified of Grant Opportunity:	August 31, 2026
Governing Body Consideration for Adoption:	September 9, 2026
Application Submission:	October 9, 2026, close of business

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Overview

City of Bradenton Proposed Use of Funds

- Program Narrative
- Budget Narrative and Budget
- Detail Budget
- Review Narrative

Public Advertisement as to Plan Availability for Public Comment
Appendix

Overview

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program is the primary provider of federal criminal justice funding to states and units of local government. Bureau of Justice Assistance (BJA) will award JAG Program funds to eligible local government units as described in this FY 2026 JAG Program Local Solicitation (BJA will issue a separate solicitation for states).

The Office of Justice Programs (OJP) is committed to advancing work that furthers the U.S. Department of Justice's (DOJ) mission to keep our country safe and secure and uphold the rule of law and protect the rights of American citizens. OJP provides federal leadership, funding, and other critical resources to directly support law enforcement, combat violent crime, protect American children, provide services to American crime victims, and address public safety challenges, including human trafficking and the opioid crisis. This is a notice of funding opportunity (NOFO) for the BJA FY 2026 Edward Byrne Memorial Justice Assistance Grant (JAG) Program—Local Formula. This opportunity will provide formula funding to eligible units of local government to, in general, support hiring additional personnel and/or purchase equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice or civil proceedings.

Subject to certain specific prohibitions,1 34 U.S.C. § 10152(a)(1) provides that JAG award funds are to be— use[d] to provide additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice,[2] including for any one or more of the following programs:

1. Law enforcement programs.
2. Prosecution and court programs.
3. Prevention and education programs.
4. Corrections and community corrections programs.
5. Drug treatment and enforcement programs.
6. Planning, evaluation, and technology improvement programs.
7. Crime victim and witness programs (other than compensation).
8. Mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams.
9. Implementation of state crisis intervention court proceedings and related programs or initiatives, including but not limited to mental health courts, drug courts, veteran's courts, and extreme risk protection order programs.
10. Programs to purchase and operate unmanned aircraft systems (as defined in section 44801 of title 49, United States Code) to benefit public safety.
11. Programs to purchase and operate counter-UAS systems (as defined in section 44801 of title 49, United States Code) included on the list of technologies established by subsection (d)(2)(A)(iii) section 210G of the Homeland Security Act of 2002 (6 U.S.C. 124n(d)(2)(A)(iii)) to exercise the authority granted under subsection (a)(2) of such section.

City of Bradenton Proposed Use of Funds

The City of Bradenton proposes to use its fiscal year 2026 Edward Byrne Memorial Justice Assistance Grant (JAG) formula program funds to purchase two (2) armor/rifle lockers, four (4) executive ballistic vest/panels and training uniforms/equipment for sworn members of the Bradenton Police Department.

Program Narrative

The City of Bradenton is located along the west-central coast of Florida. The Bradenton Police Department (BPD) has an authorized police force of 132 full-time officers and two part-time officers dedicated to serving a community of approximately 60,000 residents, with more than 3 million visitors to the Bradenton area each year. BPD is responsible for providing comprehensive law enforcement services throughout the City, including patrol operations, criminal investigations, traffic enforcement, specialized enforcement activities, and response to violent and high-risk incidents.

The Bradenton Police Department proposes using FY 2026 Local Edward Byrne Memorial Justice Assistance Grant (JAG) funds to purchase two armor/rifle lockers, four executive ballistic vests/panels, and training uniforms and equipment for sworn members of the Department**.** These purchases will enhance officer safety, equipment readiness, and the Department's ability to train and prepare personnel for law enforcement operations. The proposed project directly supports the JAG goal of improving the administration of the criminal justice system and its objectives of providing local governments with needed equipment, supplies, and training to address identified criminal justice needs.

The two armor/rifle lockers will provide secure and organized storage for Department-issued protective equipment and patrol rifles, helping ensure that critical equipment is properly secured, maintained, and readily available when needed. The four executive ballistic vests/panels will provide appropriate ballistic protection for command personnel who may be required to respond to critical incidents, major events, violent crime scenes, or other high-risk law enforcement operations. Together, these purchases strengthen BPD's operational preparedness and directly support the FY 2026 JAG priority of supporting law enforcement operations and efforts to combat violent crime. The NOFO specifically recognizes projects that directly support law enforcement operations as an appropriate use of JAG funding.

JAG funding will also be used to purchase training uniforms and equipment for sworn personnel. Maintaining a properly trained and prepared police force requires officers to participate in ongoing practical training designed to reinforce law enforcement skills, operational readiness, and safe response to critical incidents. Providing appropriate training uniforms and equipment will support BPD's ability to conduct consistent training across the Department and ensure personnel have the equipment necessary to participate safely and effectively. Collectively, the proposed purchases represent practical investments in officer safety, training, and operational readiness and will supplement existing City resources rather than supplant them. The Department will procure all items in accordance with applicable federal, state, and City purchasing requirements and will maintain appropriate records for grant-funded expenditures.

The City of Bradenton and Bradenton Police Department have the administrative and operational capacity necessary to successfully implement the proposed project and comply with applicable JAG requirements. BPD personnel will coordinate the procurement, receipt, deployment, and documentation of grant-funded equipment in accordance with applicable federal, state, and City requirements. The Department will maintain appropriate financial and equipment records and will collect and report required performance information throughout the grant period. BPD will coordinate JAG funding with other available local, state, and federal justice resources to avoid duplication of costs and ensure grant funds supplement existing resources.

Budget Narrative and Budget

Equipment

1. Armor/Rifle Lockers

The Bradenton Police Department is requesting Byrne JAG funding to purchase two (2) armor/rifle lockers to provide secure and organized storage for Department-issued ballistic protection, rifles, and related law enforcement equipment. Proper storage of this equipment is important to maintaining operational readiness and ensuring critical protective and response equipment is secured while remaining readily accessible to authorized personnel.

The lockers will support the Department's ability to safely store and manage equipment used during routine and high-risk law enforcement operations, including responses to violent crime, critical incidents, and other situations requiring enhanced protective equipment. The purchase will improve equipment accountability, security, and readiness while supporting the Department's overall ability to respond effectively to public safety threats.

This equipment directly supports the FY 2026 JAG objectives of providing local governments with necessary equipment and assisting jurisdictions with identified criminal justice needs. The lockers will further support BPD's continued efforts to maintain officer safety and operational preparedness.

The cost of two (2) armor/rifle lockers is **$5,413.66**, or **$2,706.83 per unit**.

2. Executive Ballistic Vests/Panels

The Bradenton Police Department is requesting Byrne JAG funding to purchase four (4) executive ballistic vest/panel systems to enhance ballistic protection for command personnel during critical incidents and law enforcement operations. Command personnel may be required to respond directly to major crime scenes, critical incidents, large-scale events, and other situations where ballistic protection is necessary.

Providing appropriate protective equipment ensures command personnel can safely operate in the field while maintaining command and control, coordinating resources, and supporting officers during significant incidents. These ballistic systems will enhance officer safety and strengthen the Department's preparedness for violent crime and other high-risk events. The Bradenton Police

Department maintains a mandatory body armor wear policy applicable to Department personnel and will continue to ensure that ballistic protection purchased with JAG funding is utilized consistent with Department policy and applicable JAG requirements.

The purchase supports the FY 2026 JAG emphasis on directly supporting law enforcement operations and combating violent crime while addressing an identified protective-equipment need within the Department. The NOFO specifically encourages JAG-funded projects that directly support law enforcement operations and efforts to combat violent crime.

The cost of four (4) executive ballistic vest/panel systems is **$4,480.00**, or **$1,120 per unit**.

3. Sworn Officer Training Uniforms and Equipment

The Bradenton Police Department is requesting Byrne JAG funding to purchase training uniforms, equipment, and associated supplies for approximately 134 sworn officers. Funding will primarily support tactical-style training pants, accompanying shirts, and other associated training apparel, equipment, and supplies necessary to support Department training activities.

BPD conducts ongoing training to ensure sworn personnel maintain the skills, readiness, and proficiency necessary to perform their law enforcement responsibilities safely and effectively. Providing appropriate training uniforms and related equipment will support practical, scenario-based, and other Department training while helping ensure personnel have appropriate equipment available for these activities.

Continued training and preparedness are essential to BPD's ability to respond to violent crime, critical incidents, and other public safety challenges. This investment will provide sworn personnel with resources that support training, officer preparedness, and overall operational effectiveness. The proposed expenditure directly supports the JAG objective of providing units of local government with equipment, supplies, and training and assisting them with their identified criminal justice needs.

The estimated cost of training uniforms, equipment, and associated supplies for approximately 134 sworn officers is **$15,285.34**.

Total JAG Fiscal Year 2026 Equipment Costs: $25,179.00

Detail Budget

Total JAG Allotment	**$25,179.00**
Equipment	
• 2 Armor/Rifle Lockers @ $2,706.83 each	**$ 5,413.66**
• 4 Executive Ballistic Vest/Panel Systems @ $1,120.00 each	**$ 4,480.00**
• Training Uniforms, Equipment, and Associated Supplies	**$15,285.34**
Total Equipment Cost	**$25,179.00**
Leveraged Funds	**$0**
Total Fiscal Year 2026 JAG Budget	**$25,179.00**

Public Review and Governing Body Approval

The proposed plan will be provided to the governing body for review on August 31, 2026, and will be considered by the City Council on September 9, 2026. The application will be submitted to the Department of Justice at the close of business on October 9, 2026. Public comment will be allowed during the public comment and plan availability period from September 6, 2026, through October 6, 2026. The plan will also be available for public review on the City's webpage and at City Hall and the Bradenton Police Department.

The following timeline will be followed during this application process:

Posted to City's Webpage: September 4, 2026

Public Comment & Plan Availability Period: September 6, 2026 – October 6, 2026

Governing Body Notified of Grant Opportunity: August 31, 2026

Governing Body Consideration for Adoption: September 9, 2026

Application Submission: October 9, 2026, close of business

The proposed plan will be available to the public on the City's webpage, as well as at City Hall and the Bradenton Police Department. Public comments received during the established public comment period will be reviewed and maintained as part of the grant process, as applicable.

City of Bradenton

ADVERTISEMENT NOTICE OF FUNDING AVAILABILITY & NOTICE OF CITIZEN COMMENT PERIOD

The City of Bradenton has received notice from the U.S. Department of Justice of its proposed allocation of the $25,179 Justice Assistance Grant (JAG) Program (A maximum of 10% of the funds may be used for planning and administration).

The City's proposed plan identifying how it intends to use these funds will be available for public review at the following locations:

City of Bradenton webpage - www.cityofbradenton.com
City of Bradenton - 101 Old Main Street, Bradenton, FL 34205
Bradenton Police Department - 100 10th Street West, Bradenton, FL 34205
Bradenton Police Department webpage – www.bradentonpd.com

Citizen comments will be received from **September 6, 2026, through the close of business on October 6, 2026**. The City Council will conduct a public hearing and consider adopting the recommended application during the **September 9, 2026**, City Council meeting commencing at 8:30 AM. The City may submit the application following the close of the citizen comment period and prior to the federal application deadline. All comments received during the citizen input period will be forwarded to the Department of Justice with the grant application submittal.

City of Bradenton
C/O Jeremy S. Giddens
2026 Justice Assistance Program
100 10th St West
Bradenton, Florida 34205

For more information, please contact Jeremy Giddens at 941-932-9300.

Publish One Time on September 6, 2026

APPENDIX

Budget Detail Summary

Equipment Request:	Federal: **$25,179**	Non-Federal: **$0**	Total: **$25,179**
Total Direct Costs:	Federal: **$25,179**	Non-Federal: **$0**	Total: **$25,179**
Total Project Costs:	Federal: **$25,179**	Non-Federal: **$0**	Total: **$25,179**

Total Federal Request: $25,179

AGENDA ITEM NO. 7.b

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: September 9, 2026

SUBMITTED BY: Brandon Wink, Planning & Community Development

ITEM TYPE: Ordinance

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: ORDINANCE 4064 - FIRST READING

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, ANNEXING INTO THE CITY OF BRADENTON CERTAIN REAL PROPERTY CONTIGUOUS THERETO, GENERALLY LOCATED APPROXIMATELY 1,200 FEET EAST OF THE INTERSECTION OF 59TH STREET WEST AND 33RD AVENUE DRIVE WEST, IDENTIFIED AS PARCEL "A" IN A FEE SIMPLE DEED OF THE MANATEE COUNTY OFFICIAL RECORDS BOOK 1043, PAGE 1914, AND MORE PARTICULARLY DESCRIBED HEREIN, CONTAINING 0.62 ACRES TOTAL AND OWNED BY THE CITY OF BRADENTON; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR AMENDMENT OF THE CITY BOUNDARIES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SUGGESTED ACTION: No action is required on first reading. The second reading and public hearing are scheduled for October 14, 2026.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The applicant is requesting a voluntary annexation into the City of Bradenton for a

parcel, known as "Parcel A" found within the GT Bray Park, approximately totaling 0.62 acres. The purpose of this annexation is to create consistency within the park boundary, as "Parcel A" is entirely surrounded by existing park land.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by Attorney Rudacille.

SUGGESTED MOTION:
No action is required on first reading. The second reading and public hearing are scheduled for October 14, 2026.

ATTACHMENTS:
Ordinance 4064
Staff Report
Application

ORDINANCE NO. 4064

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, ANNEXING INTO THE CITY OF BRADENTON CERTAIN REAL PROPERTY CONTIGUOUS THERETO, GENERALLY LOCATED APPROXIMATELY 1,200 FEET EAST OF THE INTERSECTION OF 59TH STREET WEST AND 33RD AVENUE DRIVE WEST, IDENTIFIED AS PARCEL "A" IN A FEE SIMPLE DEED OF THE MANATEE COUNTY OFFICIAL RECORDS BOOK 1043, PAGE 1914, AND MORE PARTICULARLY DESCRIBED HEREIN, CONTAINING 0.62 ACRES TOTAL AND OWNED BY THE CITY OF BRADENTON; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR AMENDMENT OF THE CITY BOUNDARIES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 171.044, *Fla. Stat.*, provides for the voluntary annexation of reasonably compact real property that is contiguous to a municipality; and

WHEREAS, the City of Bradenton is the owner of approximately 0.62 acres of real property located at 5210 33rd Avenue Drive West, Bradenton, Florida 34209 (PID#5110200002), and legally described in **Exhibit A**, attached hereto and incorporated herein (the "Property"); and

WHEREAS, a map generally depicting the location of the Property is attached hereto and incorporated herein as **Exhibit B**; and

WHEREAS, the City of Bradenton has executed a petition requesting that the Property be annexed into the City of Bradenton, pursuant to the provisions of Section 171.044, *Fla. Stat.*; and

WHEREAS, the Property is reasonably compact and contiguous to the City of Bradenton, the proposed annexation of the Property will not create any enclaves, and the proposed annexation otherwise meets the requirements of Section 2.2.6 of the City's Code of Ordinances, Objective 1.7 of the Future Land Use Element of the Comprehensive Plan, and Section 171.044, *Fla. Stat.*; and

WHEREAS, notice of said annexation, a copy of which is attached hereto and incorporated herein as **Exhibit C**, has been sent to the Board of County Commissioners for Manatee County and published as required under Section 171.044, *Fla. Stat.*; and

WHEREAS, the City Council of the City of Bradenton hereby finds and declares that the annexation of the Property into the City is in the best interest of the public health, safety, and welfare; and

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

Section 1. Findings of Fact. The above "Whereas" clauses are adopted herein as findings of fact.

Section 2. Annexation of the Property. The Property, as legally described in Exhibit A and as generally depicted in Exhibit B, attached hereto and incorporated herein, is hereby annexed into and incorporated within the City of Bradenton as fully and effectually as if the same were included within the boundary of the City of Bradenton, as set forth in the Charter.

Section 3. Amendment of City Boundaries. The legal description of the City of Bradenton municipal boundaries, as described in the City Charter and kept on file in the City Clerk's office, is hereby amended to reflect the annexation of the Property. The City Clerk is hereby

directed to undertake measures necessary to amend the municipal boundaries consistent with this Ordinance and to make the filings required under Section 171.044, *Fla. Stat.*

Section 4. Severability. If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

Section 5. Effective Date. This Ordinance shall take effect as provided by law.

FIRST READING	September 9, 2026
PUBLICATION DATE	September 6, 2026 September 13, 2026
SECOND READING	October 14, 2026

PASSED AND DULY ADOPTED, BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, with a quorum present and voting, this ___, day of October 2026.

CITY OF BRADENTON, FLORIDA

_____

Gene Brown, Mayor

ATTEST:

By: _____

Tamara Melton, City Clerk

APPROVED AS TO FORM:

By: _____

Scott Rudacille, City Attorney

Exhibit A

Annexation Description
(THIS IS NOT A SURVEY)

Description:

Those parcels conveyed from City National Bank of Miami to the City of Bradenton by a fee simple deed recorded in Official Records Book 1043, Page 1914 of the Public Records of Manatee County, Florida and being more partially described as follows:

Parcel "A"

Commence at the Northwest corner of the Northeast 1/4 of Section 5, Township 35 South, Range 17 East, thence S 00°37' 00" E, along the West line of said Northeast 1/4, a distance of 600.86 feet to a point on the center line of 59th Street West (60 feet wide); thence N 89°23' 00" E, a distance of 392.00 feet; thence N 89°42'22" E, a distance of 292.80 feet; thence S 36°21'00" E, a distance of 946.75 feet to the **POINT OF BEGINNING**; thence N 89°42'58" E, along a line described in Official Records Book 435, Page 542 and Official Records Book 1043, Page 1914 of the said public records and the City of Bradenton, Florida, Municipal Corporate limit line, described in City of Bradenton, Florida, Ordinance 1090, adopted May 13, 1970, a distance of 85.34 feet; thence S 00°32'00" E, along a line described in the said Official Records Books and the said Municipal Corporate limit line, a distance of 313.85 feet; thence S 89°33'00" W, along a line described in the said Official Records Books and the said Municipal Corporate limit line, a distance of 85.80 feet; thence N 00°27'00" W, along a line described in Official Records Book 435, Page 545 and Official Records Book 1043, Page 1914 of the said public records and the City of Bradenton, Florida, Municipal Corporate limit line described in the City of Bradenton, Florida, Ordinance 1048, adopted November 13, 1968 and Ordinance 1090, adopted May 13, 1970, a distance of 314.10 feet, more or less, to the **POINT OF BEGINNING**.

Containing 0.62 acres or 26,866 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 all five (5) sheets.
3) Bearing are based on the West line of the Northeast 1/4 of Section 5, Township 35 South, Range 17 East, being assumed as S00° 37' 00"E, and derived from Official Records Book 435, Page 542, Official Records Book 435, Page 545 and Official Records Book 1043, Page 1914, all recorded in the Public Records of Manatee County Florida and the City of Bradenton, Florida Ordinances 1048 and 1090.
4) This description was created using Official Records Book 435, Page 542, Official Records Book 435, Page 545 and Official Records Book 1043, Page 1914, all recorded in the Public Records of Manatee County Florida and the City of Bradenton Ordinances 1048 and 1090. There are several scriveners error contained within the descriptions of each of theses documents giving the appearance of a hiatus, gap or gore. These parcels are contiguous without any hiatus, gap or gore.
5) Distances are in U.S. Survey Feet and expressed in feet and decimal parts thereof.
6) Subject to easements, dedications and restrictions of record. No title commitment was provided to this Surveyor.
7) This description/sketch meets the requirements of Chapter 5J-17, Florida Administrative Code, as it pertains to descriptions/sketch to accompany description.
8) Any additions or deletions to this description/sketch by others than the signing party without written consent of the signing party is prohibited.
9) 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

Digitally signed by David E Cronkhite, PSM
Date: 2026.05.18 10:27:46 -04'00'

05/18/2026
DAVID E. CRONKHITE, PSM — DATE
FLORIDA CERTIFICATE NO. 6078

DAVID E. CRONKHITE CERTIFICATE NO. 6078 STATE OF FLORIDA REGISTERD SURVEYOR & MAPPER

SCALE: NONE
SHEET: 1 OF 5
SECTION 5 TOWNSHIP 35 SOUTH RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 05/18/2026

Exhibit B

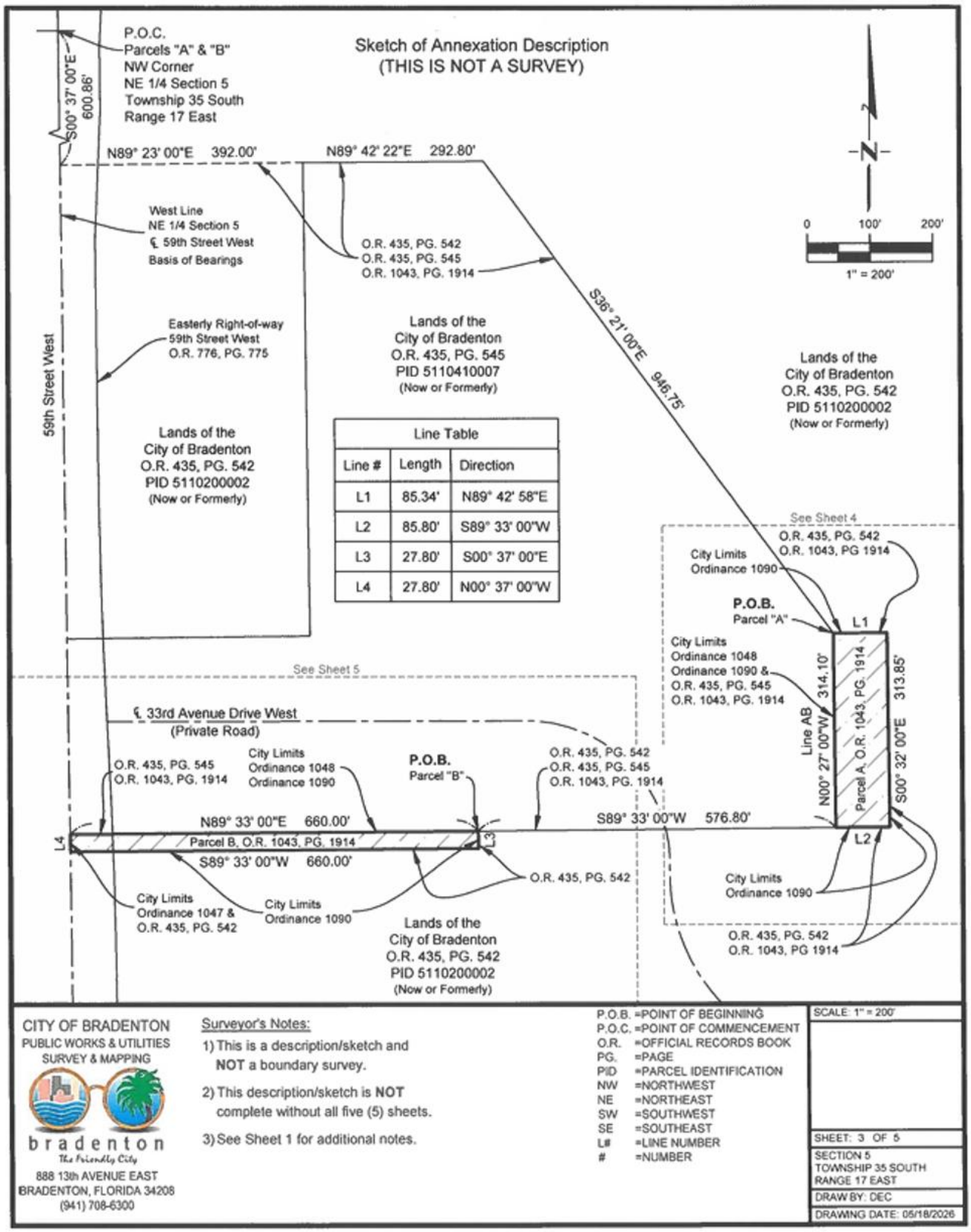

Sketch of Annexation Description
(THIS IS NOT A SURVEY)
P.O.C.
Parcels "A" & "B"
NW Corner
NE 1/4 Section 5
Township 35 South
Range 17 East
S00° 37' 00"E 600.86'
N89° 23' 00"E 392.00'
N89° 42' 22"E 292.80'
West Line
NE 1/4 Section 5
℄ 59th Street West
Basis of Bearings
O.R. 435, PG. 542
O.R. 435, PG. 545
O.R. 1043, PG. 1914
S36° 21' 00"E 946.75'
Easterly Right-of-way
59th Street West
O.R. 776, PG. 775
59th Street West
Lands of the
City of Bradenton
O.R. 435, PG. 545
PID 5110410007
(Now or Formerly)
Lands of the
City of Bradenton
O.R. 435, PG. 542
PID 5110200002
(Now or Formerly)
Lands of the
City of Bradenton
O.R. 435, PG. 542
PID 5110200002
(Now or Formerly)
Line Table
Line # | Length | Direction
L1 | 85.34' | N89° 42' 58"E
L2 | 85.80' | S89° 33' 00"W
L3 | 27.80' | S00° 37' 00"E
L4 | 27.80' | N00° 37' 00"W
0 100' 200'
1" = 200'
See Sheet 4
O.R. 435, PG. 542
O.R. 1043, PG 1914
City Limits
Ordinance 1090
P.O.B.
Parcel "A"
L1
City Limits
Ordinance 1048
Ordinance 1090 &
O.R. 435, PG. 545
O.R. 1043, PG. 1914
Line AB
N00° 27' 00"W 314.10'
Parcel A, O.R. 1043, PG. 1914
S00° 32' 00"E 313.85'
See Sheet 5
℄ 33rd Avenue Drive West
(Private Road)
O.R. 435, PG. 545
O.R. 1043, PG. 1914
City Limits
Ordinance 1048
Ordinance 1090
P.O.B.
Parcel "B"
O.R. 435, PG. 542
O.R. 435, PG. 545
O.R. 1043, PG. 1914
N89° 33' 00"E 660.00'
S89° 33' 00"W 576.80'
L4
L3
L2
Parcel B, O.R. 1043, PG. 1914
S89° 33' 00"W 660.00'
O.R. 435, PG. 542
City Limits
Ordinance 1047 &
O.R. 435, PG. 542
City Limits
Ordinance 1090
City Limits
Ordinance 1090
O.R. 435, PG. 542
O.R. 1043, PG 1914
CITY OF BRADENTON
PUBLIC WORKS & UTILITIES
SURVEY & MAPPING
bradenton
The Friendly City
888 13th AVENUE EAST
BRADENTON, FLORIDA 34208
(941) 708-6300
Surveyor's Notes:
1) This is a description/sketch and NOT a boundary survey.
2) This description/sketch is NOT complete without all five (5) sheets.
3) See Sheet 1 for additional notes.
P.O.B. =POINT OF BEGINNING
P.O.C. =POINT OF COMMENCEMENT
O.R. =OFFICIAL RECORDS BOOK
PG. =PAGE
PID =PARCEL IDENTIFICATION
NW =NORTHWEST
NE =NORTHEAST
SW =SOUTHWEST
SE =SOUTHEAST
L# =LINE NUMBER
=NUMBER
SCALE: 1" = 200'
SHEET: 3 OF 5
SECTION 5
TOWNSHIP 35 SOUTH
RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 05/18/2026

Exhibit C

MAYOR GENE BROWN

City Hall | 101 Old Main Street | Bradenton, Florida 34205
941.932.9450 | mayor@cityofbradenton.com
www.cityofbradenton.com

August 17, 2026

Mr. Tal Siddique, Chairperson
Manatee County Board of County Commissioners
Manatee County Administration Bui9lding
1112 Manatee Avenue West
Bradenton, Florida 34205

Re: City of Bradenton Annexation

Chairperson Siddique,

As Mayor of the City of Bradenton, on behalf of the governing body of the City, this notice is hereby provided pursuant to F. S. Section 171.044(6) to the Manatee Board of County Commissioners that the City of Bradenton intends to consider a voluntary annexation of approximately 1.04 acres of land located within G.T. Bray Park. The areas to be annexed are depicted on the attached maps, surveys, and metes and bounds descriptions.

The subject properties are currently owned by the City of Bradenton, and the City is the applicant of this petition. As such, this may be considered voluntary annexations.

The City has reviewed these annexations in accordance with F.S. Chapter 171 and found that they are reasonably compact, contiguous to property that is currently within the City of Bradenton's jurisdiction and that the annexations of these properties will not create an enclave.

It is expected that the annexation ordinances will be heard on First Reading at the regular City Council meeting on September 9, 2026, with Second Reading on October 14, 2026.

We appreciate our partnership with Manatee County and will be available to answer any questions. If you have any questions or concerns, please contact my office at (941) 932-9450 or at gene.brown@bradentonfl.gov or you may discuss with Robin Singer, Director of Planning & Community Development at (941) 932-9408 or email robin.singer@bradentonfl.gov.

Sincerely,

Gene Brown
Mayor

Cc: Rob Perry
Lance Williams
Corey Fortin
Robin Singer
Greg DeLong

City of Bradenton
Planning and Community Development Department
City Council First Reading
September 9, 2026

Staff Report

Case Number: PLN-AXR-26-0003
Ordinance No.: 4064
Applicant: City of Bradenton
Owner: City of Bradenton
Address: 5210 33rd Ave. Dr. W.
Parcel ID No: Surrounded by parcel 5110200002
Current Zoning: Unknown
Future Land Use: Unknown
Flood Zone: X

Surrounding Property - Zoning and Future Land Use:

Current Zoning:

North: City of Bradenton – Planned Development District
South: City of Bradenton – Planned Development District
East: City of Bradenton – Planned Development District
West: City of Bradenton – Planned Development District

Future Land Use:

North: City of Bradenton – Recreation / Open Space
South: City of Bradenton – Recreation / Open Space
East: City of Bradenton – Recreation / Open Space
West: City of Bradenton – Recreation / Open Space

REQUEST:

The applicant is requesting a voluntary annexation into the City of Bradenton for one parcel, approximately 1,200 feet east of the intersection of 59th Street West and 33rd Avenue Drive West totaling approximately .62 acres total. The purpose of this annexation is for the land of GT Bray park to be wholly owned in one complete parcel by the City of Bradenton. The Parcel, herein referred to as "Parcel A" is shown as "Exhibit A" below.

COMPREHENSIVE PLAN ANALYSIS:

Objective 1.7 of the Future Land Use Element of the Comprehensive Plan provides criteria "*to expand City boundaries through annexation of unincorporated land in a logical, sequential and efficient manner*." The following analysis provides responses to the criteria and the requirements of Florida Statutes Chapter 171.

Policy 1.7.2 Annexation Feasibility Study (AFS)

The applicant shall produce an Annexation Feasibility Study for every proposed annexation outlining the property's compliance with the specific policies of Objective 1.7. At a minimum, the AFS will include:

- ***A statement addressing the requirements of annexations outlined in Ch. 171, FS.***

Florida Statutes Section 171.044 provides for the voluntary annexation of property as follows:

> *The owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may petition the governing body of said municipality that said property be annexed to the municipality.*

The subject parcel is compact, contiguous property to a parcel (5110200002) that is already under the jurisdiction of the City of Bradenton.

> *Land shall not be annexed through voluntary annexation when such annexation results in the creation of enclaves*

- ***A statement addressing the potential creation of an enclave.***

Pursuant to F.S. 171.031(5):

> *(5) "Enclave" means:*
>
> *(a) Any unincorporated improved or developed area that is enclosed within and bounded on all sides by a single municipality; or*
>
> *(b) Any unincorporated improved or developed area that is enclosed within and bounded by a single municipality and a natural or manmade obstacle that allows the passage of vehicular traffic to that unincorporated area only through the municipality.*

The area proposed for annexation does not create an enclave. The parcel in all directions of the subject property is within the jurisdiction of the City of Bradenton.

- ***A statement addressing the potential creation of a "leap-frog" extension.***

The parcel to be annexed is substantially contiguous to a parcel already under Bradenton's jurisdiction.

- ***A statement addressing the potential creation of a nearly surrounded pocket of unincorporated land.***

This annexation does not fully surround or create a pocket of unincorporated land.

- ***A statement addressing the potential creation of an overly irregular City Boundary.***

This annexation does not create a newly irregular City boundary.

- ***An inventory of existing public services provided to the proposed annexation by the County or others.***

The subject parcel is currently operating as part of the park and is receiving public services

- ***An inventory of public services to be provided by the City upon annexation.***

The subject parcel is currently operating as part of the park to which it will be annexed into, creating no change in the existing public services provided by the City.

- ***A statement from the City Engineer noting if the provision of public services to the proposed property will adversely affect the provision of services to existing City residents.***

A statement from the City Engineer noting that no change has been provided.

- ***The results of a fiscal impact assessment of the proposed annexation.***

Policy 1.7.3 Public Services

- ***The City shall deny or delay annexations of properties that would cause a decrease in the City's ability to provide adequate public services to existing City residents at approved LOS standards, until such time as the deficiency can be corrected. Public services to be considered include, but are not limited to:***
  - ***Potable water***
  - ***Wastewater***

- ***Stormwater***
- ***Police***
- ***Fire protection***
- ***Road maintenance***
- ***Garbage collection***
- ***Parks and recreation***

There will be no changes to the City's existing ability to provide these services as a result of this annexation.

Policy 1.7.4 Fiscal Impact

- ***The City shall not approve a proposed annexation if a fiscal impact assessment of the property shows a negative benefit to the City, unless the annexation is to correct an overriding public health or safety issue.***

A fiscal impact analysis has been completed and submitted.

Policy 1.7.5 Assignment of Future Land Use

- ***The City shall assign land annexed into the City a future land use category during the next comprehensive plan amendment cycle, consistent with all policies in this Comprehensive Plan and adjacent land use categories, as shown on the adopted Future Land Use Map.***

Amendments to the Future Land Use Map and zoning map for the City are in progress with a Planning Commission meeting set for September 16, 2026.

Policy 1.7.6 Public Facilities Efficiency

- **The City shall encourage annexation of property where the annexation promotes the efficiency of utilities or roadways.**

The proposed annexation of this City owned property is efficient as the site is contiguous to property that is already within the City's jurisdiction.

STAFF COMMENTS:

This voluntary annexation of this specific parcel will allow for GT Bray Park to be one contiguous parcel within the City of Bradenton's jurisdiction, and second reading will take place on October 14, 2026.

Respectfully submitted,

Brandon Wink

Brandon Wink,
City Planner

EXHIBITS:

EXHIBIT A: Parcel A Sketch

EXHIBIT B: Location Map

EXHIBIT C: Future Land Use Map

EXHIBIT D: Zoning Map

EXHIBIT E: Metes and Bounds Survey

EXHIBIT A
Parcel "A" Sketch

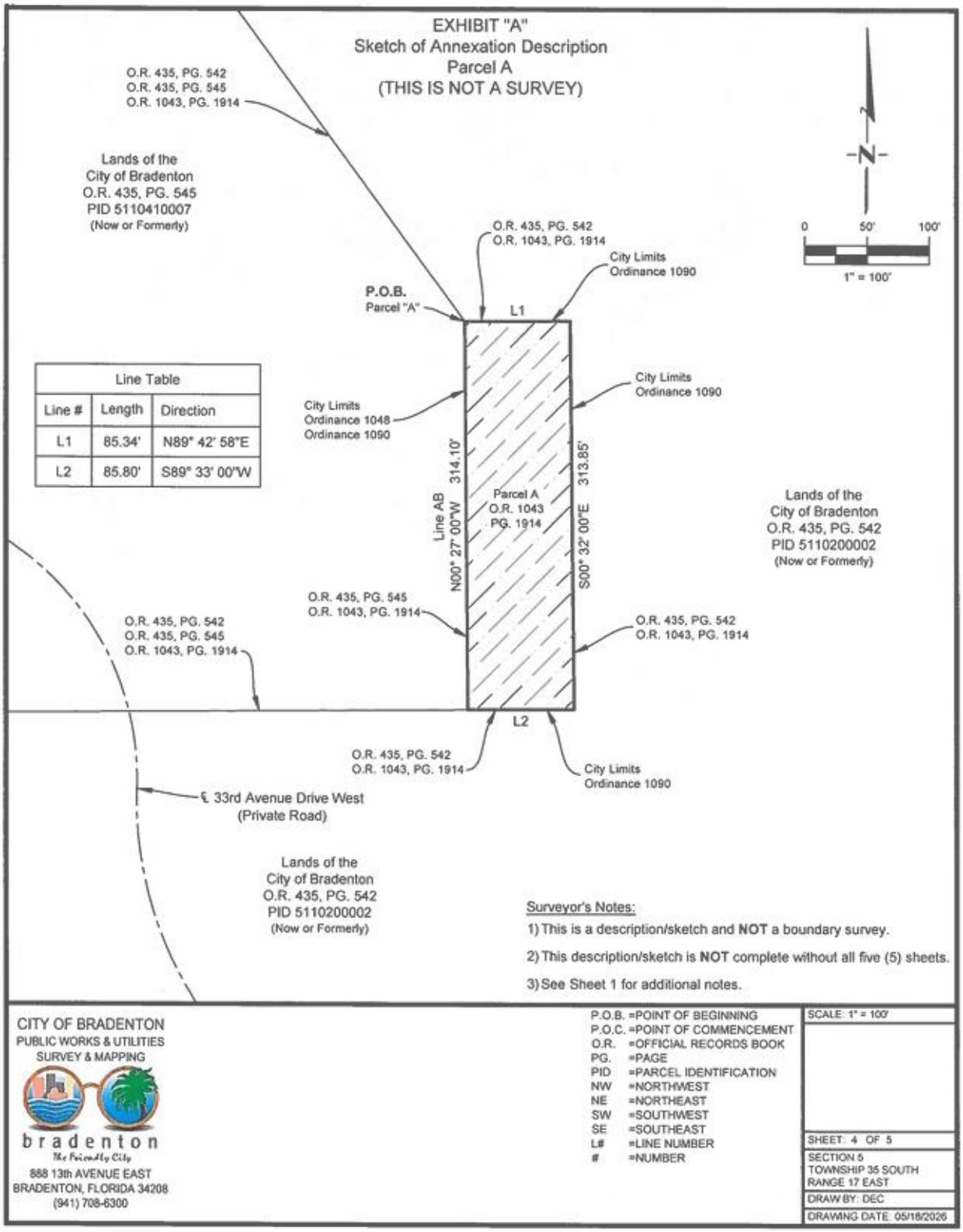


EXHIBIT B
Location Map

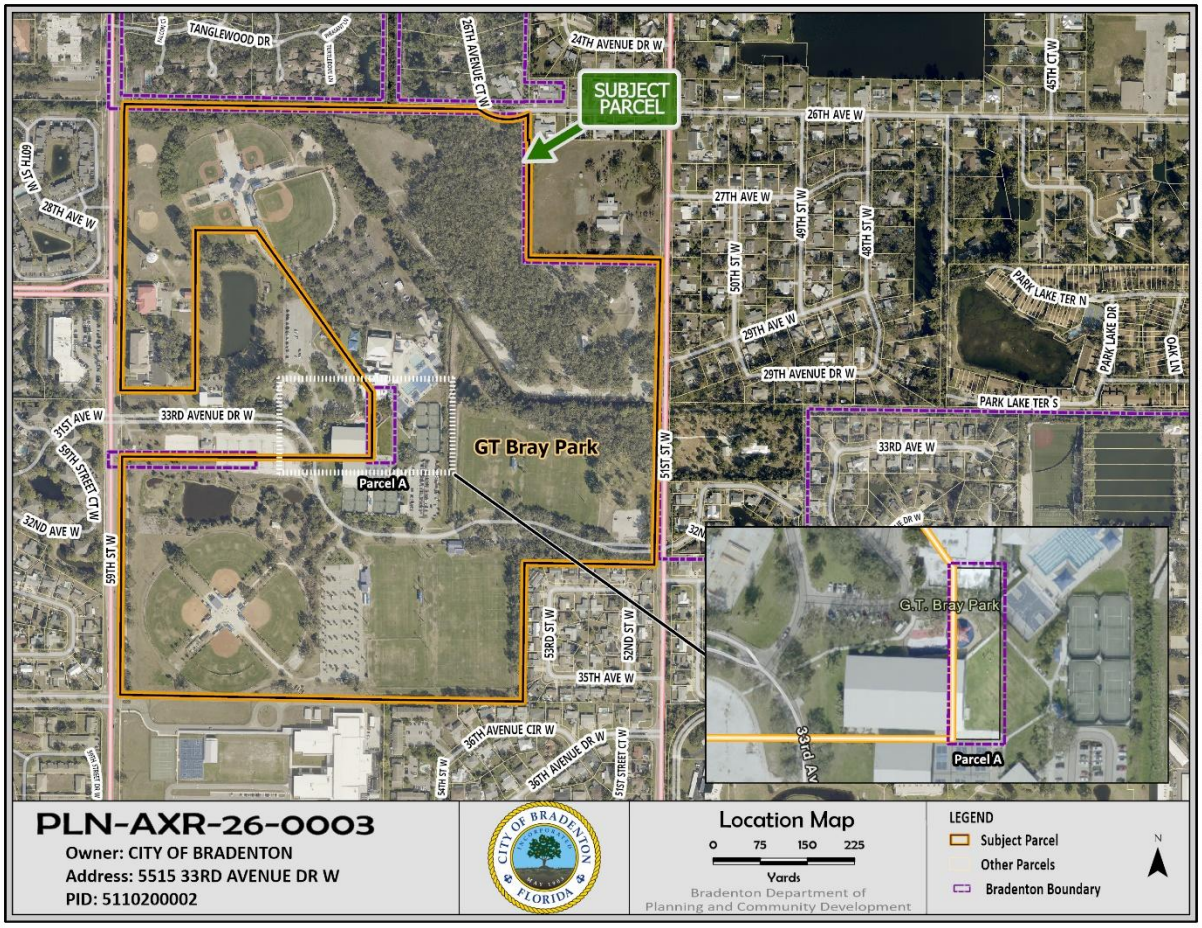


EXHIBIT C
Future Land Use Map

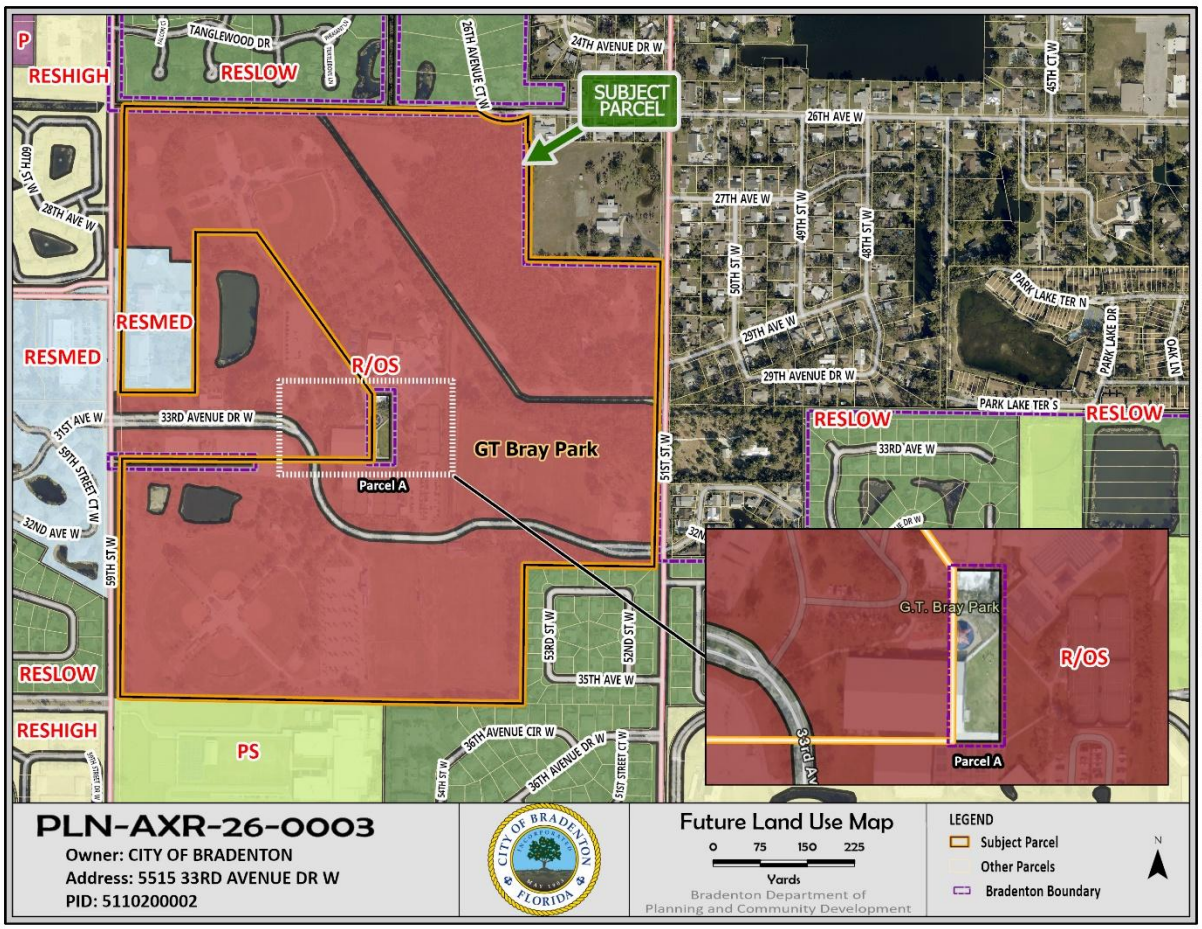


EXHIBIT D
Zoning Map

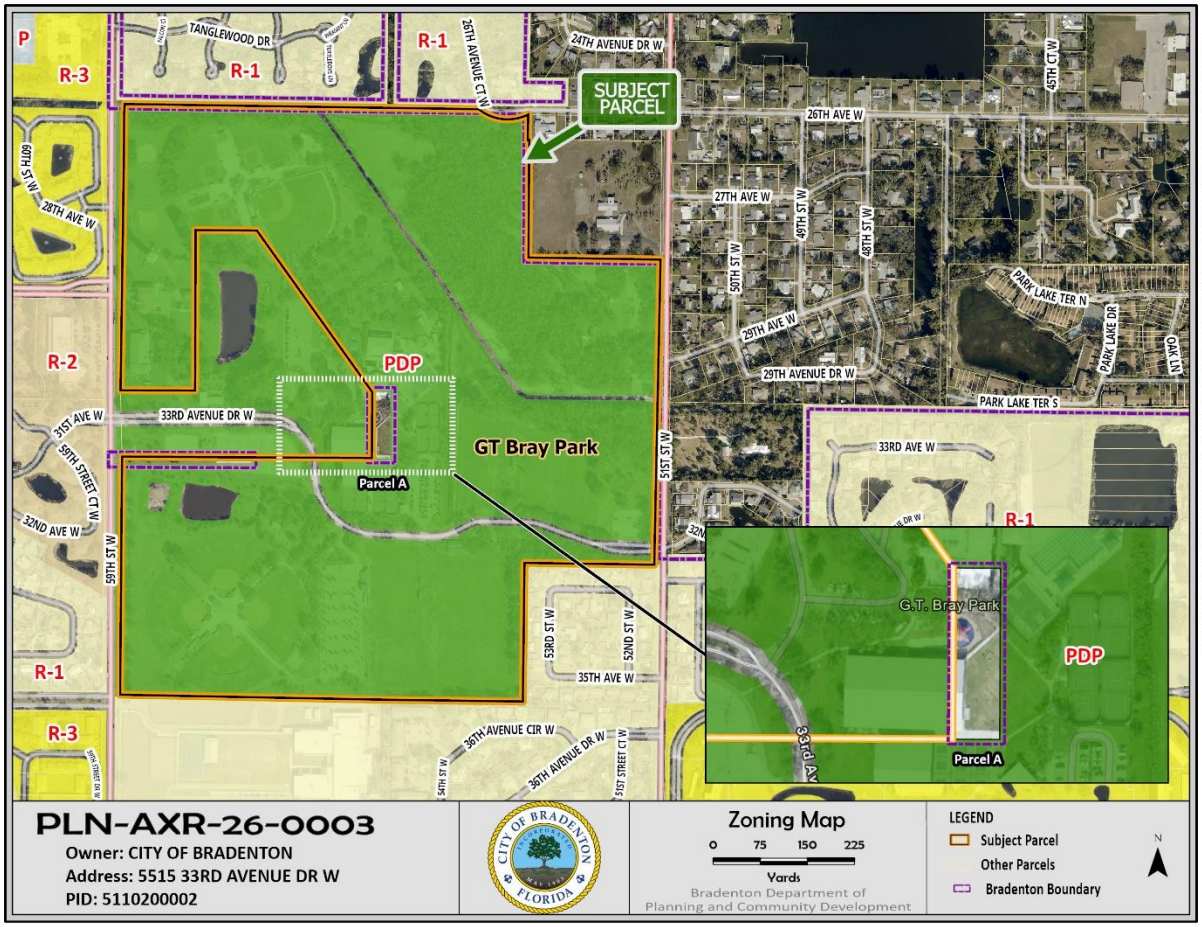
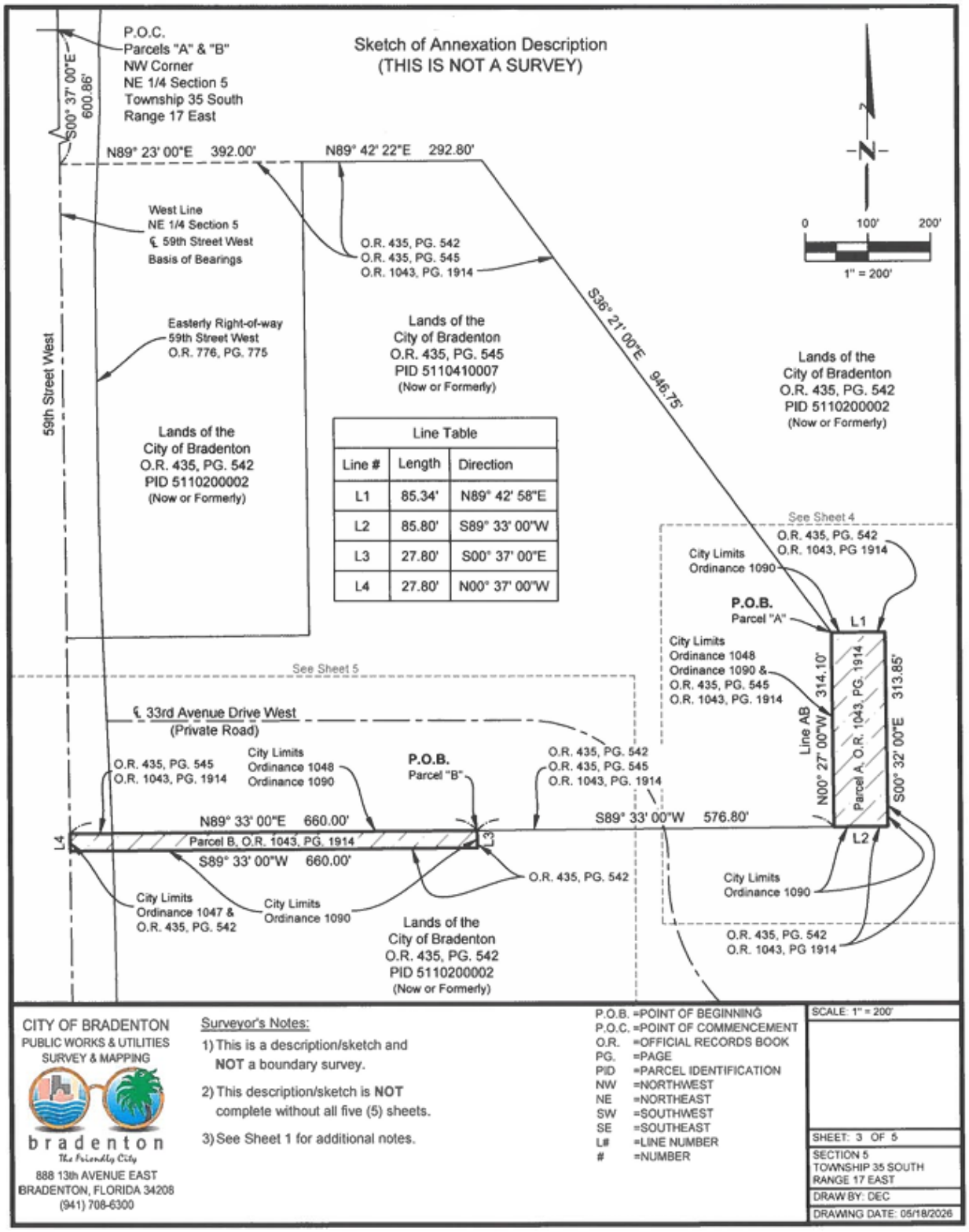


EXHIBIT E
Metes and Bounds



Annexation Description
(THIS IS NOT A SURVEY)

Description:

Those parcels conveyed from City National Bank of Miami to the City of Bradenton by a fee simple deed recorded in Official Records Book 1043, Page 1914 of the Public Records of Manatee County, Florida and being more partially described as follows:

Parcel "A"

Commence at the Northwest corner of the Northeast 1/4 of Section 5, Township 35 South, Range 17 East, thence S 00°37' 00" E, along the West line of said Northeast 1/4, a distance of 600.86 feet to a point on the center line of 59th Street West (60 feet wide); thence N 89°23' 00" E, a distance of 392.00 feet; thence N 89°42'22" E, a distance of 292.80 feet; thence S 36°21'00" E, a distance of 946.75 feet to the **POINT OF BEGINNING**; thence N 89°42'58" E, along a line described in Official Records Book 435, Page 542 and Official Records Book 1043, Page 1914 of the said public records and the City of Bradenton, Florida, Municipal Corporate limit line, described in City of Bradenton, Florida, Ordinance 1090, adopted May 13, 1970, a distance of 85.34 feet; thence S 00°32'00" E, along a line described in the said Official Records Books and the said Municipal Corporate limit line, a distance of 313.85 feet; thence S 89°33'00" W, along a line described in the said Official Records Books and the said Municipal Corporate limit line, a distance of 85.80 feet; thence N 00°27'00" W, along a line described in Official Records Book 435, Page 545 and Official Records Book 1043, Page 1914 of the said public records and the City of Bradenton, Florida, Municipal Corporate limit line described in the City of Bradenton, Florida, Ordinance 1048, adopted November 13, 1968 and Ordinance 1090, adopted May 13, 1970, a distance of 314.10 feet, more or less, to the **POINT OF BEGINNING**.

Containing 0.62 acres or 26,866 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 all five (5) sheets.
3) Bearing are based on the West line of the Northeast 1/4 of Section 5, Township 35 South, Range 17 East, being assumed as S00° 37' 00"E, and derived from Official Records Book 435, Page 542, Official Records Book 435, Page 545 and Official Records Book 1043, Page 1914, all recorded in the Public Records of Manatee County Florida and the City of Bradenton, Florida Ordinances 1048 and 1090.
4) This description was created using Official Records Book 435, Page 542, Official Records Book 435, Page 545 and Official Records Book 1043, Page 1914, all recorded in the Public Records of Manatee County Florida and the City of Bradenton Ordinances 1048 and 1090. There are several scriveners error contained within the descriptions of each of theses documents giving the appearance of a hiatus, gap or gore. These parcels are contiguous without any hiatus, gap or gore.
5) Distances are in U.S. Survey Feet and expressed in feet and decimal parts thereof.
6) Subject to easements, dedications and restrictions of record. No title commitment was provided to this Surveyor.
7) This description/sketch meets the requirements of Chapter 5J-17, Florida Administrative Code, as it pertains to descriptions/sketch to accompany description.
8) Any additions or deletions to this description/sketch by others than the signing party without written consent of the signing party is prohibited.
9) 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

Digitally signed by David E Cronkhite, PSM
Date: 2026.05.18 10:27:46 -04'00'

05/18/2026
DAVID E. CRONKHITE, PSM — DATE
FLORIDA CERTIFICATE NO. 6078

DAVID E. CRONKHITE
CERTIFICATE
NO. 6078
STATE OF FLORIDA
REGISTERED SURVEYOR & MAPPER

SCALE: NONE
SHEET: 1 OF 5
SECTION 5
TOWNSHIP 35 SOUTH
RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 05/18/2026

ROB PERRY, CITY ADMINISTRATOR

City Hall | 101 Old Main Street | Bradenton, Florida 34205
941.932.9442 | rob.perry@bradentonfl.gov
www.cityofbradenton.com

August 4, 2026

City of Bradenton City Council
City of Bradenton Planning Commission
City of Bradenton Planning Division
101 Old Main Street
Bradenton, FL 34205

RE: GT Bray Park Annexation, Comp Plan, and Zoning Atlas Map Amendments

Dear City Council, Planning Commission, and Planning staff,

City of Bradenton Administration is requesting annexation of two small parcels located within GT Bray Park that currently are in unincorporated Manatee County. The parcels (one being vacant and the other built upon) were part of a Fee Simple Deed dated January 31, 1983, between City National Bank of Miami and the City of Bradenton. The annexations will bring all city owned land within GT Bray Park into the city's jurisdiction.

Along with this request, the city is requesting the zoning of the two parcels be Planned Development Project (PDP) and that they are given a Future Land Use Classification of Recreation/Open Space (R/OS), which is consistent with the current zoning and Future Land Use Classification of GT Bray Park.

Attached to this letter is required documentation to support the requests.

Respectfully submitted,

Rob Perry
City Administrator

EXHIBIT "A"
Annexation Description
(THIS IS NOT A SURVEY)

Description:

Those parcels conveyed from City National Bank of Miami to the City of Bradenton by a fee simple deed recorded in Official Records Book 1043, Page 1914 of the Public Records of Manatee County, Florida and being more partially described as follows:

Parcel "A"

Commence at the Northwest corner of the Northeast 1/4 of Section 5, Township 35 South, Range 17 East, thence S 00°37' 00" E, along the West line of said Northeast 1/4, a distance of 600.86 feet to a point on the center line of 59th Street West (60 feet wide); thence N 89°23' 00" E, a distance of 392.00 feet; thence N 89°42'22" E, a distance of 292.80 feet; thence S 36°21'00" E, a distance of 946.75 feet to the **POINT OF BEGINNING**; thence N 89°42'58" E, along a line described in Official Records Book 435, Page 542 and Official Records Book 1043, Page 1914 of the said public records and the City of Bradenton, Florida, Municipal Corporate limit line, described in City of Bradenton, Florida, Ordinance 1090, adopted May 13, 1970, a distance of 85.34 feet; thence S 00°32'00" E, along a line described in the said Official Records Books and the said Municipal Corporate limit line, a distance of 313.85 feet; thence S 89°33'00" W, along a line described in the said Official Records Books and the said Municipal Corporate limit line, a distance of 85.80 feet; thence N 00°27'00" W, along a line described in Official Records Book 435, Page 545 and Official Records Book 1043, Page 1914 of the said public records and the City of Bradenton, Florida, Municipal Corporate limit line described in the City of Bradenton, Florida, Ordinance 1048, adopted November 13, 1968 and Ordinance 1090, adopted May 13, 1970, a distance of 314.10 feet, more or less, to the **POINT OF BEGINNING**.

Containing 0.62 acres or 26,866 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 all five (5) sheets.

3) Bearing are based on the West line of the Northeast 1/4 of Section 5, Township 35 South, Range 17 East, being assumed as S00° 37' 00"E, and derived from Official Records Book 435, Page 542, Official Records Book 435, Page 545 and Official Records Book 1043, Page 1914, all recorded in the Public Records of Manatee County Florida and the City of Bradenton, Florida Ordinances 1048 and 1090.

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5) Distances are in U.S. Survey Feet and expressed in feet and decimal parts thereof.

6) Subject to easements, dedications and restrictions of record. No title commitment was provided to this Surveyor.

7) This description/sketch meets the requirements of Chapter 5J-17, Florida Administrative Code, as it pertains to descriptions/sketch to accompany description.

8) Any additions or deletions to this description/sketch by others than the signing party without written consent of the signing party is prohibited.

9) 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

Digitally signed by David E Cronkhite, PSM
Date: 2026.05.18 10:27:46 -04'00'

05/18/2026

DAVID E. CRONKHITE, PSM — DATE
FLORIDA CERTIFICATE NO. 6078

DAVID E. CRONKHITE
CERTIFICATE
No. 6078
STATE OF FLORIDA
REGISTERD SURVEYOR & MAPPER

SCALE: NONE

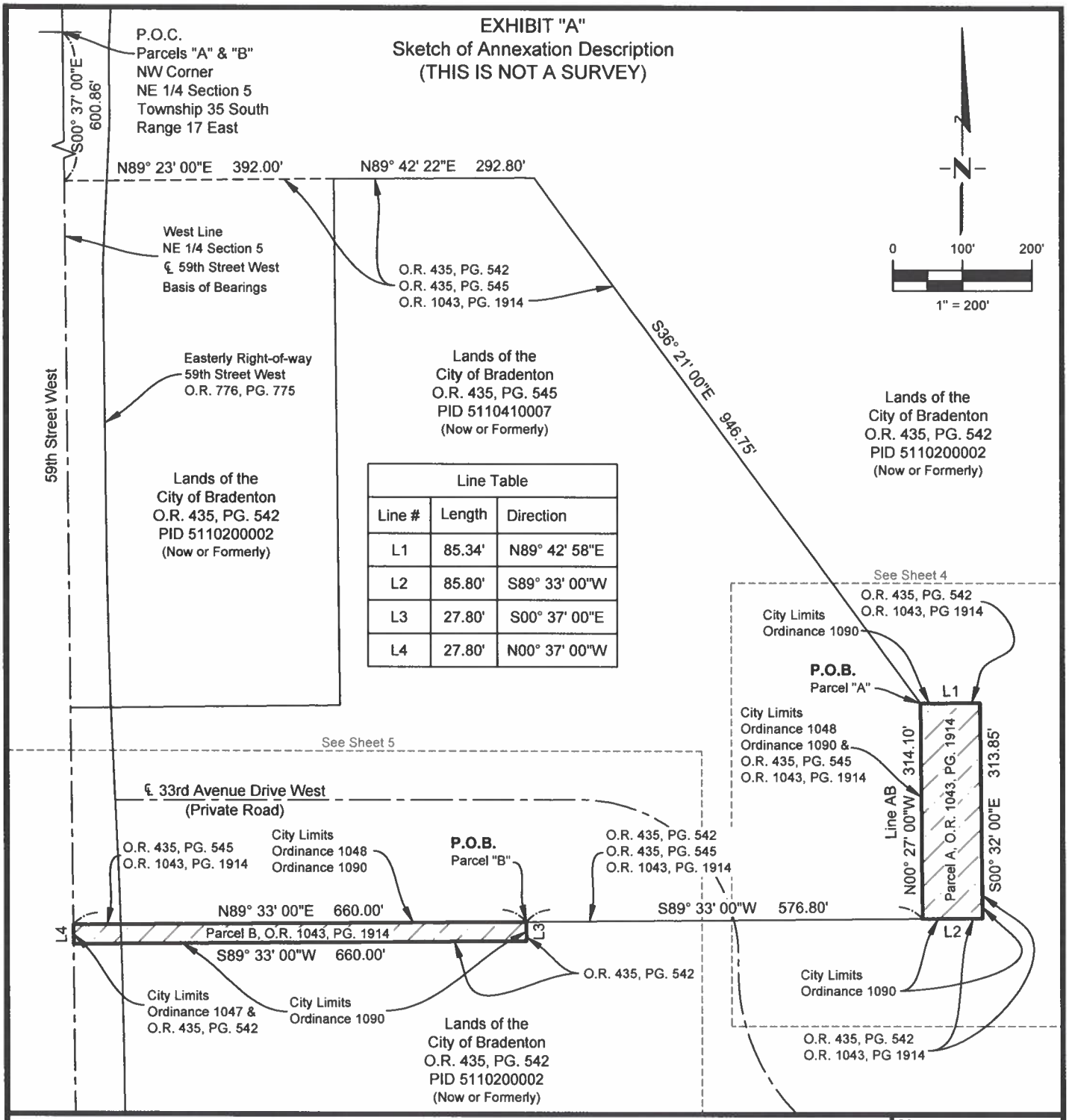
SHEET: 1 OF 5

SECTION 5
TOWNSHIP 35 SOUTH
RANGE 17 EAST

DRAW BY: DEC

DRAWING DATE: 05/18/2026

EXHIBIT "A"
Sketch of Annexation Description
(THIS IS NOT A SURVEY)



Line Table		
Line #	Length	Direction
L1	85.34'	N89° 42' 58"E
L2	85.80'	S89° 33' 00"W
L3	27.80'	S00° 37' 00"E
L4	27.80'	N00° 37' 00"W

CITY OF BRADENTON
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(941) 708-6300

Surveyor's Notes:

1) This is a description/sketch and **NOT** a boundary survey.
2) This description/sketch is **NOT** complete without all five (5) sheets.
3) See Sheet 1 for additional notes.

P.O.B.	=POINT OF BEGINNING
P.O.C.	=POINT OF COMMENCEMENT
O.R.	=OFFICIAL RECORDS BOOK
PG.	=PAGE
PID	=PARCEL IDENTIFICATION
NW	=NORTHWEST
NE	=NORTHEAST
SW	=SOUTHWEST
SE	=SOUTHEAST
L#	=LINE NUMBER
#	=NUMBER

SCALE: 1" = 200'

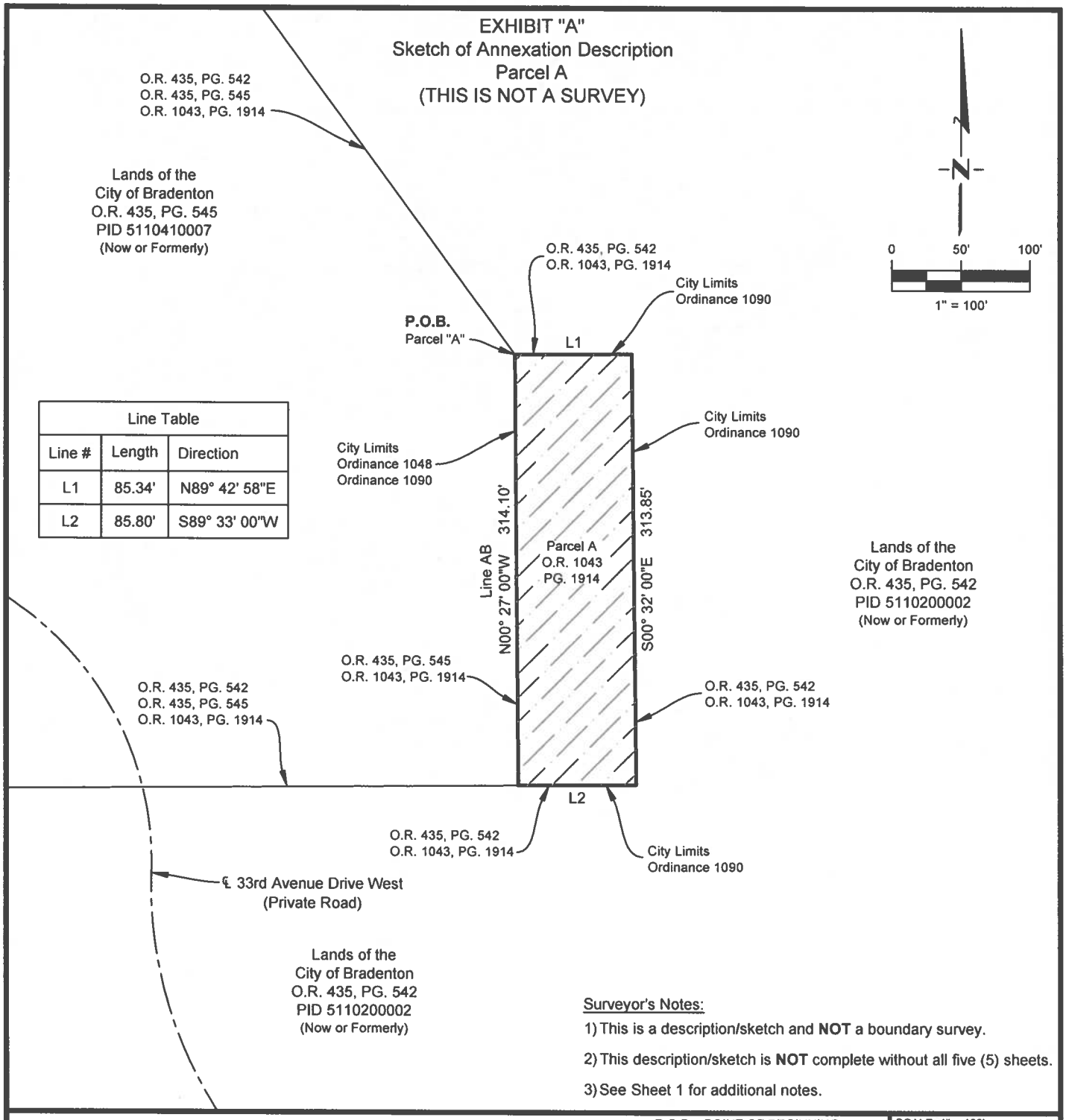
SHEET: 3 OF 5

SECTION 5
TOWNSHIP 35 SOUTH
RANGE 17 EAST

DRAW BY: DEC

DRAWING DATE: 05/18/2026

EXHIBIT "A"
Sketch of Annexation Description
Parcel A
(THIS IS NOT A SURVEY)



Line Table		
Line #	Length	Direction
L1	85.34'	N89° 42' 58"E
L2	85.80'	S89° 33' 00"W

Surveyor's Notes:

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NW	=NORTHWEST
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SW	=SOUTHWEST
SE	=SOUTHEAST
L#	=LINE NUMBER
#	=NUMBER

SCALE: 1" = 100'

SHEET: 4 OF 5

SECTION 5
TOWNSHIP 35 SOUTH
RANGE 17 EAST

DRAW BY: DEC

DRAWING DATE: 05/18/2026

883318

FEE SIMPLE DEED

THIS INDENTURE, Made this 31st day of January, 1983, between CITY NATIONAL BANK OF MIAMI, as Trustee under separate collateral declarations or agreements designated in its records as Trust No. 2-535 (said declarations and agreements being unrecorded), party of the first part, and the CITY OF BRADENTON, a municipal corporation, whose mailing address is Bradenton, Florida, party of the second part,

W I T N E S S E T H

That party of the first part, for and in consideration of the sum of Ten Dollars ($10.00) to it in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto the party of the second part, its successors and assigns, that certain land lying and being in the County of Manatee and State of Florida, more particularly described as follows:

PARCEL "A"

From the NW corner of the NE¼ of Section 5, Township 35 South, Range 17 East, run South 0°37' East along the West line of said NE¼ a distance of 600.86 feet to a point on the center line of 59th Street West (60 feet wide), thence run North 89°23' East a distance of 392 feet to a point, thence run North 89°42'22" East 292.80 feet, thence run South 36°21'00" East 946.75 feet to a point, said point being hereinafter referred to as Point A, thence run South 0°27'00" East 314.03 feet to a point, said point being hereinafter referred to as Point B and said line last run being hereinafter referred to as the Line AB, said Point B being the Point of Beginning, run thence North 0°27'00" West 314.03 feet along the Line AB to said Point A, thence run North 89°43'58" East 85.34 feet, thence run South 0°32'00" East 313.85 feet, thence run South 89°33'00" West 85.70 feet, more or less to the Point of Beginning

PARCEL "B"

Commence at Point B referred to in the description just above, run thence South 89°33'00" West 1236.80 feet to a point on the center line of 59th Street West, said point being hereinafter referred to as Point C and the line last run being hereinafter referred to as the Line BC, said Point C being also the Point of Beginning,

Documentary Stamps in the amount of $22.50
have been paid this 8 day of Feb 19 83
R. B. Shore, Clerk of the Circuit Court, Manatee County Florida
by D. Earnest Deputy Clerk.

O.R. 1043 PG 1914

run thence South 0°37'00" East along the West line of said NE¼ a distance of 27.80 feet to a point on the center line of said 59th Street West, run thence North 89°33'00" East parallel to the Line BC a distance of 660 feet to a point, run thence North 0°37'00" West a distance of 27.80 feet, more or less, to a point on the Line BC, run thence South 89°23'00" West along the Line BC a distance of 660 feet, more or less, to the Point of Beginning.

Said two tracts just above described containing in the aggregate approximately one acre.

PARCEL "C" (1)

Any lands, if any there should be, lying between Parcel "A" and any other lands now owned of record by the City of Bradenton which virtually surround said lands.

PARCEL "C" (2)

Any lands, if any there should be, lying between Parcel "B" and any other lands now owned of record by the City of Bradenton which virtually surround said lands.

together with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, dower, reversion, remainder and easment thereto belonging or in anywise appertaining.

SUBJECT TO THE FOLLOWING:

1. County and city taxes if any there should be.

2. Any valid and legally enforceable roads and road rights-of-way, streets, outfall ditches, drainage and irrigation canals and ditches, if any, and easements for utilities, rights-of-way, drainage and irrigation, all whether by reservation, dedication, order of taking or grant of record or whether by prescription.

3. Any matter of fact which an accurate survey or inspection of the premises will disclose.

4. Any applicable zoning, building, flood control or other rules, ordinances or regulations by any governmental agency which restrict, limit or prohibit the use of the described property or any part thereof.

O.R. 1043 PG 1915

TO HAVE AND TO HOLD the same in fee simple forever.

This Deed is the act and deed of CITY NATIONAL BANK OF MIAMI in its capacity as Trustee under separate collateral declarations or agreements designated in its records as Trust No. 2-535 (said declarations and agreements being unrecorded), and not in its individual capacity.

IN WITNESS WHEREOF, the said CITY NATIONAL BANK OF MIAMI has caused these presents to be executed in its name by its officers thereunto duly authorized, and its corporate seal to be affixed, in its capacity as Trustee under separate collateral declarations or agreements designated in its records as Trust No. 2-535 (said declarations and agreements being unrecorded), the day and year first above written.

CITY NATIONAL BANK OF MIAMI

BY: B. Kleckner
Vice President & Trust Officer

(CORP. SEAL)

Attest: David F. Dando
Title: TRUST OFFICER

Signed, sealed and delivered in the presence of:

Beatrice Silers

Joyce W. Tucci

As Trustee under separate collateral declarations or agreements designated in its records as Trust No. 2-535 (said declarations and agreements being unrecorded)

FILED AND RECORDED
FEB 8 2 19 PM '83
R.B. SIGAR, CLERK
MANATEE CTY, FLA

8833118

STATE OF FLORIDA
COUNTY OF DADE

I hereby certify that on this day, before me, an officer duly authorized in the state and county aforesaid to take acknowledgments, personally appeared B. KLECKNER and DAVID F. DANDO, well known to me to be the Vice President and TRUST OFFICER and the Trust Officer, respectively of CITY NATIONAL BANK OF MIAMI, to me known and known to me to be the persons described in and who executed the foregoing instrument, and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said Bank, and the said instrument is the act and deed of said Bank in the capacity therein set forth.

WITNESS, my hand and official seal in the county and state last aforesaid this 31 day of January, 1983.

NOTARY PUBLIC

Joyce W. Tucci
NOTARY PUBLIC

My commission expires:
Notary Public, State of Florida at Large
My Commission Expires March 11, 1983

O.R. 1043 PG 1916

AGENDA ITEM NO. 7.c

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: September 9, 2026

SUBMITTED BY: Brandon Wink, Planning & Community Development

ITEM TYPE: Ordinance

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: ORDINANCE 4081 - FIRST READING
AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, ANNEXING INTO THE CITY OF BRADENTON CERTAIN REAL PROPERTY CONTIGUOUS THERETO, GENERALLY LOCATED APROXIMATELY 160 FEET SOUTH OF THE INTERSECTION OF 59TH STREET WEST AND 33RD AVENUE DRIVE WEST, IDENTIFIED AS PARCEL "B" IN A FEE SIMPLE DEED OF THE MANATEE COUNTY OFFICIAL RECORDS BOOK 1043, PAGE 1914, AND MORE PARTICULARLY DESCRIBED HEREIN, CONTAINING 0.42 ACRES TOTAL AND OWNED BY THE CITY OF BRADENTON; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR AMENDMENT OF THE CITY BOUNDARIES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

SUGGESTED ACTION: No action is required on first reading. The second reading and public hearing are scheduled for October 14, 2026.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The applicant is requesting a voluntary annexation into the City of Bradenton for a parcel, known as "Parcel B" found within the GT Bray Park, approximately totaling 0.42 acres. The purpose is to create consistency within the park boundary, as the

"Parcel B" is entirely surrounded by existing park land.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by Attorney Rudacille.

SUGGESTED MOTION:
No action is required on first reading. The second reading and public hearing are scheduled for October 14, 2026.

ATTACHMENTS:
Ordinance 4081
Staff Report
Application

ORDINANCE NO. 4081

AN ORDINANCE OF THE CITY OF BRADENTON, FLORIDA, ANNEXING INTO THE CITY OF BRADENTON CERTAIN REAL PROPERTY CONTIGUOUS THERETO, GENERALLY LOCATED APROXIMATELY 160 FEET SOUTH OF THE INTERSECTION OF 59TH STREET WEST AND 33RD AVENUE DRIVE WEST, IDENTIFIED AS PARCEL "B" IN A FEE SIMPLE DEED OF THE MANATEE COUNTY OFFICIAL RECORDS BOOK 1043, PAGE 1914, AND MORE PARTICULARLY DESCRIBED HEREIN, CONTAINING 0.42 ACRES TOTAL AND OWNED BY THE CITY OF BRADENTON; PROVIDING FOR FINDINGS OF FACT; PROVIDING FOR AMENDMENT OF THE CITY BOUNDARIES; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 171.044, *Fla. Stat.*, provides for the voluntary annexation of reasonably compact real property that is contiguous to a municipality; and

WHEREAS, the City of Bradenton is the owner of approximately 0.42 acres of real property located at 5210 33rd Avenue Drive West, Bradenton, Florida 34209 (PID#5110200002), and legally described in **Exhibit A**, attached hereto and incorporated herein (the "Property"); and

WHEREAS, a map generally depicting the location of the Property is attached hereto and incorporated herein as **Exhibit B**; and

WHEREAS, the City of Bradenton, has executed a petition requesting that the Property be annexed into the City of Bradenton, pursuant to the provisions of Section 171.044, *Fla. Stat.*; and

WHEREAS, the Property is reasonably compact and contiguous to the City of Bradenton, the proposed annexation of the Property will not create any enclaves, and the proposed annexation otherwise meets the requirements of Section 2.2.6 of the City's Code of Ordinances, Objective 1.7 of the Future Land Use Element of the Comprehensive Plan, and Section 171.044, *Fla. Stat.*; and

WHEREAS, notice of said annexation, a copy of which is attached hereto and incorporated herein as **Exhibit C**, has been sent to the Board of County Commissioners for Manatee County and published as required under Section 171.044, *Fla. Stat.*; and

WHEREAS, the City Council of the City of Bradenton hereby finds and declares that the annexation of the Property into the City is in the best interest of the public health, safety, and welfare; and

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

Section 1. Findings of Fact. The above "Whereas" clauses are adopted herein as findings of fact.

Section 2. Annexation of the Property. The Property, as legally described in Exhibit A and as generally depicted in Exhibit B, attached hereto and incorporated herein, is hereby annexed into and incorporated within the City of Bradenton as fully and effectually as if the same were included within the boundary of the City of Bradenton, as set forth in the Charter.

Section 3. Amendment of City Boundaries. The legal description of the City of Bradenton municipal boundaries, as described in the City Charter and kept on file in the City Clerk's office, is hereby amended to reflect the annexation of the Property. The City Clerk is hereby

directed to undertake measures necessary to amend the municipal boundaries consistent with this Ordinance and to make the filings required under Section 171.044, *Fla. Stat.*

Section 4. Severability. If any provision of this Ordinance or the application thereof to any person or circumstances is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

Section 5. Effective Date. This Ordinance shall take effect as provided by law.

FIRST READING	September 9, 2026
PUBLICATION DATE	September 6, 2026 September 13, 2026
SECOND READING	October 14, 2026

PASSED AND DULY ADOPTED, BY THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, with a quorum present and voting, this ___, day of October 2026.

CITY OF BRADENTON, FLORIDA

_____

Gene Brown, Mayor

ATTEST:

By: _____

Tamara Melton, City Clerk

APPROVED AS TO FORM:

By: _____

Scott Rudacille, City Attorney

Exhibit A

Annexation Description
(THIS IS NOT A SURVEY)

Parcel "B"

Commence at the Northwest corner of the Northeast 1/4 of Section 5, Township 35 South, Range 17 East, thence S 00°37' 00" E, along the West line of said Northeast 1/4, a distance of 600.86 feet to a point on the center line of 59th Street West (60 feet wide); thence N 89°23' 00" E, a distance of 392.00 feet; thence N 89°42'22" E, a distance of 292.80 feet; thence S 36°21'00" E, a distance of 946.75 feet; thence S 00°27'00" E, along the City of Bradenton, Florida, Municipal Corporate limit line described in the City of Bradenton, Florida, Ordinance 1048, adopted November 13, 1968 and Ordinance 1090, adopted May 13, 1970, a distance of 314.10 feet; thence S 89°33'00" W, along the City of Bradenton, Florida, Municipal Corporate limit line described in the City of Bradenton, Florida, Ordinance 1048, adopted November 13, 1968 and Ordinance 1090, adopted May 13, 1970, a distance of 576.80 feet the **POINT OF BEGINNING**; thence S 00°37'00" E, along a line described in Official Records Book 435, Page 542 and Official Records Book 1043, Page 1914 of the said public records and the City of Bradenton, Florida, Municipal Corporate limit line described in the City of Bradenton, Florida, Ordinance 1090, adopted May 13, 1970, a distance of 27.80 feet; thence S 89°33'00" W, along a line described in the said Official Records Books and the said Municipal Corporate limit line, a distance of 660.00 feet to a point on the center line of 59th Street West, thence N 00°37'00" W, along the center line of 59th Street West, also being the West line of said Northeast 1/4, a line described in the said Official Records Books and the City of Bradenton, Florida, Municipal Corporate limit line described in City of Bradenton, Florida, Ordinance 1047, adopted November 13, 1968, a distance of 27.80 feet to a point on the centerline of said 59th Street West; thence N 89°33'00" E, along a line described in Official Records Book 435, Page 545 and Official Records Book 1043, Page 1914 of the said public records and the City of Bradenton, Florida, Municipal Corporate limit line, described in City of Bradenton, Florida, Ordinance 1048, adopted November 13, 1968 and Ordinance 1090, adopted May 13, 1970, a distance of 660.00 feet; to the **POINT OF BEGINNING**.

Containing 0.42 acres or 18,348 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 all five (5) sheets.

3) See Sheet 1 for additional notes.

CITY OF BRADENTON
PUBLIC WORKS & UTILITIES
SURVEY & MAPPING
bradenton
The Friendly City
888 13th AVENUE EAST
BRADENTON, FLORIDA 34208
(941) 708-6300

SCALE: NONE

SHEET: 2 OF 5

SECTION 5
TOWNSHIP 35 SOUTH
RANGE 17 EAST

DRAW BY: DEC

DRAWING DATE: 05/18/2026

Exhibit B

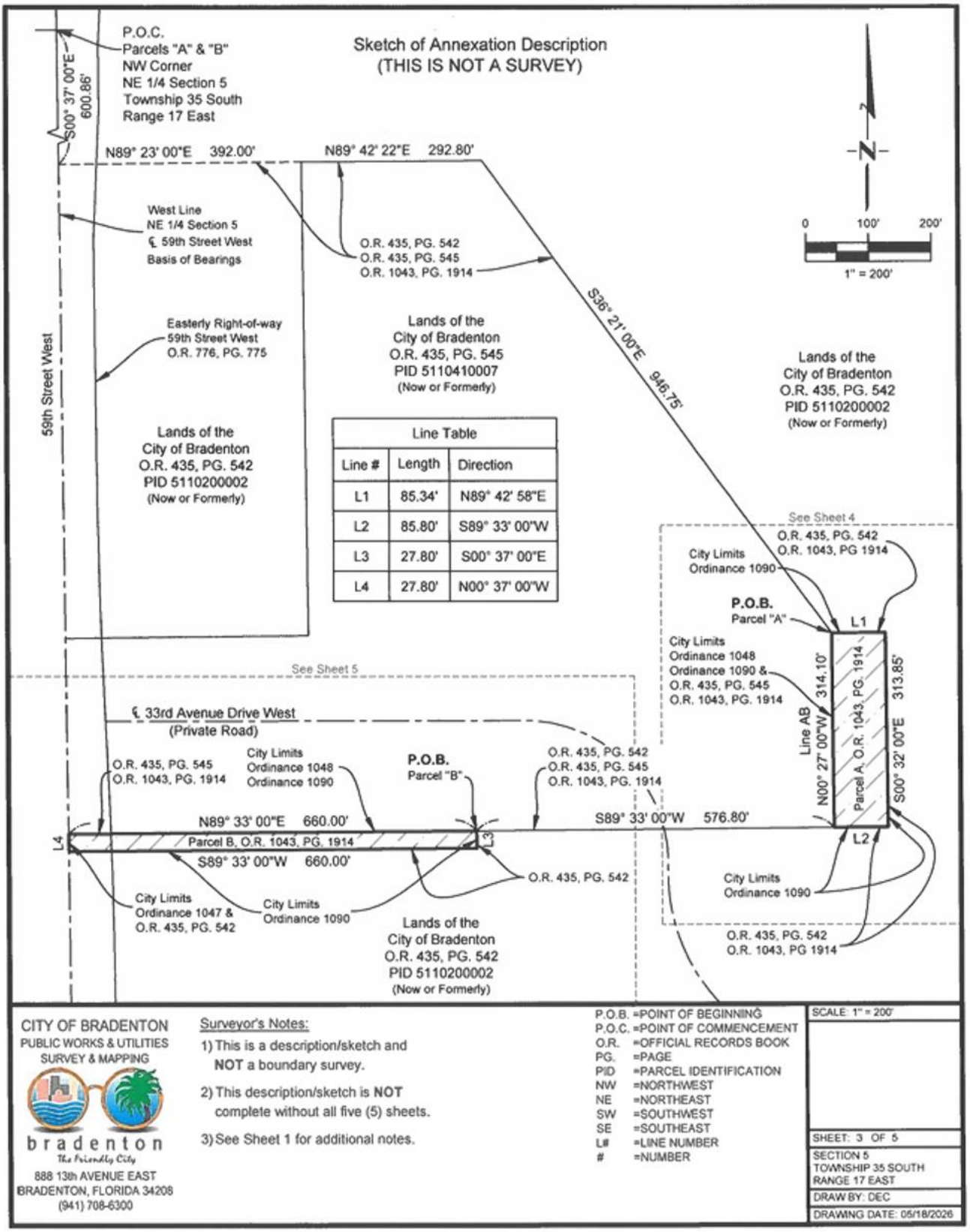

Sketch of Annexation Description
(THIS IS NOT A SURVEY)
P.O.C.
Parcels "A" & "B"
NW Corner
NE 1/4 Section 5
Township 35 South
Range 17 East
S00° 37' 00"E 600.86'
N89° 23' 00"E 392.00'
N89° 42' 22"E 292.80'
West Line
NE 1/4 Section 5
℄ 59th Street West
Basis of Bearings
O.R. 435, PG. 542
O.R. 435, PG. 545
O.R. 1043, PG. 1914
S36° 21' 00"E 946.75'
Easterly Right-of-way
59th Street West
O.R. 776, PG. 775
59th Street West
Lands of the
City of Bradenton
O.R. 435, PG. 545
PID 5110410007
(Now or Formerly)
Lands of the
City of Bradenton
O.R. 435, PG. 542
PID 5110200002
(Now or Formerly)
Lands of the
City of Bradenton
O.R. 435, PG. 542
PID 5110200002
(Now or Formerly)
Line Table
Line # | Length | Direction
L1 | 85.34' | N89° 42' 58"E
L2 | 85.80' | S89° 33' 00"W
L3 | 27.80' | S00° 37' 00"E
L4 | 27.80' | N00° 37' 00"W
0 100' 200'
1" = 200'
See Sheet 4
See Sheet 5
O.R. 435, PG. 542
O.R. 1043, PG 1914
City Limits
Ordinance 1090
P.O.B.
Parcel "A"
L1
City Limits
Ordinance 1048
Ordinance 1090 &
O.R. 435, PG. 545
O.R. 1043, PG. 1914
Line AB
N00° 27' 00"W 314.10'
Parcel A, O.R. 1043, PG. 1914
S00° 32' 00"E 313.85'
℄ 33rd Avenue Drive West
(Private Road)
O.R. 435, PG. 545
O.R. 1043, PG. 1914
City Limits
Ordinance 1048
Ordinance 1090
P.O.B.
Parcel "B"
O.R. 435, PG. 542
O.R. 435, PG. 545
O.R. 1043, PG. 1914
N89° 33' 00"E 660.00'
S89° 33' 00"W 576.80'
L4
Parcel B, O.R. 1043, PG. 1914
S89° 33' 00"W 660.00'
L3
L2
O.R. 435, PG. 542
City Limits
Ordinance 1047 &
O.R. 435, PG. 542
City Limits
Ordinance 1090
Lands of the
City of Bradenton
O.R. 435, PG. 542
PID 5110200002
(Now or Formerly)
City Limits
Ordinance 1090
O.R. 435, PG. 542
O.R. 1043, PG 1914
CITY OF BRADENTON
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SE =SOUTHEAST
L# =LINE NUMBER
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SCALE: 1" = 200'
SHEET: 3 OF 5
SECTION 5
TOWNSHIP 35 SOUTH
RANGE 17 EAST
DRAW BY: DEC
DRAWING DATE: 05/18/2026

Exhibit C

MAYOR GENE BROWN

City Hall | 101 Old Main Street | Bradenton, Florida 34205
941.932.9450 | mayor@cityofbradenton.com
www.cityofbradenton.com

August 17, 2026

Mr. Tal Siddique, Chairperson
Manatee County Board of County Commissioners
Manatee County Administration Bui9lding
1112 Manatee Avenue West
Bradenton, Florida 34205

Re: City of Bradenton Annexation

Chairperson Siddique,

As Mayor of the City of Bradenton, on behalf of the governing body of the City, this notice is hereby provided pursuant to F. S. Section 171.044(6) to the Manatee Board of County Commissioners that the City of Bradenton intends to consider a voluntary annexation of approximately 1.04 acres of land located within G.T. Bray Park. The areas to be annexed are depicted on the attached maps, surveys, and metes and bounds descriptions.

The subject properties are currently owned by the City of Bradenton, and the City is the applicant of this petition. As such, this may be considered voluntary annexations.

The City has reviewed these annexations in accordance with F.S. Chapter 171 and found that they are reasonably compact, contiguous to property that is currently within the City of Bradenton's jurisdiction and that the annexations of these properties will not create an enclave.

It is expected that the annexation ordinances will be heard on First Reading at the regular City Council meeting on September 9, 2026, with Second Reading on October 14, 2026.

We appreciate our partnership with Manatee County and will be available to answer any questions. If you have any questions or concerns, please contact my office at (941) 932-9450 or at gene.brown@bradentonfl.gov or you may discuss with Robin Singer, Director of Planning & Community Development at (941) 932-9408 or email robin.singer@bradentonfl.gov.

Sincerely,

Gene Brown
Mayor

Cc: Rob Perry
Lance Williams
Corey Fortin
Robin Singer
Greg DeLong

City of Bradenton
Planning and Community Development Department
City Council First Reading
September 9, 2026

Staff Report

Case Number: PLN-AXR-26-0004
Ordinance No.: 4081
Applicant: City of Bradenton
Owner: City of Bradenton
Address: 5210 33rd Ave. Dr. W.
Parcel ID No: Surrounded by parcel 5110200002
Current Zoning: Unknown
Future Land Use: Unknown
Flood Zone: X

Surrounding Property - Zoning and Future Land Use:

Current Zoning:

North: City of Bradenton – Planned Development District
South: City of Bradenton – Planned Development District
East: City of Bradenton – Planned Development District
West: City of Bradenton – Planned Development District

Future Land Use:

North: City of Bradenton – Recreation / Open Space
South: City of Bradenton – Recreation / Open Space
East: City of Bradenton – Recreation / Open Space
West: City of Bradenton – Recreation / Open Space

REQUEST:

The applicant is requesting a voluntary annexation into the City of Bradenton for one parcel approximately 160 feet south of the intersection of 59th Street East and 33rd Avenue Drive West containing approximately .42 acres of land. The purpose of this annexation is for the land of GT Bray Park to be wholly owned in one complete parcel by the City of Bradenton. The Parcel, herein referred to as "Parcel B" is shown as "Exhibit A" below.

COMPREHENSIVE PLAN ANALYSIS:

Objective 1.7 of the Future Land Use Element of the Comprehensive Plan provides criteria "*to expand City boundaries through annexation of unincorporated land in a logical, sequential and efficient manner*." The following analysis provides responses to the criteria and the requirements of Florida Statutes Chapter 171.

Policy 1.7.2 Annexation Feasibility Study (AFS)

The applicant shall produce an Annexation Feasibility Study for every proposed annexation outlining the property's compliance with the specific policies of Objective 1.7. At a minimum, the AFS will include:

- ***A statement addressing the requirements of annexations outlined in Ch. 171, FS.***

Florida Statutes Section 171.044 provides for the voluntary annexation of property as follows:

> *The owner or owners of real property in an unincorporated area of a county which is contiguous to a municipality and reasonably compact may petition the governing body of said municipality that said property be annexed to the municipality.*

The subject parcel is compact, contiguous property to a parcel (5110200002) that is already under the jurisdiction of the City of Bradenton.

> *Land shall not be annexed through voluntary annexation when such annexation results in the creation of enclaves*

A statement addressing the potential creation of an enclave.

Pursuant to F.S. 171.031(5):

> *(5) "Enclave" means:*
>
> *(a) Any unincorporated improved or developed area that is enclosed within and bounded on all sides by a single municipality; or*
>
> *(b) Any unincorporated improved or developed area that is enclosed within and bounded by a single municipality and a natural or manmade obstacle that allows the passage of vehicular traffic to that unincorporated area only through the municipality.*

The area proposed for annexation does not create an enclave. The parcel in all directions of the subject property is within the jurisdiction of the City of Bradenton.

- ***A statement addressing the potential creation of a "leap-frog" extension.***

The parcel to be annexed is substantially contiguous to a parcel already under Bradenton's jurisdiction.

- ***A statement addressing the potential creation of a nearly surrounded pocket of unincorporated land.***

This annexation does not fully surround or create a pocket of unincorporated land.

- ***A statement addressing the potential creation of an overly irregular City Boundary.***

This annexation does not create a newly irregular City boundary.

- ***An inventory of existing public services provided to the proposed annexation by the County or others.***

The subject parcel is currently operating as part of the park and is receiving public services

- ***An inventory of public services to be provided by the City upon annexation.***

The subject parcel is currently operating as part of the park to which it will be annexed into, creating no change in the existing public services provided by the City.

- ***A statement from the City Engineer noting if the provision of public services to the proposed property will adversely affect the provision of services to existing City residents.***

A statement from the City Engineer noting that no change has been provided.

- ***The results of a fiscal impact assessment of the proposed annexation.***

Policy 1.7.3 Public Services

- ***The City shall deny or delay annexations of properties that would cause a decrease in the City's ability to provide adequate public services to existing City residents at approved LOS standards, until such time as the deficiency can be corrected. Public services to be considered include, but are not limited to:***
  - ***Potable water***
  - ***Wastewater***
  - ***Stormwater***
  - ***Police***
  - ***Fire protection***
  - ***Road maintenance***
  - ***Garbage collection***
  - ***Parks and recreation***

There will be no changes to the City's existing ability to provide these services as a result of this annexation.

Policy 1.7.4 Fiscal Impact

- ***The City shall not approve a proposed annexation if a fiscal impact assessment of the property shows a negative benefit to the City, unless the annexation is to correct an overriding public health or safety issue.***

A fiscal impact analysis has been completed and submitted.

Policy 1.7.5 Assignment of Future Land Use

- ***The City shall assign land annexed into the City a future land use category during the next comprehensive plan amendment cycle, consistent with all policies in this Comprehensive Plan and adjacent land use categories, as shown on the adopted Future Land Use Map.***

Amendments to the Future Land Use Map and zoning map for the City are in progress with a Planning Commission meeting set for September 16, 2026.

Policy 1.7.6 Public Facilities Efficiency

- **The City shall encourage annexation of property where the annexation promotes the efficiency of utilities or roadways.**

The proposed annexation of this City owned property is efficient as the site is contiguous to property that is already within the City's jurisdiction.

STAFF COMMENTS:

This voluntary annexation of this specific parcel will allow for GT Bray Park to be one contiguous parcel within the City of Bradenton's jurisdiction, and second reading will take place on October 14, 2026.

Respectfully submitted,

Brandon Wink

Brandon Wink,
City Planner

EXHIBITS:

EXHIBIT A: Parcel B Sketch

EXHIBIT B: Location Map

EXHIBIT C: Future Land Use Map

EXHIBIT D: Zoning Map

EXHIBIT E: Metes and Bounds

EXHIBIT A
Parcel B Sketch

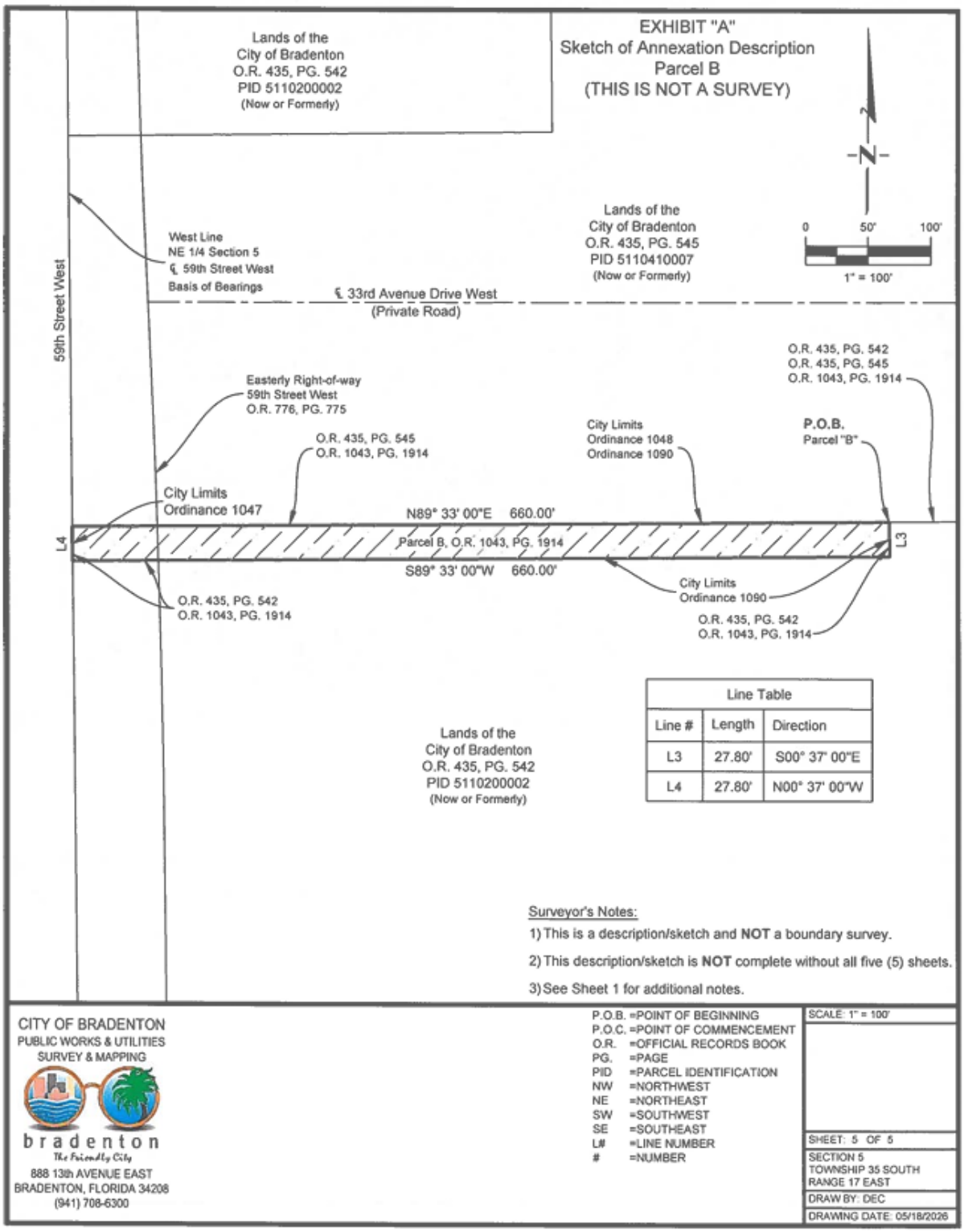


EXHIBIT B
Location Map

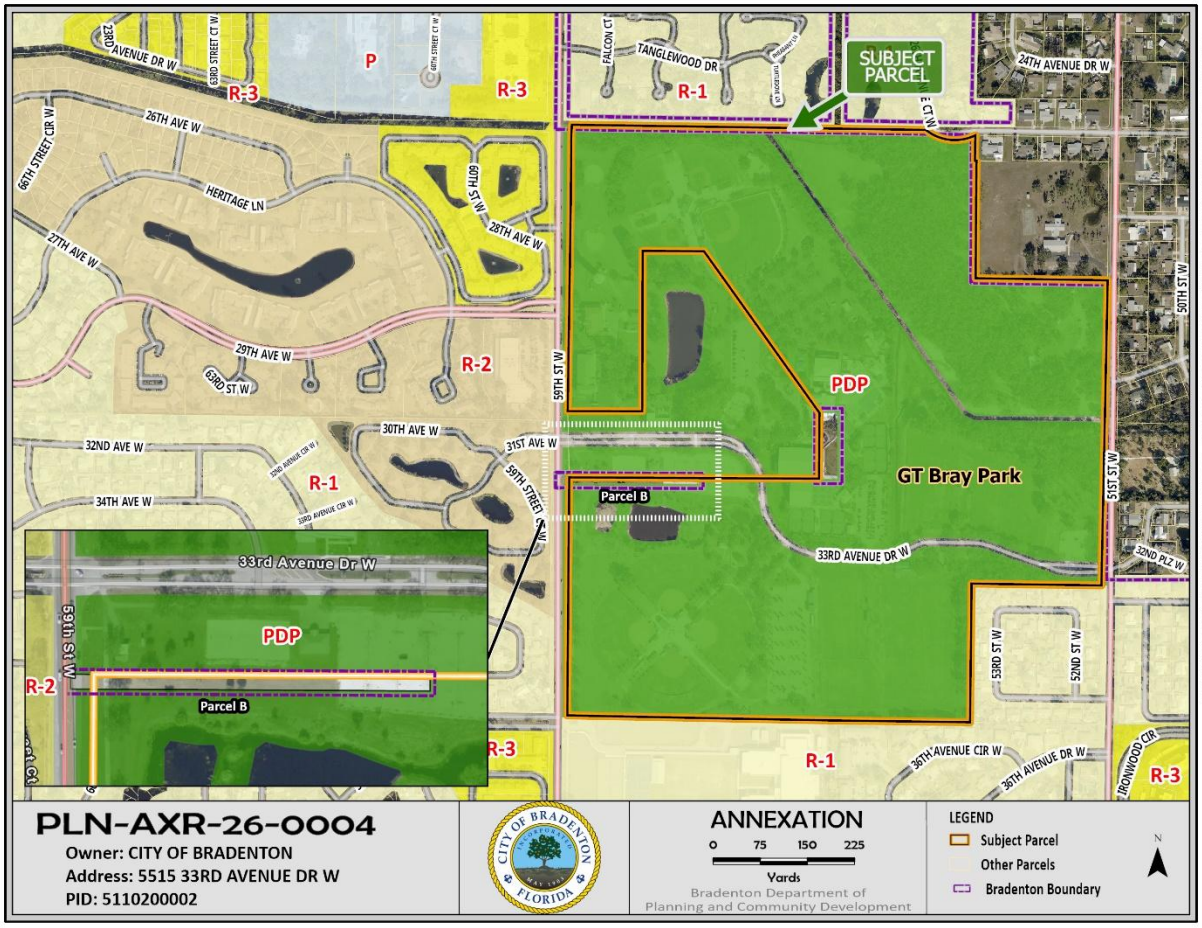


EXHIBIT C
Future Land Use Map

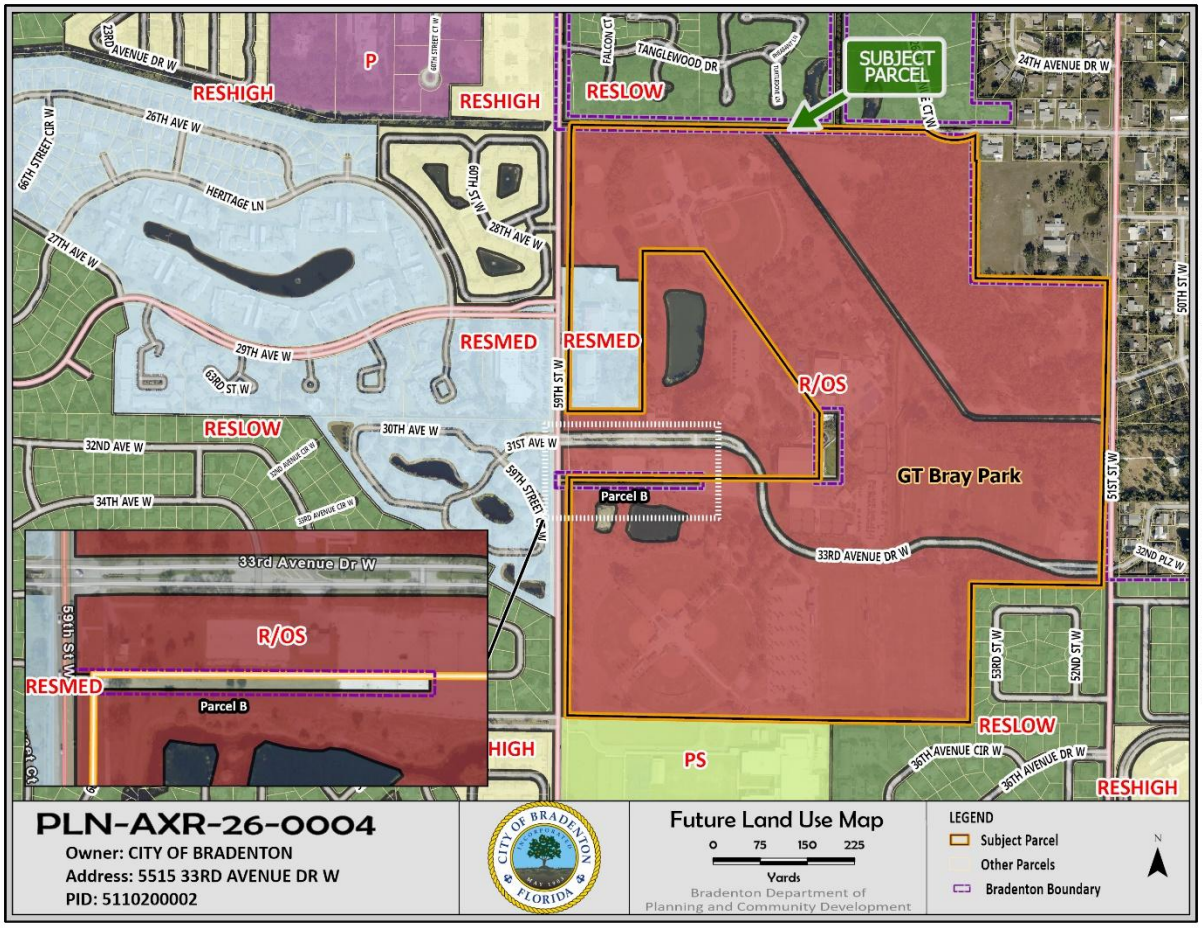


EXHIBIT D
Zoning Map

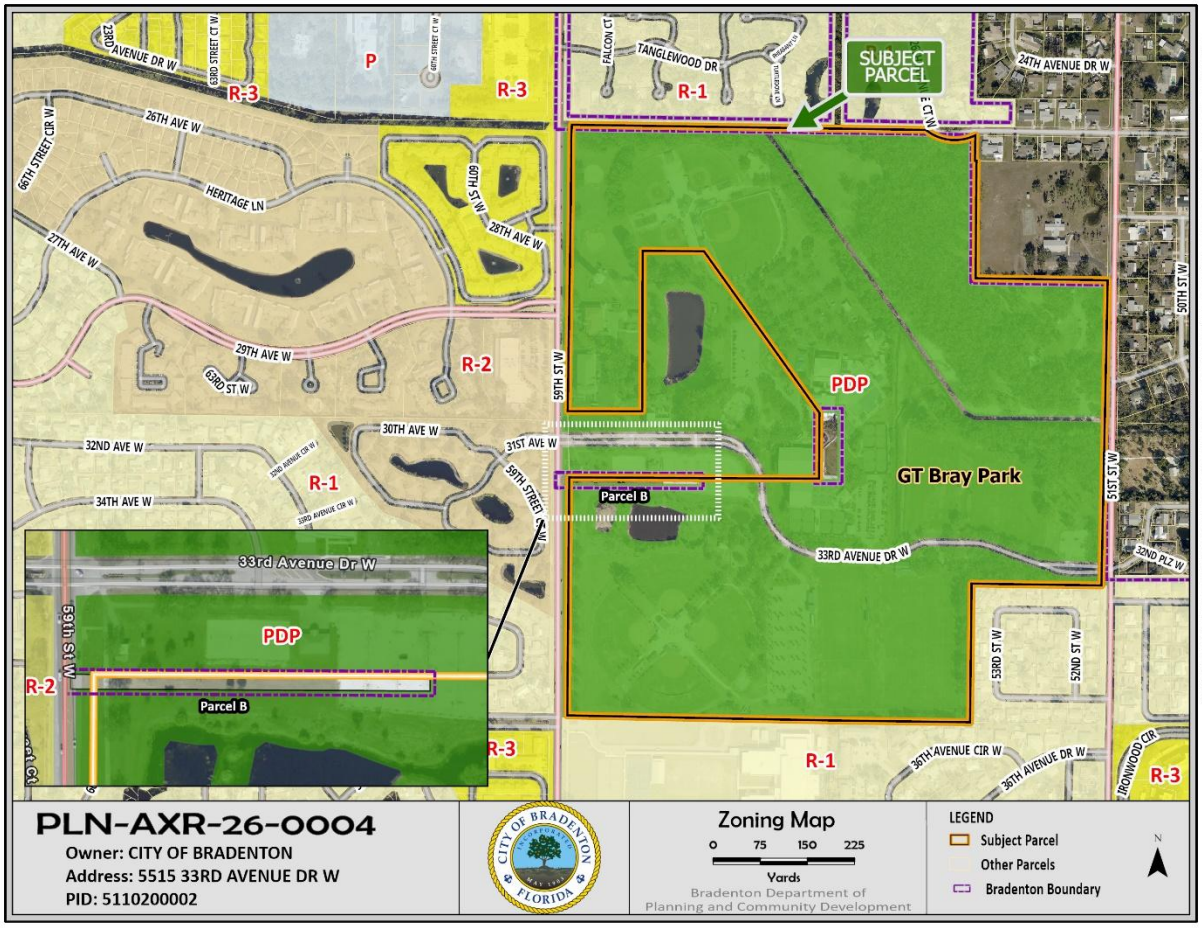
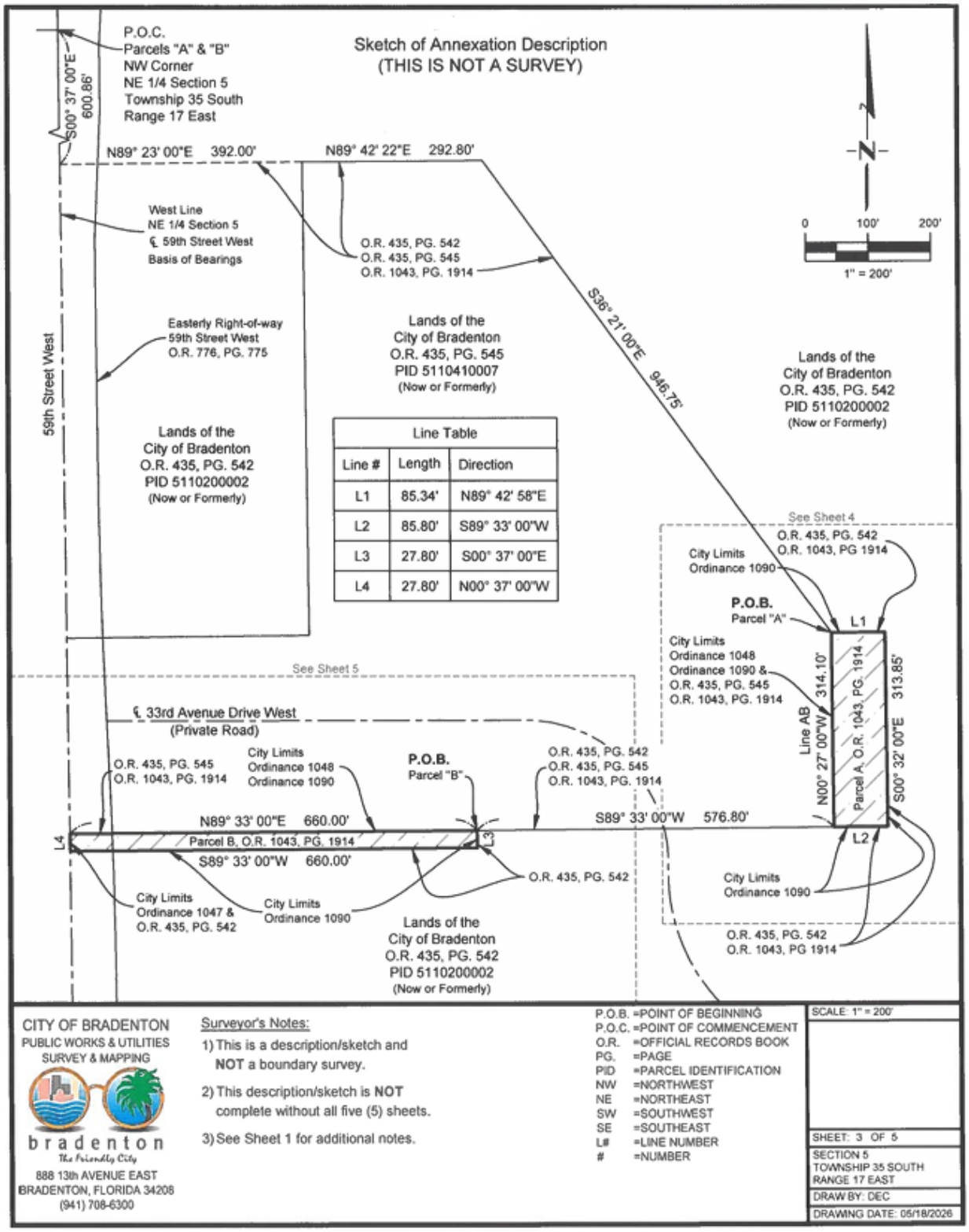


EXHIBIT E
Metes and Bounds



Annexation Description
(THIS IS NOT A SURVEY)

Parcel "B"

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BRADENTON, FLORIDA 34208
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SCALE: NONE

SHEET: 2 OF 5

SECTION 5
TOWNSHIP 35 SOUTH
RANGE 17 EAST

DRAW BY: DEC

DRAWING DATE: 05/18/2026

ROB PERRY, CITY ADMINISTRATOR

City Hall | 101 Old Main Street | Bradenton, Florida 34205
941.932.9442 | rob.perry@bradentonfl.gov
www.cityofbradenton.com

August 4, 2026

City of Bradenton City Council
City of Bradenton Planning Commission
City of Bradenton Planning Division
101 Old Main Street
Bradenton, FL 34205

RE: GT Bray Park Annexation, Comp Plan, and Zoning Atlas Map Amendments

Dear City Council, Planning Commission, and Planning staff,

City of Bradenton Administration is requesting annexation of two small parcels located within GT Bray Park that currently are in unincorporated Manatee County. The parcels (one being vacant and the other built upon) were part of a Fee Simple Deed dated January 31, 1983, between City National Bank of Miami and the City of Bradenton. The annexations will bring all city owned land within GT Bray Park into the city's jurisdiction.

Along with this request, the city is requesting the zoning of the two parcels be Planned Development Project (PDP) and that they are given a Future Land Use Classification of Recreation/Open Space (R/OS), which is consistent with the current zoning and Future Land Use Classification of GT Bray Park.

Attached to this letter is required documentation to support the requests.

Respectfully submitted,

Rob Perry
City Administrator

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SCALE: NONE

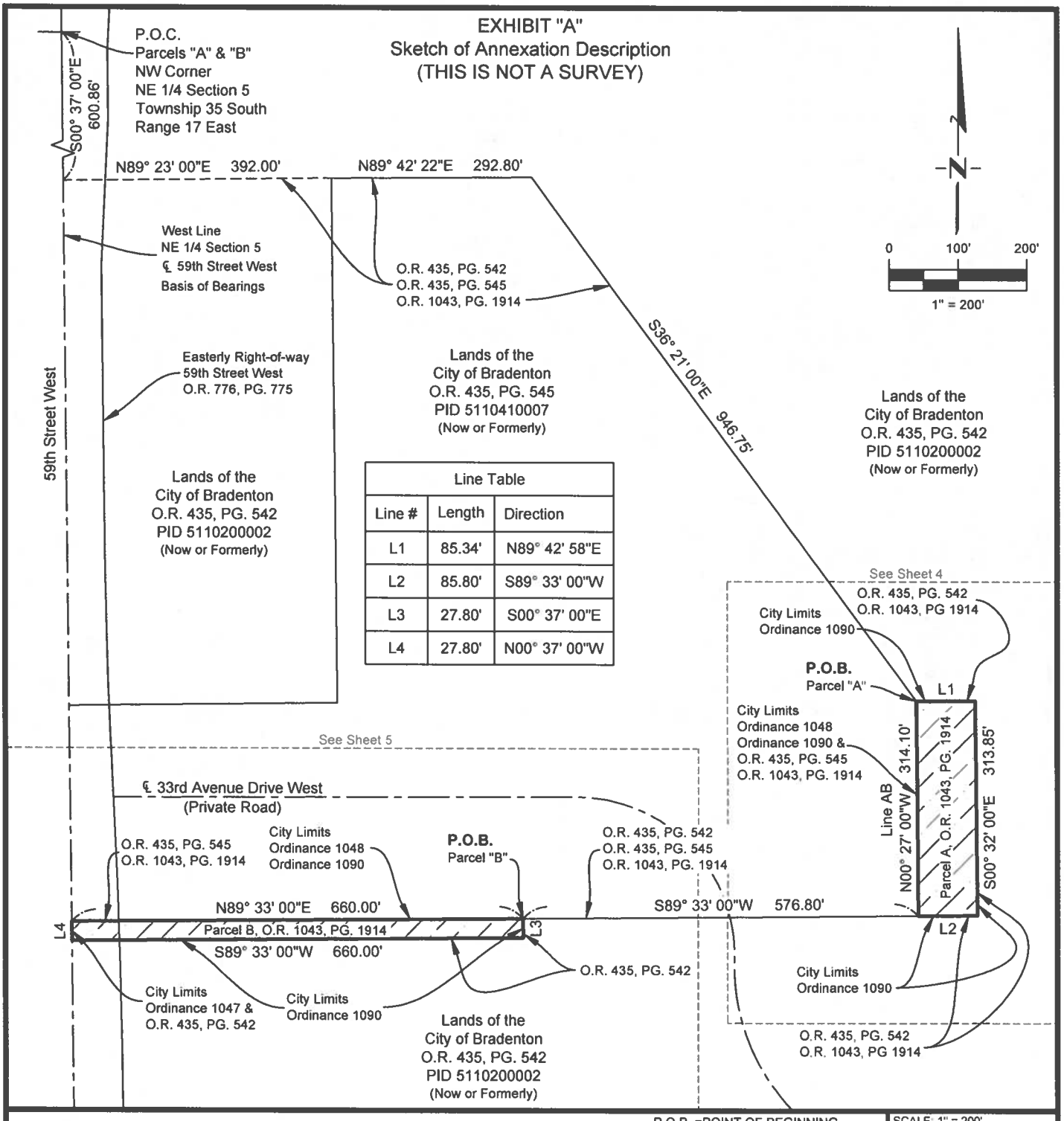
SHEET: 2 OF 5

SECTION 5
TOWNSHIP 35 SOUTH
RANGE 17 EAST

DRAW BY: DEC

DRAWING DATE: 05/18/2026

EXHIBIT "A"
Sketch of Annexation Description
(THIS IS NOT A SURVEY)



Line Table		
Line #	Length	Direction
L1	85.34'	N89° 42' 58"E
L2	85.80'	S89° 33' 00"W
L3	27.80'	S00° 37' 00"E
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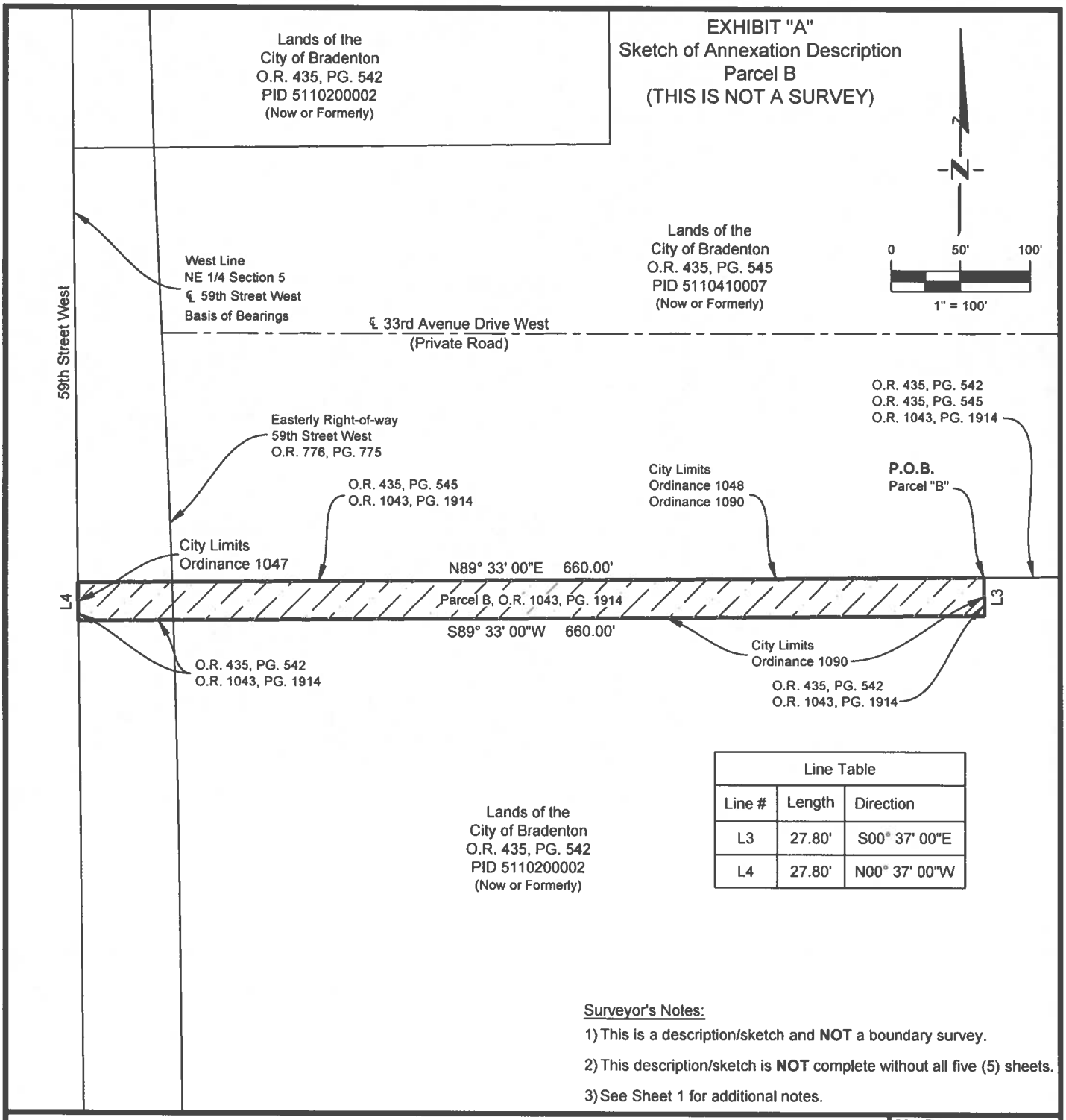
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TOWNSHIP 35 SOUTH
RANGE 17 EAST

DRAW BY: DEC

DRAWING DATE: 05/18/2026

EXHIBIT "A"
Sketch of Annexation Description
Parcel B
(THIS IS NOT A SURVEY)



Line Table		
Line #	Length	Direction
L3	27.80'	S00° 37' 00"E
L4	27.80'	N00° 37' 00"W

Lands of the
City of Bradenton
O.R. 435, PG. 542
PID 5110200002
(Now or Formerly)

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SHEET: 5 OF 5

SECTION 5
TOWNSHIP 35 SOUTH
RANGE 17 EAST

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883318

FEE SIMPLE DEED

THIS INDENTURE, Made this 31st day of January, 1983, between CITY NATIONAL BANK OF MIAMI, as Trustee under separate collateral declarations or agreements designated in its records as Trust No. 2-535 (said declarations and agreements being unrecorded), party of the first part, and the CITY OF BRADENTON, a municipal corporation, whose mailing address is Bradenton, Florida, party of the second part,

W I T N E S S E T H

That party of the first part, for and in consideration of the sum of Ten Dollars ($10.00) to it in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell and convey unto the party of the second part, its successors and assigns, that certain land lying and being in the County of Manatee and State of Florida, more particularly described as follows:

PARCEL "A"

From the NW corner of the NE¼ of Section 5, Township 35 South, Range 17 East, run South 0°37' East along the West line of said NE¼ a distance of 600.86 feet to a point on the center line of 59th Street West (60 feet wide), thence run North 89°23' East a distance of 392 feet to a point, thence run North 89°42'22" East 292.80 feet, thence run South 36°21'00" East 946.75 feet to a point, said point being hereinafter referred to as Point A, thence run South 0°27'00" East 314.03 feet to a point, said point being hereinafter referred to as Point B and said line last run being hereinafter referred to as the Line AB, said Point B being the Point of Beginning, run thence North 0°27'00" West 314.03 feet along the Line AB to said Point A, thence run North 89°43'58" East 85.34 feet, thence run South 0°32'00" East 313.85 feet, thence run South 89°33'00" West 85.70 feet, more or less to the Point of Beginning

PARCEL "B"

Commence at Point B referred to in the description just above, run thence South 89°33'00" West 1236.80 feet to a point on the center line of 59th Street West, said point being hereinafter referred to as Point C and the line last run being hereinafter referred to as the Line BC, said Point C being also the Point of Beginning,

Documentary Stamps in the amount of $22.50
have been paid this 8 day of Feb 19 83
R. B. Shore, Clerk of the Circuit Court, Manatee County Florida
by D. Earnest Deputy Clerk.

O.R. 1043 PG 1914

run thence South 0°37'00" East along the West line of said NE¼ a distance of 27.80 feet to a point on the center line of said 59th Street West, run thence North 89°33'00" East parallel to the Line BC a distance of 660 feet to a point, run thence North 0°37'00" West a distance of 27.80 feet, more or less, to a point on the Line BC, run thence South 89°23'00" West along the Line BC a distance of 660 feet, more or less, to the Point of Beginning.

Said two tracts just above described containing in the aggregate approximately one acre.

PARCEL "C" (1)

Any lands, if any there should be, lying between Parcel "A" and any other lands now owned of record by the City of Bradenton which virtually surround said lands.

PARCEL "C" (2)

Any lands, if any there should be, lying between Parcel "B" and any other lands now owned of record by the City of Bradenton which virtually surround said lands.

together with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, dower, reversion, remainder and easment thereto belonging or in anywise appertaining.

SUBJECT TO THE FOLLOWING:

1. County and city taxes if any there should be.

2. Any valid and legally enforceable roads and road rights-of-way, streets, outfall ditches, drainage and irrigation canals and ditches, if any, and easements for utilities, rights-of-way, drainage and irrigation, all whether by reservation, dedication, order of taking or grant of record or whether by prescription.

3. Any matter of fact which an accurate survey or inspection of the premises will disclose.

4. Any applicable zoning, building, flood control or other rules, ordinances or regulations by any governmental agency which restrict, limit or prohibit the use of the described property or any part thereof.

O.R. 1043 PG 1915

TO HAVE AND TO HOLD the same in fee simple forever.

This Deed is the act and deed of CITY NATIONAL BANK OF MIAMI in its capacity as Trustee under separate collateral declarations or agreements designated in its records as Trust No. 2-535 (said declarations and agreements being unrecorded), and not in its individual capacity.

IN WITNESS WHEREOF, the said CITY NATIONAL BANK OF MIAMI has caused these presents to be executed in its name by its officers thereunto duly authorized, and its corporate seal to be affixed, in its capacity as Trustee under separate collateral declarations or agreements designated in its records as Trust No. 2-535 (said declarations and agreements being unrecorded), the day and year first above written.

CITY NATIONAL BANK OF MIAMI

BY: B. Kleckner
Vice President & Trust Officer

(CORP. SEAL)

Attest: David F. Dando
Title: TRUST OFFICER

Signed, sealed and delivered in the presence of:

Beatrice Silers

Joyce W. Tucci

As Trustee under separate collateral declarations or agreements designated in its records as Trust No. 2-535 (said declarations and agreements being unrecorded)

FILED AND RECORDED
FEB 8 2 19 PM '83
R.B. SILER, CLERK
MANATEE CTY, FLA

88331 8

O.R. 1043 PG 1916

STATE OF FLORIDA
COUNTY OF DADE

I hereby certify that on this day, before me, an officer duly authorized in the state and county aforesaid to take acknowledgments, personally appeared B. KLECKNER and DAVID F. DANDO, well known to me to be the Vice President and Trust Officer and the TRUST OFFICER, respectively of CITY NATIONAL BANK OF MIAMI, to me known and known to me to be the persons described in and who executed the foregoing instrument, and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and that they affixed thereto the official seal of said Bank, and the said instrument is the act and deed of said Bank in the capacity therein set forth.

WITNESS, my hand and official seal in the county and state last aforesaid this 31 day of January, 1983.

NOTARY PUBLIC

Joyce W. Tucci
NOTARY PUBLIC

My commission expires:
Notary Public, State of Florida at Large
My Commission Expires March 11, 1983

AGENDA ITEM NO. 8.a

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: September 9, 2026

SUBMITTED BY: Corey Fortin, City Administration

ITEM TYPE: Miscellaneous

AGENDA SECTION: NEW BUSINESS BY DEPARTMENT HEADS, CITY ATTORNEY AND COUNCIL

SUBJECT: Deed from Manatee County for Property Located at 1009 4th Avenue West (Former GTE Building)

SUGGESTED ACTION: Accept the Deed

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
On September 1, 2026 the Manatee Board of County Commissioners approved Resolution R-26-97 authorizing the conveyance of the property located at 1009 4th Avenue West to the City of Bradenton for $10.00 for the purpose of promoting community interest as the property is no longer needed for County purposes.

The City is interested in ownership of the subject property for the purpose of providing educational, workforce development, and community training opportunities, or other redevelopment purposes consistent with the Downtown District area Community Redevelopment Plan in furtherance of promoting public interest and welfare.

The City intends that the Property will be used as a facility to provide educational, workforce development, and community training opportunities, or other redevelopment purposes consistent with the Downtown District Community Redevelopment Plan. The City is concluding discussions with the CRA to fund renovation, improvement, and rebuild of the property to redevelop the property as a facility that meets the purposes listed above.

SPECIAL EXPLANATION: Legal/Administration can provide explanation as to reverter provisions contained in the Deed.

FINANCIAL IMPACT:
The financial impact to the City is the purchase price of $10.00 plus transactional costs and recording fees. It is contemplated that the City of Bradenton/CRA will fund and administer project management to complete facility improvements.

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed and approved by Blalock Walters and Dr. Jeff Burton, CRA Director

SUGGESTED MOTION:
Motion to accept the Deed from Manatee County conveying the property at 1009 4th Avenue West to the City of Bradenton, and direct staff to advertise for disposition by Lease, specifically, for purposes of providing educational, workforce development, and community training opportunities, or other redevelopment purposes consistent with the Downtown District area Community Redevelopment Plan.

ATTACHMENTS:
County Deed for 1009 4th Avenue West

THIS INSTRUMENT PREPARED BY:
Lisa Crabtree, RWA, Senior Real Property Specialist
On behalf of Peter Morrow, Property Acquisition Division Manager
Manatee County Property Management Department
9000 Town Center Parkway
Lakewood Ranch, Florida 34202

PROJECT NAME: 1009 4th Avenue West
PID NO: 3293100109 and a portion of 3293100059

SPACE ABOVE THIS LINE FOR RECORDING DATA

COUNTY DEED

(Pursuant to Section 125.411 Florida Statutes)

THIS COUNTY DEED is made by **MANATEE COUNTY**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 1000, Bradenton, Florida 34206, party of the first part, (hereinafter **Grantor**), and delivered to **CITY OF BRADENTON,** a Florida municipal corporation, whose mailing address is 101 Old Main Street, Bradenton, Florida 34205, party of the second part, (hereinafter **Grantee**).

WITNESSETH that Grantor, for and in consideration of the sum of **TEN AND 00/100 DOLLARS ($10.00)** to it in hand paid by Grantee, receipt whereof is hereby acknowledged, has granted, bargained, and sold to Grantee, his or her heirs and assigns forever, the following described land lying and being in Manatee County, Florida:

See legal description of "The Property"
("Property") in Exhibit A, attached to and
incorporated in this County Deed by reference.

FURTHER, this conveyance is given and made subject to the following conditions, exceptions, limitations, reservations, restrictions, and terms:

1. RECORDING. Upon delivery of this Deed by Grantor to Grantee and acceptance of same by Grantee, Grantee shall record this Deed in the Public Records of Manatee County, Florida, at Grantee's sole cost and expense.

2. LIMITATIONS. This Deed conveys only the interest of the Grantor and its Board of County Commissioners in The Property described in Exhibit A and is made without any warranty of title or any representation or statement of facts concerning title.

3. EASEMENTS RESERVED. Grantor hereby reserves unto itself from this conveyance, the permanent non-exclusive ingress and egress easements over, across, and through The Property identified as Easement "One" and Easement "Two" as described and depicted on Exhibit A.

4. TEMPORARY REVERTER. This Property is being conveyed to the Grantee, for the purpose of providing educational, workforce development, and community training opportunities, or other redevelopment purposes consistent with the Downtown district area Community Redevelopment Plan, as such plan may be amended from time to time, in furtherance of promoting public interest and welfare.

   Grantee shall not sell, assign, convey, or otherwise transfer any portion of the Property, or interest therein, without the prior written consent of Grantor; provided, however, that any approved transfer shall be to a governmental entity or other entity approved by Grantor that will continue to use the Property for substantially the same public purpose of providing educational, workforce development, and community training opportunities, or other redevelopment purposes consistent with the Downtown district area Community Redevelopment Plan, as such plan may be amended from time to time, in furtherance of promoting public interest and welfare, and such transferee shall expressly assume in writing all obligations and restrictions set forth herein.

   In the event (i) the Property ceases to be used for the purpose of providing educational, workforce development, and community training opportunities, or other redevelopment purposes consistent with the Downtown district area Community Redevelopment Plan, as such plan may be amended from time to time, in furtherance of promoting public interest and welfare, or (ii) Grantee violates the transfer restrictions set forth above, then, at any time within five (5) years after this County Deed is recorded in the Public Records of Manatee County, Florida, the Property shall automatically revert to the Grantor.

   Upon the occurrence of any event causing title to revert to Grantor pursuant to this County Deed, title shall automatically revest in Grantor without the necessity of any further act, conveyance, judicial proceeding, or instrument of transfer. Notwithstanding the foregoing, Grantor may execute and record in the Official Records of Manatee County, Florida, an affidavit, notice of reversion, certificate, or other document specifically referencing this County Deed and describing the event giving rise to the reversion. The purpose of such recording shall be solely to provide public notice of title following the reversion and shall not be construed as creating, enlarging, or limiting Grantor's rights under this County Deed. All rights of reversion described herein shall automatically expire and be of no further force or effect five (5) years after the date this County Deed is recorded in the Public Records of Manatee County, Florida.

IN WITNESS WHEREOF Grantor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair or Vice Chair of said board, the day and year first below written.

SIGNATURE PAGE AND ACKNOWLEDGEMENT FOLLOW ON NEXT PAGE.

GRANTOR:

BOARD OF COUNTY COMMISSIONERS OF
MANATEE COUNTY, FLORIDA

By: _____
Chairperson

Date: _____

ATTEST: ANGELINA COLONNESO
CLERK OF THE CIRCUIT COURT AND COMPTROLLER

By: _____
Deputy Clerk

Sketch and Description for GTE Building
(NOT A SURVEY)
Exhibit "A"

Description:

The Property:
A portion of Lots 2 and 3, Block F, Smith's Addition to Braidentown, as recorded in Plat Book 1, Page 135 in the public records of Manatee County, Florida, and being more particularly described as follows:

Begin at the northeast corner of said Lot 2; thence S 00°57'04" W along the east line of said Lot 2 for a distance of 62.16 feet; thence N 89°32'59" W for a distance of 42.83 feet; thence S 00°11'37" W for a distance of 3.00 feet; thence N 89°32'59" W for a distance of 57.21 feet to the west line of said Lot 3; thence N 00°57'04" E along said west line of Lot 3 for a distance of 66.03 feet to the northwest corner of said Lot 3; thence S 89°02'56" E along the north lines of said Lots 3 and 2 for a distance of 100.00 feet to the Point of Beginning.

Containing 0.15 acre, more or less.

Easements Reserved:
Reserving therefrom unto the Grantor (Manatee County), two perpetual, non-exclusive appurtenant easements, designated as Easement "One" and Easement "Two", for ingress and egress over, under, and across a portion of Lots 2 and 3, Block F, Smith's Addition to Braidentown, as recorded in Plat Book 1, Page 135 in the public records of Manatee County, Florida, and each being more particularly described as follows:

Easement "One":
Begin at the northwest corner of said Lot 3; thence S 89°02'56" E along the north line of said Lot 3 for a distance of 10.00 feet; thence S 00°57'04" W, parallel with the west line of said Lot 3 for a distance of 62.94 feet; thence S 89°32'59" E for a distance of 47.17 feet; thence S 00°11'37" W for a distance of 3.00 feet; thence N 89°32'59" W for a distance of 57.21 feet to the west line of said Lot 3; thence N 00°57'04" E along said west line of Lot 3 for a distance of 66.03 feet to the Point of Beginning.

Easement "Two":
Begin at the northeast corner of said Lot 2; thence S 00°57'04" W along the east line of said Lot 2 for a distance of 62.16 feet; thence N 89°32'59" W for a distance of 42.83 feet; thence N 00°11'37" E for a distance of 7.00 feet; thence S 89°32'59" E for a distance of 33.88 feet; thence N 04°22'12" E for a distance of 55.33 feet to the north line of said Lot 2; thence S 89°02'56" E along said north line of Lot 2 for a distance of 5.75 feet to the Point of Beginning.

Subject to the following encumbrances described and recorded in the public records of Manatee County, Florida:

1) O.R. Book 633, Page 420.
2) O.R. Book 1322, Page 2174.

Certified to: Manatee County, Florida Board of County Commissioners

Surveyor's Notes:
1) Distances shown hereon are expressed in U.S. Survey Feet.
2) Basis of Bearings Reference: North and the bearings shown hereon are based on the south right-of-way line of 4th Avenue West (Park Street - Plat) as having a grid bearing of S 89°02'56" E.
   a. Bearings and coordinates have the following Metadata:
      i. Horizontal Datum:
         1. North American Datum of 1983 with a Realization of 2011, Epoch Date 2010.00
            a. NAD83(2011)
      ii. Grid Mapping Projection:
         1. Florida State Plane, West Zone.
            a. Transverse Mercator
3) The sketch shown hereon was prepared for description purposes only and is not a field/boundary survey. An accurate field/boundary survey of the parcel(s) described hereon may result in variations in bearings and/or distances.
4) The sketch shown hereon is subject to deeds of record, unrecorded deeds, easements, rights-of-way, building setbacks, restrictive covenants, or other instruments which could affect the boundaries or use of the subject property.
5) Lands shown hereon were not abstracted for easements, reservations, unrecorded deeds, unrecorded plats, rights-of-way, building setbacks, or restrictive covenants by Danny R. Swain, Florida Professional Surveyor and Mapper.
6) Easements are per the recorded plat/deed, if any.
7) This sketch and description do not reflect, determine, or guarantee ownership.
8) Existing improvements are not shown, if any.
9) Underground utilities were not located, if any.
10) Overhead utilities were not located, if any.
11) No attempt was made to locate any underground foundations, if any.
12) Septic/Drain field not located, if any.
13) No attempt was made to locate written or unwritten easements or rights-of-way, if any.
14) Additions or deletions to sketch(es), description(s), or report(s) by other than the signing party or parties are prohibited without written consent of the signing parties.
15) This sketch, description, and report or copies thereof are not valid without the original signature and original raised seal of a Florida licensed Professional Surveyor and Mapper.
16) The description and sketch are not full and complete without the other.
17) No other person(s) and/or entity(ies) other than those certified to hereon may use this sketch and description or copies thereof, for any reason whatsoever, without the prior written consent of the undersigned.
18) Documents used in the preparation of this sketch and description:
   a. Plat Book 1, Page 80 and Plat Book 1, Page 135, both being recorded in the public records of Manatee County, Florida.
   b. Deeds of record as recorded in the public records of Manatee County, Florida: O.R. Book 1266, Pages 3266 - 3268, O.R. Book 1202, Pages 1177 - 1178, O.R.Book 1174, Pages 2385 - 2386, O.R. Book 1241, Pages 1313 - 1314, O.R. Book 1174, Pages 2380 - 2384, Instrument Number 202441011049, and Instrument Number 201741095297.
   c. Manatee County Property Appraiser Maps.
   d. Manatee Avenue ALTA Boundary & Topographic Survey prepared for Kimley-Horn by MRIC Spatial in July, 2023.
   e. 30-year title search report issued by American Government Services Corporation (AGSC).
      i. AGSC Search Number: 32582-1.
      ii. Reference Number: B2307651.
   f. Termination and Release of Reservation of Ingress/Egress Easements "A" and "B", Florida Cultural Group, Inc., per Instrument Number 202641089963, as recorded in the Public Records of Manatee County, Florida.
19) Unless accompanied by the sheet bearing the original signature and original raised seal of a Florida licensed Professional Surveyor and Mapper this sketch is for informational purposes only and is not valid.
20) The parcel lines for adjoining landowners are from the Manatee County Property Appraiser and are for illustrative purposes only.
21) The south line and easements shown hereon are based on a sketch and description prepared by Todd Boyle, Florida Registered Surveyor and Mapper, License Number 6047. Said sketch and description was dated September 30, 2020, and recorded in Instrument Number 202241098549 in the public records of Manatee County Florida.
   i. Said south line was extended to intersect the east line of Lot 2 Block F, as shown hereon

Date of Creation: August 11, 2026.
Revision Date: August 12, 2026.

Manatee County Property Management Department
Survey Division
Manatee County FLORIDA
9000 Town Center Parkway
Lakewood Ranch, Florida 34202
(941)748-4501

Danny R. Swain, P.S.M.
Professional Surveyor and Mapper
Florida Registration Number 5942

08/12/2026
DATE

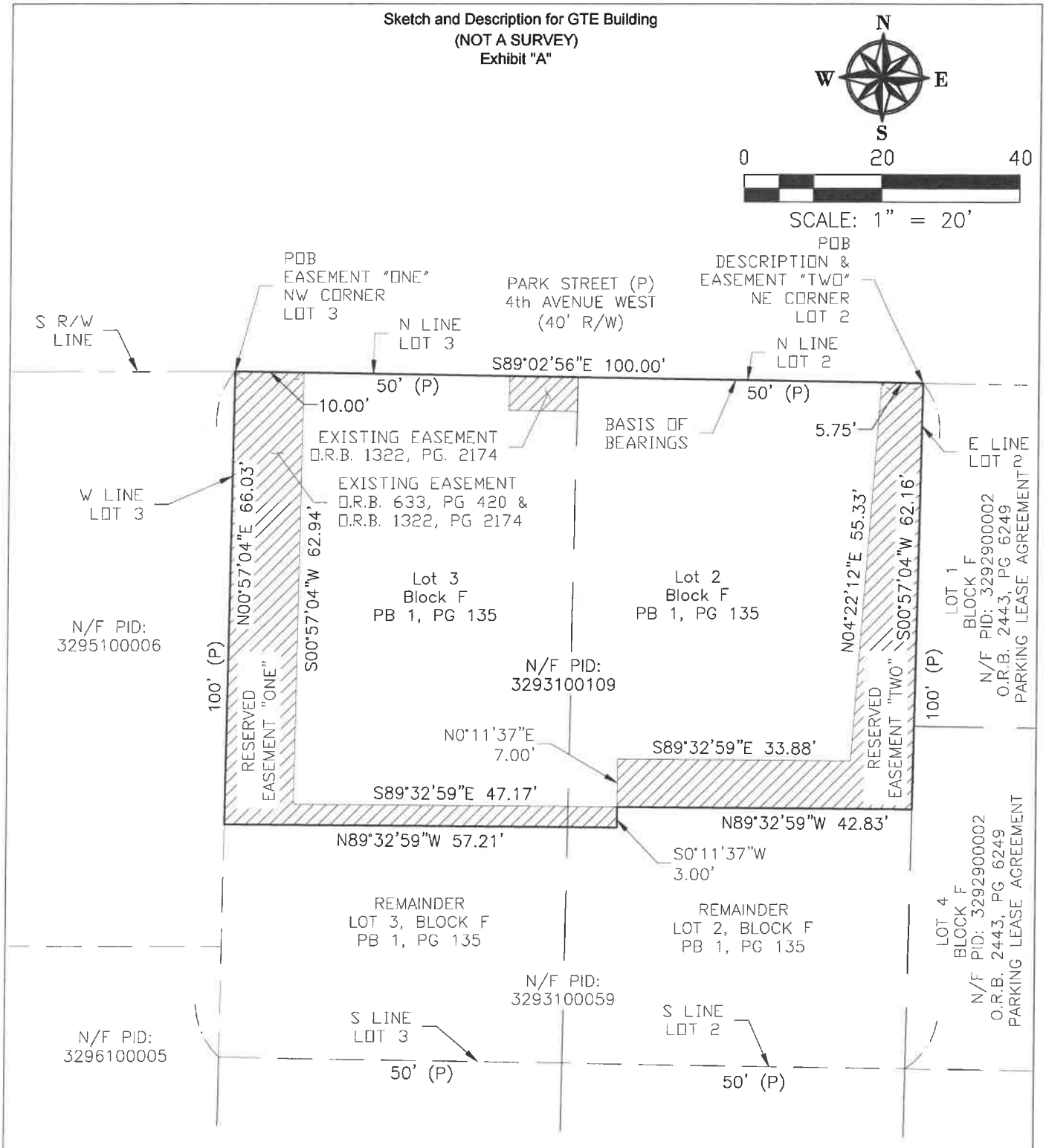
Drawing Path:
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Sheet: 1 OF 2

Section 26, Township 34 South, Range 17 East

Drawing Date: 08/11/26

Sketch and Description for GTE Building
(NOT A SURVEY)
Exhibit "A"



Manatee County Property
Management Department
Survey Division

9000 Town Center Parkway
Lakewood Ranch, Florida 34202
(941)748-4501

LEGEND

POB	= POINT OF BEGINNING	PG	= PAGE(S)
O.R.B.	= OFFICIAL RECORDS BOOK	N/F	= NOW OR FORMERLY
PID	= PARCEL IDENTIFICATION		
(P)	= PLAT	———	= BOUNDARY LINE
R/W	= RIGHT-OF-WAY	—— —	= LOT LINE
	= EASEMENT AREA	·-·-·-	= R/W LINE
PB	= PLAT BOOK	O.R.	= OFFICIAL RECORDS
ALTA	= AMERICAN LAND TITLE ASSOCIATION		

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Sheet: 2 OF 2

Section 26, Township 34 South, Range 17 East

Drawing Date: 08/11/26

AGENDA ITEM NO. 8.b

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: September 9, 2026

SUBMITTED BY: Rob Perry, City Administration

ITEM TYPE: Miscellaneous

AGENDA SECTION: NEW BUSINESS BY DEPARTMENT HEADS, CITY ATTORNEY AND COUNCIL

SUBJECT: Census Population Estimate Report and Authorization

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The attached letter from the University of Florida is a preliminary estimate of the population for the City of Bradenton as of April 1, 2026. The notice indicates a total population change of 2,532 from April 1, 2020 to April 1, 2026.

The second attached letter was from April 1, 2020 to April 1, 2025.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to give authorization to Mr. Perry to execute the Official Population Estimate from the University of Florida.

ATTACHMENTS:
2026 Letter from the University of Florida
2025 Letter from the University of Florida

UF | UNIVERSITY of FLORIDA

College of Liberal Arts and Sciences
Bureau of Economic and Business Research

720 SW 2nd Ave. Ste. 150
PO Box 117148
Gainesville, FL 32611-7148
352-294-9150
888-534-2404 Fax

August 17, 2026

Dear Sir or Madam:

Enclosed is the preliminary estimate of the resident[1] population of your jurisdiction as of **April 1, 2026**. This estimate was produced by our office under contractual agreement with the Florida Legislature, and it is a factor used in determining the distribution of state revenue sharing funds (Section 186.901, Florida Statutes, Revenue Sharing Act, 1972).

We ask that you evaluate this estimate carefully and mark the appropriate response on the enclosed form. Please complete the enclosed form and email it in PDF format to RichardLDoty@ufl.edu (preferred method) or mail it back in the postage-paid envelope. If future correspondence to your office should be directed toward a different title or address than the one on the envelope, please indicate that change on the form.

These 2026 estimates are based on the April 1, 2020 Census population counts.[2] The Bureau of Economic and Business Research (BEBR) has estimated population change between the Census counts and April 1, 2026. You have the right to challenge the population change between the April 1, 2020 Census count and the April 1, 2026 estimate if you believe that change is not reasonably accurate. You may do so by providing an alternative estimate with data to support the revision. This challenge must be received by our office by **September 4, 2026**. We will review your challenge thoroughly and objectively, and we will notify you of our response to your challenge.

Thank you very much; your assistance is greatly appreciated. If you have any questions regarding the preliminary estimate or the challenge process, please contact me.

Sincerely,

Richard L. Doty

RichardLDoty@ufl.edu | 352-294-9150

[1] The residence criteria are based on the Census Bureau's concept of "usual residence", which is defined as the place where a person lives and sleeps most of the time. Consequently, seasonal and temporary residents whose usual place of residence is in another jurisdiction are not included.

[2] The 2020 Census counts are now final and cannot be challenged. However, any official population count that is conducted through a Special Census with the Census Bureau will be used as a new base for future estimates during the decade. A Special Census is a basic enumeration of population, housing units, group quarters and transitory locations, conducted by the U.S. Census Bureau at the request of a governmental unit. They are conducted on a cost-reimbursable basis. The Special Census Program continues through May 2027 for cost estimates, while the data collection will occur through September 2028. See https://www.census.gov/programs-surveys/specialcensus/about.html.

Have You Had an Annexation Lately?
If So, Your Population Estimate Needs Your Help

Your population estimate is important because it is a factor in determining the amount of state and federal dollars that your community receives. It is essential to notify the state of your annexations in order to include annexed areas into your population estimate.

Where to Report:

Report your annexations to the State of Florida contacts below to ensure that you qualify for all benefits available under the law.

Report to the Following 3 Contacts:

Alexandra LaTorre Executive Office of the Governor RE: Annexations The Capitol, Room 1601 Tallahassee, FL 32399-0001 Phone: 850-717-9506 Alexandra.LaTorre@laspbs.state.fl.us	Pam Schenker Florida Legislature, Office of Economic and Demographic Research 111 W. Madison St., Suite 574 Tallahassee, FL 32399-6588 Phone: 850-487-1402 DenseUrbanLandArea@leg.state.fl.us	Suzanne Roulston-Doty University of Florida, Bureau of Economic & Business Research PO Box 117148 Gainesville, FL 32611-7148 Phone: (352) 392-0171 x337 SRDoty@ufl.edu

What to Send:

- Annexation ordinance including:
  - ☑ Ordinance number
  - ☑ Legal description
  - ☑ Parcel number
  - ☑ Map with acreage denoted
  - ☑ Annexed land area (acres)
  - ☑ Effective date of the annexation
- Number of housing units by type of unit (single-family, multifamily, or mobile home) at the time of annexation

Other Essential Parties to Notify:

- Population estimates are typically based on the number of active residential electric meters in your area. So, please remember to **let your electric utility company/companies know of the annexation** to ensure the data that drive your population estimate will correctly reflect your current boundaries, both today and in the future. This also ensures that any franchise fees paid by your utility are paid to the correct jurisdiction.
- Annexations also must be reported to the **U.S. Census Bureau** through its annual Boundary and Annexation Survey (BAS). For more information, see https://www2.census.gov/geo/pdfs/partnerships/bas/BAS-Flyer.pdf.

Statutory Authority:

- FS186.901(3): *In cases of annexation or consolidation, local governments shall be required to submit to the Executive Office of the Governor, within 30 days following annexation or consolidation, a statement as to the population census effect of the action.*
- FS171.091: ***Recording.***— *Any change in the municipal boundaries through annexation or contraction shall revise the charter boundary article and shall be filed as a revision of the charter with the Department of State within 30 days. A copy of such revision must be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area.*
- In addition to the above, please remember to file your annexation in accordance with Florida Statues 171.044(3): *An ordinance adopted under this section shall be filed with the clerk of the circuit court and the chief administrative officer of the county in which the municipality is located and with the Department of State within 7 days after the adoption of such ordinance. The ordinance must include a map which clearly shows the annexed area and a complete legal description of that area by metes and bounds.*

320

Official Population Estimate (Permanent Residents): April 1, 2026

Prepared by the University of Florida, Bureau of Economic & Business Research

JURISDICTION: **Bradenton** COUNTY: **Manatee County**

CENSUS POPULATION 4/1/2020	TOTAL POPULATION CHANGE	PRELIMINARY POPULATION ESTIMATE 4/1/2026	INMATE POPULATION 4/1/2026	PRELIMINARY POPULATION ESTIMATE LESS INMATES 4/1/2026
55,698	2,532	58,230	45	58,185

55,698 ⟸ Your 2020 Census count from the U.S. Census Bureau (CANNOT be challenged here)

2,532 ⟸ Your preliminary estimate of population change since 2020 (CAN be challenged)

58,230 ⟸ Your preliminary population estimate for 2026 (including any inmates)

58,185 ⟸ The preliminary population estimate for state revenue-sharing use (FY 2027-2028)

Please check the appropriate box below and return a copy of this form in time to be received by our office by **September 4, 2026** and retain a copy for your files. Please return this form via **one** of the following methods:

- Email PDF to **RichardLDoty@ufl.edu** (preferred method), or
- Postal mail using the postage paid envelope.

☐ I have reviewed this preliminary population estimate and consider the estimated population **change** since the 2020 Census to be reasonably accurate. (Unless new information is presented to us which would affect your jurisdiction, this will become your official estimate on October 14, 2026.)

☐ I have reviewed this preliminary population estimate and do not consider the estimated population **change** since the 2020 Census to be reasonably accurate. I believe a more accurate estimate of population **change from 4/1/2020 to 4/1/2026** would be _____. I request that you reconsider your estimate, and I am **providing data and/or documentation (required)** supporting the requested revision.

Rob Perry		9/9/2026
Name	*Signature*	*Date*
City Administrator	rob.perry@bradentonfl.gov	941-932-9400
Title	*Email*	*Phone*

We mail these estimates to titles rather than names. If it should be mailed to a **different contact title or address** in the future, please print that information below. **Otherwise, please leave this blank**.

Title: _____

Street Address: _____

City, State Zip _____

Bureau of Economic and Business Research
University of Florida
PO Box 117148
Gainesville, FL 32611-7148

EMAIL: RichardLDoty@ufl.edu
TEL: 352-294-9150
FAX: 888-534-2404
www.bebr.ufl.edu

UF | UNIVERSITY of FLORIDA

College of Liberal Arts and Sciences
Bureau of Economic and Business Research

720 SW 2nd Ave. Ste. 150
PO Box 117148
Gainesville, FL 32611-7148
352-294-9150
888-534-2404 Fax

August 17, 2025

Dear Sir or Madam:

Enclosed is the preliminary estimate of the resident[1] population of your jurisdiction as of **April 1, 2025**. This estimate was produced by our office under contractual agreement with the Florida Legislature, and it is a factor used in determining the distribution of state revenue sharing funds (Section 186.901, Florida Statutes, Revenue Sharing Act, 1972).

We ask that you evaluate this estimate carefully and mark the appropriate response on the enclosed form. Please complete the enclosed form and email it in PDF format to RichardLDoty@ufl.edu (preferred method) or mail it back in the postage-paid envelope. If future correspondence to your office should be directed toward a different title or address than the one on the envelope, please indicate that change on the form.

These 2025 estimates are based on the April 1, 2020 Census population counts.[2] The Bureau of Economic and Business Research (BEBR) has estimated population change between the Census counts and April 1, 2025. You have the right to challenge the population change between the April 1, 2020 Census count and the April 1, 2025 estimate if you believe that change is not reasonably accurate. You may do so by providing an alternative estimate along with data to support the revision. This challenge must be received by our office by **September 5, 2025**. We will review your challenge thoroughly and objectively, and we will notify you of our response to your challenge.

Thank you very much; your assistance is greatly appreciated. If you have any questions regarding the preliminary estimate or the challenge process, please contact me.

Sincerely,

Richard L. Doty

RichardLDoty@ufl.edu | 352-294-9150

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[1] The residence criteria are based on the Census Bureau's concept of "usual residence", which is defined as the place where a person lives and sleeps most of the time. Consequently, seasonal and temporary residents whose usual place of residence is in another jurisdiction are not included.

[2] The 2020 Census counts are now final and cannot be challenged. However, any official population count that is conducted through a Special Census with the Census Bureau will be used as a new base for future estimates during the decade. A Special Census is a basic enumeration of population, housing units, group quarters and transitory locations, conducted by the U.S. Census Bureau at the request of a governmental unit. They are conducted on a cost-reimbursable basis. The Special Census Program continues through May 2027 for cost estimates, while the data collection will occur through September 2028. See https://www.census.gov/programs-surveys/specialcensus/about.html.

Have You Had an Annexation Lately?
If So, Your Population Estimate Needs Your Help

Your population estimate is important because it is a factor in determining the amount of state and federal dollars that your community receives. It is essential to notify the state of your annexations in order to include annexed areas into your population estimate.

Where to Report:

Report your annexations to the State of Florida contacts below to ensure that you qualify for all benefits available under the law.

Report to the Following 3 Contacts:

Alexandra LaTorre Executive Office of the Governor RE: Annexations The Capitol, Room 1601 Tallahassee, FL 32399-0001 Phone: 850-717-9506 Alexandra.LaTorre@laspbs.state.fl.us	Pam Schenker Florida Legislature, Office of Economic and Demographic Research 111 W. Madison St., Suite 574 Tallahassee, FL 32399-6588 Phone: 850-487-1402 DenseUrbanLandArea@leg.state.fl.us	Suzanne Roulston-Doty University of Florida, Bureau of Economic & Business Research PO Box 117148 Gainesville, FL 32611-7148 Phone: (352) 392-0171 x337 SRDoty@ufl.edu

What to Send:

- Annexation ordinance including:
  - ☑ Ordinance number
  - ☑ Legal description
  - ☑ Parcel number
  - ☑ Map with acreage denoted
  - ☑ Annexed land area (acres)
  - ☑ Effective date of the annexation
- Number of housing units by type of unit (single-family, multifamily, or mobile home) at the time of annexation

Other Essential Parties to Notify:

- Population estimates are typically based on the number of active residential electric meters in your area. So, please remember to **let your electric utility company/companies know of the annexation** to ensure the data that drive your population estimate will correctly reflect your current boundaries, both today and in the future. This also ensures that any franchise fees paid by your utility are paid to the correct jurisdiction.
- Annexations also must be reported to the **U.S. Census Bureau** through its annual Boundary and Annexation Survey (BAS). For more information, see https://www2.census.gov/geo/pdfs/partnerships/bas/BAS-Flyer.pdf.

Statutory Authority:

- FS186.901(3): *In cases of annexation or consolidation, local governments shall be required to submit to the Executive Office of the Governor, within 30 days following annexation or consolidation, a statement as to the population census effect of the action.*
- FS171.091: ***Recording.***— *Any change in the municipal boundaries through annexation or contraction shall revise the charter boundary article and shall be filed as a revision of the charter with the Department of State within 30 days. A copy of such revision must be submitted to the Office of Economic and Demographic Research along with a statement specifying the population census effect and the affected land area.*
- In addition to the above, please remember to file your annexation in accordance with Florida Statues 171.044(3): *An ordinance adopted under this section shall be filed with the clerk of the circuit court and the chief administrative officer of the county in which the municipality is located and with the Department of State within 7 days after the adoption of such ordinance. The ordinance must include a map which clearly shows the annexed area and a complete legal description of that area by metes and bounds.*

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Official Population Estimate (Permanent Residents): April 1, 2025

Prepared by the University of Florida, Bureau of Economic & Business Research

JURISDICTION: **Bradenton** COUNTY: **Manatee County**

CENSUS POPULATION 4/1/2020	TOTAL POPULATION CHANGE	PRELIMINARY POPULATION ESTIMATE 4/1/2025	INMATE POPULATION 4/1/2025	PRELIMINARY POPULATION ESTIMATE LESS INMATES 4/1/2025
55,698	2,771	58,469	57	58,412

55,698 ⟸ Your 2020 Census count from the U.S. Census Bureau (CANNOT be challenged here)

2,771 ⟸ Your preliminary estimate of population change since 2020 (CAN be challenged)

58,469 ⟸ Your preliminary population estimate for 2025 (including any inmates)

58,412 ⟸ The preliminary population estimate for state revenue-sharing use (FY 2026-2027)

Please check the appropriate box below and return a copy of this form in time to be received by our office by **September 5, 2025** and retain a copy for your files. Please return this form via **one** of the following methods:

- Email PDF to **RichardLDoty@ufl.edu** (preferred method), or
- Postal mail using the postage paid envelope.

☑ I have reviewed this preliminary population estimate and consider the estimated population **change** since the 2020 Census to be reasonably accurate. (Unless new information is presented to us which would affect your jurisdiction, this will become your official estimate on October 15, 2025.)

☐ I have reviewed this preliminary population estimate and do not consider the estimated population **change** since the 2020 Census to be reasonably accurate. I believe a more accurate estimate of population **change from 4/1/2020 to 4/1/2025** would be _____. I request that you reconsider your estimate, and I am **providing data and/or documentation (required)** supporting the requested revision.

Name	Signature	Date
Rob Perry		9/4/25

Title	Email	Phone
City Administrator	rob.perry@BradentonFl.gov	505-932-9400

We mail these estimates to titles rather than names. If it should be mailed to a **different contact title or address** in the future, please print that information below. **Otherwise, please leave this blank**.

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AGENDA ITEM NO. 8.c

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: September 9, 2026

SUBMITTED BY: Corey Fortin, City Administration

ITEM TYPE: Agreement

AGENDA SECTION: NEW BUSINESS BY DEPARTMENT HEADS, CITY ATTORNEY AND COUNCIL

SUBJECT: Proposed Purchase and Sale Agreement for 1706 9th Street East - Surplus

SUGGESTED ACTION: Authorize City Administration to enter into further negotiations with Six Seas, LLC.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Pursuant to the City's Disposition of Surplus Property Policy, Resolution 26-24, before the City can offer a property for sale, the property must first be declared surplus and no longer needed for a municipal purpose by City Council. On July 22, 2026, City Council declared an approximately 4+/- acre portion of a larger tract of land located at 1706 9th Street East as surplus by Resolution 26-61. The entire tract was originally purchased for the purpose of relocation of the City's Public Works Complex. It was determined that this 4+/- acre parcel would not be needed for the Complex.

After the property was declared surplus by City Council, a Notice of Intent to sell surplus property must be advertised in a newspaper of general circulation for two consecutive weeks at least 30 days' prior to any sale. No contract can be entered into within 30 days after publication of said Notice.

On July 26, 2026 and August 2, 2026, the City advertised the Notice of Property for Sale and Invitation to Offer Proposals in the Bradenton Herald, as required by the Disposition of Surplus Property Policy (#26-24), which required that all

proposals be submitted by 2:30 p.m. on September 1, 2026.

On 8/27/2026 the City received a proposal from Six Seas, LLC to purchase 3.89+/- acres of the solicited parcel. No other responses to the Invitation to Offer Proposals were received.

City Administration believes it is in the best interests of the City to pursue the possible sale to Six Seas, LLC and is requesting approval to enter into further negotiations.

FINANCIAL IMPACT:
To be determined if a final agreement is reached. Sale proceeds will be returned to the Water/Sewer fund and utilized for the construction of the new Public Works Complex on the remaining parcel.

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by Blalock Walters.

SUGGESTED MOTION:
Authorize City Administration to enter into further negotiations with Six Seas, LLC, and authorize the Mayor or City Administrator to execute a Purchase and Sale Agreement that is subject to final approval by City Council.

ATTACHMENTS:
Proposed Purchase and Sale Agreement for 1706 9th Street East

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into this ___ day of _____, 2026, between the **CITY OF BRADENTON,** a Municipal Corporation of the State of Florida, having an address of 101 12th Street West, Bradenton, Florida 34205 ("Seller") and **SIX SEAS, LLC,** a Florida limited liability company, having an address 704 Cortez Road West, Bradenton, Florida 34207 (**"Buyer"**); Seller and Buyer are sometimes collectively referred to in this Agreement as **Parties** and individually as **Party.**

WHEREAS, Seller is the fee simple owner of certain real property located at 1706 9th Street East, Bradenton, Florida 34208 and identified as PID #4633211009, consisting of an approximately 23.31+/- acres of land (the "**Parent Tract**"); and

WHEREAS, Seller desires to sell and convey to Buyer, and Buyer desires to purchase and acquire from Seller, 3.89+/- acres of the Parent Tract legally described and depicted on **Exhibit "A"** attached hereto and incorporated herein by reference (the "**Property**"), upon the terms and subject to the conditions set forth herein; and

WHEREAS, the City of Bradenton Council ("Council") has further determined that it is in the best interest of Seller to sell and convey the Property to Buyer in accordance with the terms and conditions set forth herein; and

WHEREAS, Buyer desires to acquire the Property for purposes of developing the Intended Use, defined herein; and

WHEREAS, Buyer will accept the Property "as is" and subject to all zoning and land use regulations concerning the Property; and

WHEREAS, the requirements of Resolution No. 26-24 have or will be satisfied prior to Closing.

NOW, THEREFORE, in consideration of the aforesaid premises, the mutual covenants, promises, terms, and conditions set forth in this Agreement and other good and valuable consideration, the adequacy, sufficiency, and receipt of which are hereby acknowledged, the Parties agree as follows:

1. **RECITALS:** The foregoing recitals are true and correct and are incorporated herein by this reference.

2. **DESCRIPTION OF PROPERTY:** Seller shall sell and Buyer shall buy, upon the terms and conditions contained in this Agreement, the Property legally described and depicted on **Exhibit "A"** attached hereto and incorporated herein by reference.

3. **EFFECTIVE DATE:** For purposes of this Agreement, the **Effective Date** shall be the date upon which the Agreement is approved and executed by the City of Bradenton Council.

4. **PURCHASE PRICE:** The Purchase Price for the Property is **NINE HUNDRED SEVENTY-TWO THOUSAND FIVE HUNDRED DOLLARS AND ZERO CENTS ($972,500.00)** ($250,000.00 per acre) and is to be paid at the time of closing. A deposit in the amount of FIFTEEN THOUSAND DOLLARS AND ZERO CENTS ($15,000.00) will be deposited by Buyer to the Closing Agent within three (3) days of the effective date of this Agreement **("Deposit").** The Deposit shall be held in a non-interest-bearing account by Closing Agent. All references to currency, monetary values, and dollars set forth herein shall mean United States dollars and all payments hereunder shall be made in United States dollars.

5. **BUYER'S INTENDED USE:** Buyer intends to utilize the Property to develop an approximately 25,000 square foot commercial truck dealership, service and administrative facility ("Intended Use"). The service and maintenance components of the project will serve medium-duty and heavy-duty commercial fleet vehicles. The exact nature, size, and configuration of the proposed development shall be subject to further design, engineering and governmental approvals. However, a conceptual plan of the proposed development project is attached hereto and incorporated herein by reference as **Exhibit "B"** (the "Concept Plan"). During the Due Diligence Period, defined below, Seller shall cooperate with Buyer in confirming that the Intended Use of the Property may be processed and approved by the City of Bradenton administratively, without requiring any rezone, future land use map amendment, or other public hearing(s).

6. **TITLE EVIDENCE AND DEFECTS:** After the Effective Date of this Agreement and prior to closing, Buyer may conduct whatever title search Buyer deems necessary. Buyer may purchase at Buyer's own expense an owners' policy of title insurance on the Property. If Buyer elects to purchase such a title policy, Buyer must order same within **THIRTY (30)** days after the Effective Date of this Agreement. After receipt of the title evidence, Buyer will, within **TEN (10)** days, but no later than Closing Date, deliver written notice to Seller of title defects. Title will be deemed acceptable to Buyer if: (i) Buyer fails to deliver proper notice of defects or (ii) Buyer delivers proper written notice and Seller cures the defects within **THIRTY (30)** days ("Cure Period") after receipt of the notice. If the defects are cured within the Cure Period, closing will occur within **TEN (10)** days after receipt by Buyer of notice of such cure. Seller may elect not to cure defects if Seller reasonably believes any defect cannot be cured within the Cure Period. If the defects are not cured within the Cure Period, Buyer will have **TEN (10)** after receipt of notice of Seller's inability to cure the defects to elect whether to terminate this Agreement, with return of Deposit to Buyer, or accept title subject to existing defects and close the transaction without reduction in purchase price. Any matters set forth in the Title Commitment or the Survey to which Buyer does not timely object, or elects to accept after City's opportunity to cure, shall be referred to collectively herein as the "**Permitted Exceptions**".

7. **DUE DILIGENCE PERIOD:** Buyer shall have a Due Diligence Period of **FORTY-FIVE (45) days** from the Effective Date ("Due Diligence Period"). During the Due Diligence Period, Seller grants to Buyer, and buyer's representatives and consultants, the right to access the Property to perform reasonable inspections contemplated by this Agreement. Buyer's obligations under this Agreement are contingent upon Buyer determining, in its sole and absolute discretion, that the Property is suitable for its Intended Use. If Buyer determines, in its sole and absolute discretion that the Property is not satisfactory for its Intended Use, then Buyer may terminate this Agreement by providing written notice to Seller during the Due Diligence Period,

whereupon this Agreement shall be deemed terminated, Buyer's Deposit shall be returned to Buyer, and both Buyer and Seller shall have no further obligations under this Agreement.

8. **DUE DILIGENCE DOCUMENTS**: Within **FIVE (5)** days of the Effective Date, Seller agrees to deliver to Buyer copies of all reports, drawings, plans and studies for the Property in Seller's possession or control, including but not limited to, soil reports, engineering studies, environmental reports, wetland studies, engineering, architectural drawings and plans, and any documentations relating to the Property's brownfield designation, all at no cost or expense to Buyer (all of the foregoing, collectively, the "Due Diligence Documents"). Buyer's obligations are contingent upon its review and approval of the Due Diligence Documents. Failure to timely provide all or a part of the Due Diligence Documents shall constitute a basis for termination of the Agreement during the Due Diligence Period, or alternatively, at Buyer's sole election, shall extend the Due Diligence Period equal to the additional days taken by Seller in delivering the Due Diligence Documents to Buyer. All documents shall remain the property of the Seller in the event the Buyer does not complete the purchase of the Property and shall be returned to Seller upon written request or destroyed.

9. **ENVIRONMENTAL & BROWNFIELDS**. The Parties acknowledge that Seller has executed that certain Brownfield Site Rehabilitation Agreement dated December 3, 2025 ("BSRA") regarding FDEP Site ID No. ERIC_18940 and Brownfield Site ID No. BF412502001. Following the Closing Date, Seller shall conduct site rehabilitation, as such term is defined at 376.79(20), F.S., at the Property to the extent required by the BSRA or by the Florida Department of Environmental Protection ("FDEP"). Seller's obligation to conduct site rehabilitation shall terminate at such time as a site rehabilitation completion order ("SRCO") or similar written confirmation that environmental site rehabilitation activities on the Property have been completed to the extent reasonably possible to the satisfaction of FDEP has been issued for FDEP Site ID No. ERIC_18940. Seller shall keep Buyer reasonably informed about the progress and status of site rehabilitation.

Following the Closing Date, to facilitate Seller's site rehabilitation, Buyer shall, at no cost or expense to Buyer, (i) execute any document, consent, authorization, or similar document which is necessary for Seller's site rehabilitation and to maintain compliance with the BSRA, provided that the execution of such documents shall not unreasonably interfere with Buyer's Intended Use of the Property; (ii) conduct all site development and operations at the Property in a manner which complies with all applicable rules, codes, ordinances, and regulations including, without limitation, any Interim Source Removal Plan ("ISR"), Groundwater Monitoring Plan ("GWMP"), Natural Attenuation Monitoring Plan ("NAMP"), Soil Management Plan ("SMP"), Remedial Action Plan ("RAP") (as such terms are defined under Chapter 62-780, F.A.C. or other Florida statutes, regulations, or agency guidance documents) or similar plans which relate to the Property and which have been approved by FDEP; (iii) execute any declaration of restrictive covenant ("DRC") and provide any consent or other document required by FDEP in connection with environmental site rehabilitation, provided that any such DRC or other documents shall not prevent, interfere, or restrict Buyer's Intended Use of the Property, including, but not limited to, Buyer's execution on or before the date that is 30 days after the Effective Date of the standard form of Site Access Agreement required for all landowners under the BSRA in substantially the same form presented here as **Exhibit "C"** ("Form Site Access Agreement"); (iv) execute any documents, provide any

consent, and provide any documents or records which are reasonably required to implement engineering controls or institutional controls on the Property, provided that the execution of such documents shall not unreasonably interfere with Buyer's Intended Use of the Property; and (v) authorize Seller and Seller's agents, consultants, contractors, and employees access to the Property at reasonable times upon reasonable notice to conduct activities related to environmental site rehabilitation including, without limitation, (a) constructing, sampling, and abandoning monitoring wells; (b) collecting soil samples, and (c) excavating contaminated soil.

Provided Seller is and remains in full compliance with requirements and obligations of the BSRA, Buyer releases, acquits, and discharges Seller and its respective officers, agents, Affiliates, and employees (the "Release Parties"), from any and all claims, suits, damages, and causes of action of whatever nature and kind, known or unknown, contingent or otherwise, including without limitation all claims for personal injury, breach of contract, emotional distress, property damage, trespass, nuisance, negligence, response costs, investigation costs, and economic loss, including lost interest, lost opportunities, diminution in real property value, stigma damages, any claims for Attorneys' Fees or consultants' fees and any other claims, demands, damages, losses or causes of action of whatever kind or nature which Buyer and its Affiliates ever had, now have, or may in the future have (the "Claims") on account of or arising from or relating to the presence, misuse, use, disposal, release or threatened release of any Hazardous Substances at any time by any party on the Property, whether based on a tort, contract, local, state or federal law, or at common law, except to the extent arising from the negligence, fraud or intentional misrepresentation of the Release Parties.

This Section 9, Environmental & Brownfields, shall survive the Closing and delivery of the deed. The Deed to be delivered at Closing shall contain the language set forth in this paragraph, Environmental & Brownfields, and shall provide that such language touches and concerns the land and runs with the land.

The Parties acknowledge that Seller's obligations to conduct cleanup and site rehabilitation activities are governed by federal and state laws and regulations which pertain to regulation of health and the environment ("Environmental Laws"), including without limitation Florida Statutes and administrative rules. Notwithstanding anything in this Agreement to the contrary, Seller shall not be required to take any action in connection with site rehabilitation which is not required by such Environmental Laws.

The Parties acknowledge that Buyer shall have no obligation to perform any rehabilitation required by the BSRA and any rehabilitation of the Property performed by the Seller on the Property shall be completed at no cost to Buyer.

10. SELLER'S LIMITED REPRESENTATIONS AND WARRANTIES.

A. Seller represents and warrants to Buyer that Seller is in full compliance with the BSRA.

B. Seller represents and warrants to Buyer that the requirements and obligations set forth in the BSRA will not prevent, restrict or interfere with Buyer's Intended Use of the Property.

11. **SURVEY:** During the Due Diligence Period, Buyer may, at Buyer's expense, survey the Property. If the survey discloses, reveals or shows any encroachment on the Property or that improvements located thereon encroach on setback lines, easements, or lands of others, or violate any restrictions, covenants, or applicable governmental regulations, Buyer may deliver written notice of such matters, together with a copy of the survey, to Seller. Upon receipt of notice by Seller of same, any such encroachments or violations shall be treated as a title Defect and shall be governed by the terms of paragraph six (6), above.

12. **CONDITION OF PROPERTY:** In the event Buyer does close the sale and purchase of the Property, Buyer shall accept the Property "as is" and expressly acknowledges and agrees that:

A. Seller has made no warranties or representations, express or implied, as to the condition or history of the Property, or the suitability of the Property for any intended use of the Buyer, except as specifically set forth in Section 9 Environmental and Brownfields and Section 10 Seller's Limited Representations and Warranties;

B. Seller bears no liability or responsibility to Buyer for same, except as specifically set forth in Section 9 Environmental and Brownfields and Section 10 Seller's Limited Representations and Warranties;

C. Buyer accepts all responsibility to maintain and repair the Property, at Buyer's expense, except as specifically set forth in Section 9 Environmental and Brownfields and Section 10 Seller's Limited Representations and Warranties; and

D. Seller is not obligated to fund any future improvements or renovations to the Property, except as specifically set forth in Section 9 Environmental and Brownfields and Section 10 Seller's Limited Representations and Warranties.

13. **CLOSING:** This transaction shall be closed on or before **thirty (30)** days from the end of the Due Diligence Period, subject only to an extension of time for the Cure Period set forth in paragraph six (6), above **("Closing Date").** The date and time of closing shall be mutually agreed upon between the Parties and shall occur at the office of Closing Agent, Grimes Galvano, P.L., at 1023 Manatee Avenue West, Bradenton, Florida 34205, or at any other location agreeable to both Parties or, if mutually agreed to by the Parties, via simultaneous electronic delivery of documents and funds. The Closing may be extended by the Parties for a mutually agreeable period of time in order to complete any conditions of closing or other requirements of this Agreement.

A. Closing Agent: The law firm of Grimes Galvano, P.L., shall serve as the Closing Agent.

B. Special Warranty Deed: At Closing, Seller shall simultaneously deliver to Buyer a good, sufficient, and properly recordable Special Warranty Deed, conveying marketable record title to the Property in fee simple to Buyer, free and clear of any liens or encumbrances other than the Permitted Exceptions.

C. Buyer's Access Easement: At Closing, Seller shall execute and deliver to Buyer, in recordable form, a perpetual, non-exclusive thirty (30) foot easement for vehicular and pedestrian ingress and egress to and from the Property over, across, and through the area generally depicted as the Proposed Access Easement on the Concept Plan (the "Access Easement Area"). The easement shall run with the land and shall be appurtenant to the Property.

Within twelve (12) months from Closing, Seller shall, at its sole cost and expense, construct an access drive within the Access Easement Area in a condition reasonably suitable to serve the Property for Buyer's Intended Use, thereby qualifying it for site plan approval and building permits. Seller shall have the right, from time to time, to modify, improve, reconstruct, widen, or otherwise alter the access drive located within the Access Easement Area; provided, however, that (i) such modifications shall not materially impair or interfere with Buyer's access to and from the Property, and (ii) Seller shall maintain continuous reasonable access to and from the Property during the performance of any such work. The parties acknowledge that the timing of the access drive construction will occur after Closing as mutually agreed; accordingly, Seller's obligations under this Section shall survive Closing until fully performed.

D. Buyer's Access Payment: At Closing, Buyer shall pay to Seller a one-time payment in the amount of **Forty Thousand Dollars and Zero Cents ($40,000.00)** (the "Access Road Payment"). The Parties acknowledge and agree that the Access Road Payment represents the mutually agreed and reasonable cost attributable to the planned improvements to the access road serving the Property. The Access Road Payment shall be paid to Seller at Closing and, except as otherwise expressly provided in this Agreement, shall constitute Buyer's full and complete payment to Seller with respect to such planned access road improvements.

E. Buyer's Utility Connection: Within twelve (12) months of Closing, at Seller's sole cost and expense, Seller shall extend City of Bradenton potable water and gravity sanitary sewer utility lines to the Property and shall cause such utility services to be separately metered at or adjacent to the boundary of the Property in accordance with City of Bradenton requirements. The parties acknowledge that the timing of such utility extensions will occur after Closing as mutually agreed; accordingly, Seller's obligations under this Section shall survive Closing until fully performed.

F. Potential Shared Stormwater Pond: The Concept Plan also depicts a proposed stormwater pond located on the portion of the property to be retained by Seller, immediately west of the Property (the "Proposed Stormwater Pond"). Buyer acknowledges that the location, size, design, capacity, and configuration of the Proposed Stormwater Pond are conceptual only and subject to change, as neither the development plans for the Seller's

retained property nor the development plans for the Property have been finalized or approved.

Seller and Buyer agree to cooperate in good faith during the planning, permitting, and development of their respective projects to evaluate the feasibility and desirability of utilizing a shared stormwater management facility to serve all or a portion of the Seller's retained property and the Property (or portion thereof). In the event the parties mutually determine that a shared stormwater management facility is appropriate, the parties may enter into one or more separate agreements establishing the terms and conditions governing such shared facility. Such agreement(s) may include, without limitation, provisions addressing the design, permitting, construction, ownership, operation, maintenance, repair, replacement, allocation of capacity, cost sharing for construction and ongoing maintenance expenses, drainage and access easements, and such other matters as the parties deem necessary or appropriate. The parties acknowledge that the decisions on the Proposed Stormwater Pond will occur after Closing as mutually agreed; accordingly, the parties obligations under this Section shall survive Closing until fully performed.

G. Costs to be Paid by Seller: Seller shall pay Seller's attorney's fees, if any, and the Brokerage Fee, defined below.

H. Costs to be Paid by Buyer: Buyer shall pay the deed documentary stamp taxes due on this transfer, the cost of recording the Deed, any costs for an owners' title insurance policy and related title costs, closing agent fees, and Buyer's attorney's fees, if any.

14. **CONDITION TO CLOSE:** Seller's obligation to close is expressly contingent upon approval of this Agreement by the City Council of the City of Bradenton ("City Council"). In the event the City Council fails to approve this Agreement prior to the Closing Date, this Agreement shall be deemed terminated, and Buyer's Deposit shall be returned to Buyer.

15. **BROKER'S FEES:** Seller and Buyer warrant to the other that Boyd Realty, Inc. ("Broker") is the only agent or broker utilized for this transaction. Broker shall be paid a real estate commission of three percent (3%) of the Purchase Price by the Seller at Closing.

16. **ATTORNEYS' FEES AND COSTS:** Each Party shall be solely responsible for paying its attorneys' fees and costs in any dispute, litigation, dispute resolution proceeding, settlement negotiation or pre-litigation negotiation arising under this Agreement.

17. **AMENDMENTS:** This Agreement may not be amended, canceled, changed, discharged, modified, rescinded, supplemented or terminated other than as expressly provided herein, except by an instrument in writing executed by all Parties hereto. All amendments are subject to acceptance and approval by City Council.

18. **ASSIGNABILITY:** This Agreement and the rights and obligations hereunder, shall be fully assignable by the Buyer to an affiliate. Said affiliate shall be actively registered with the

Florida Department of State, Division of Corporations, in which the Buyer's manager is a manager or member.

19. **AUTHORIZATION:** Each Party represents to the other that such Party has the requisite power and authority under all applicable laws to enter into this Agreement, that all of the procedural requirements imposed by law upon each Party for the approval and authorization of this Agreement have been properly completed, and that the persons who have executed the Agreement on behalf of each Party are authorized and empowered to execute said Agreement.

20. **BINDING EFFECT:** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective heirs, personal representatives, successors and permitted assigns. The covenants, warranties, representations, indemnities and undertakings of Seller as set forth in this Agreement will survive delivery and recording of the deed and possession.

21. **DEFAULT AND REMEDIES:** Except as otherwise provided herein, if Seller is not in default pursuant to any of the terms of this Agreement and Buyer fails to purchase the Property or to perform any of the covenants, conditions, or warranties of this Agreement, Seller shall be entitled to retain the Deposit, such sum being agreed upon as liquidated damages in full payment for the failure of Buyer to perform the duties and obligations imposed upon it pursuant to this Agreement and in consideration of the removal of the Property from the market, and in recognition of the difficulty, inconvenience, and uncertainty of ascertaining actual damages, and to defray the costs of advertising, maintenance of the Property, and resoliciting bids, and no other rights, remedies, or damages shall in any case be collectible, enforceable, or available to Seller other than as provided in this paragraph, and Seller will accept and take such Deposit as Seller's total damages and relief hereunder in such event. If Seller for any reason fails to perform any of the covenants, conditions, or warranties of this Agreement, Buyer may elect to receive a return of the Deposit without thereby waiving any action for damages resulting from Seller's breach and may seek to recover such damages or seek specific performance.

22. **ENTIRE AGREEMENT:** This Agreement and the Exhibits attached to it contain the final and entire agreement between the Parties with respect to the sale and purchase of the Property and are intended to be an integration of all prior negotiations and understandings. This Agreement supersedes all prior negotiations, understandings, representations, or agreements, both written and oral. Buyer and Seller are not bound by any terms, conditions, statements, warranties, or representations, written or oral, not contained in this Agreement. No change or modification of this Agreement is valid unless the same is in writing and signed by the Parties.

23. **FLORIDA LAW AND MANATEE COUNTY VENUE:** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of Florida. Venue for resolution of all disputes, whether by mediation, arbitration or litigation, shall lie in Manatee County, Florida.

24. **FORCE MAJEURE:** No Party shall be required to perform any obligation under this Agreement or be liable to the other for any delay or failure to perform or damages for said delay or failure so long as performance or non-performance of the obligation is delayed, caused, or prevented by an act of God, an act of terrorism, a civil commotion, an earthquake, a failure or

disruption of utility services, a fire, a flood, a hurricane, an insurrection, a sinkhole, a tornado, an unusual transportation delay, or other like cause, and which by exercise of reasonable diligent effort, the non-performing Party is unable in whole or in part to prevent or overcome **(Force Majeure Event).** All time periods shall toll for the period that the Force Majeure Event prevents performance under this Agreement, provided, however, if such Force Majeure Event continues to prevent performance under this Agreement more than **THIRTY (30)** days beyond the date of closing, then either Party may terminate this Agreement by delivering written notice to the other, thereby releasing Buyer and Seller from all further obligations under this Agreement; and Buyer's Deposit will be returned to Buyer.

25. **HEADINGS:** The headings contained in this Agreement are for convenience and reference and shall not affect the meaning or interpretation of this Agreement.

26. **INTERPRETATION:** Neither this Agreement nor any uncertainty or ambiguity in this Agreement shall be construed against Seller or Buyer, whether under any rule of construction or otherwise. On the contrary, this Agreement shall be construed and interpreted according to the ordinary meaning of the words used so as to accomplish fairly the purposes and intentions of the Parties. The Parties have each carefully read the terms and conditions of this Agreement and know and understand the contents and effect of this Agreement.

27. **NOTICE:** Any and all notices, approvals, claims, consents, demands, requests or other communications between the Parties **("Notices")** shall be in writing and delivered to the parties by mail, hand deliver, or electronic means to the following addresses:

To Seller:
Rob Perry
City of Bradenton
City Administrator
101 12th Street West
Bradenton, Florida 34205
Rob.Perry@BradentonFL.gov

To Buyer:
Chris Conley
Six Seas, LLC
704 Cortez Road West
Bradenton, Florida 34207
cconley@conleybuickgmc.com

With a copy to:
Grimes Galvano, PL
Atten: Kyle W Grimes, Esq.
1023 Manatee Ave W., Suite 100
Bradenton, Florida 34205
kgrimes@grimesgalvano.com

All Notices shall be deemed effective and received upon actual receipt by the Party to which such notice is given or **FIVE (5)** days after mailing, whichever occurs first.

28. **OCCUPANCY AND POSSESSION:** Seller shall, at closing, deliver occupancy and possession of the Property to Buyer.

29. **SEVERABILITY:** If any one or more of the provisions of this Agreement should be held contrary to law or public policy, or should for any reason whatsoever be held invalid or unenforceable by a court of competent jurisdiction, then such provision or provisions shall be null and void and shall be deemed separate from the remaining provisions of this Agreement, which remaining provisions shall continue in full force and effect, provided that the rights and obligations of the Parties contained herein are not materially prejudiced and the intentions of the Parties continue to be effective.

30. **SURVIVABILITY:** Any term, condition, covenant, or obligation which requires performance by either Party subsequent to the closing shall remain enforceable against such Party subsequent to the closing.

31. **TIME OF THE ESSENCE:** Time is of the essence with regard to all dates and times set forth in this Agreement. Any reference herein to time periods **SEVEN (7)** days or less shall, in the computation thereof, exclude Saturdays, Sundays, and legal holidays under the laws of the State of Florida or the United States of America. Any time period provided for herein which shall end on a Saturday, Sunday, or legal holiday under the laws of the State of Florida or the United States of America, shall extend to **FIVE (5)** P.M. of the next day that is not a Saturday, Sunday, or legal holiday under the laws of the State of Florida or the United States of America. The terms "days" as used herein shall in all cases mean calendar days.

32. **WAIVER:** The failure or neglect by any Party to enforce any right under this Agreement shall not be deemed to be a waiver of that Party's rights. Unless otherwise specifically provided for herein, a waiver shall not be effective unless it is in writing and signed by the Party who possesses the right to waive enforcement of same.

[SIGNATURE PAGE FOLLOWS ON NEXT PAGE]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written.

BUYER:

Six Seas, LLC,
a Florida limited liability company

Date: 26/08/2026, 2026

By: Chris Conley
Chris Conley (Aug 26, 2026 17:18 EDT)
Print Name: Chris Conley
Title: Manager

SELLER:

CITY OF BRADENTON,
a Municipal Corporation of the State of Florida

Date: _____, 2026

By: _____
Print Name: Rob Perry
Title: City Administrator

CONSENT AND APPROVAL OF CITY COUNCIL:

CITY OF BRADENTON,
a Municipal Corporation of the State of Florida

Date: _____, 2026

By: _____
Print Name:
Title:

EXHIBIT "A"
The Property

See sketch and description attached hereto.

EXHIBIT "B"
Concept Plan

See conceptual plan attached hereto.

EXHIBIT "B"
Form Site Access Agreement

SITE ACCESS AGREEMENT
PERMISSION TO ENTER PROPERTY
BROWNFIELDS REDEVELOPMENT PROGRAM

1. _____, the real property owner ("undersigned" or "owner"), hereby grants permission to the State of Florida, Department of Environmental Protection ("Department") and its agents and subcontractors to enter the undersigned's property ("the property") located at _____, Parcel ID _____ as described in **Attachment A** attached to the Brownfield Site Rehabilitation Agreement ("BSRA") for the brownfield site assigned the Brownfield Site Identification Number **{Insert Brownfield Site Identification Number here.}**, beginning on the date of execution of the BSRA and ending on such date as deemed appropriate by the Department or the successful completion of the BSRA, whichever occurs first.

2. This permission is contemplated to be used for the following activities that may be performed by the Department, its agents, representatives or subcontractors:

a. Having access to areas where contamination may exist.
b. Investigation of soil and groundwater including, but not limited to, the installation of groundwater monitoring wells, the use of geophysical equipment, the use of an auger for collection of soil and sediment samples, the logging of existing wells, videotaping, preparation of site sketches, taking photographs, any testing or sampling of groundwater, soil, surface water, sediments, air, and other materials deemed appropriate by the Department and the like.
c. Removal, treatment and/or disposal of contaminated soil and water, which may include the installation of recovery wells or other treatment systems.

3. Upon completion of the investigation, the Department will restore the property as near as practicable to its condition immediately prior to the commencement of such activities.

4. The granting of this permission by the undersigned is not intended, nor should it be construed, as an admission of liability on the part of the undersigned or the undersigned's successors and assigns for any contamination discovered on the property.

5. The Department, its agents, representatives or subcontractors may enter the property during normal business hours and may also make special arrangements to enter the property at other times after agreement from the undersigned.

6. The Department acknowledges and accepts any responsibility it may have under applicable law (Section 768.28, Florida Statutes) for damages caused by the acts of its employees acting within the scope of their employment while on the property.

7. In exercising its access privileges, the Department will take reasonable steps not to interfere with the Owner's operations, or the remediation and redevelopment activities pursuant to the BSRA.

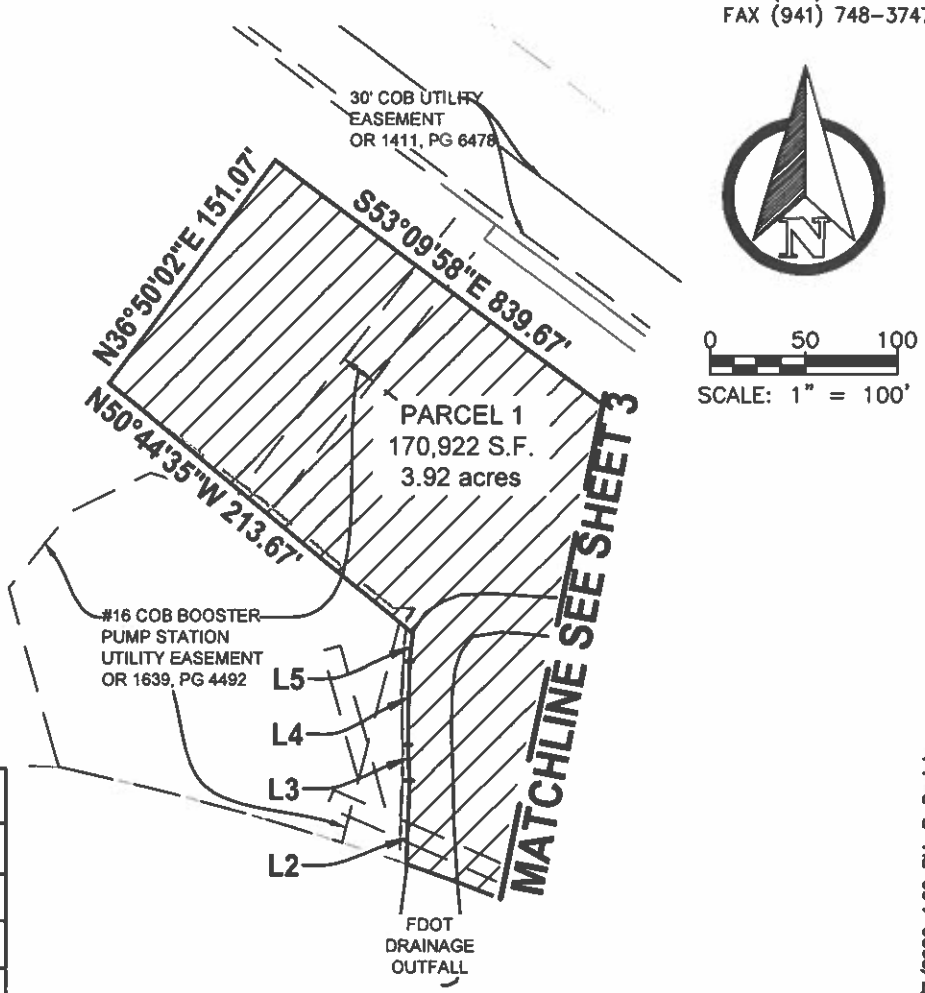
Signature of Real Property Owner	Signature of Witness
Print Name: _____	Print Name: _____
Title, if applicable_____	
Date	Date

Accepted by the Department by the following authorized agent:

Signature of Department representative	Signature of Witness
Print Name: _____	Print Name: _____
Title of Department representative	
Date	Date

ZNS|ENGINEERING
Land Planning Engineering Surveying Landscape Architecture
EB 0027476 LB 0006982 LC 0000365

CERTIFICATE OF AUTHORIZATION # LB 6982
1023 MANATEE AVENUE WEST (7TH FLOOR)
BRADENTON, FLORIDA 34205
(941) 748-8080
FAX (941) 748-3747



BOUNDARY LINE DATA		
LINE #	DIRECTION	LENGTH
L2	N02°02'52"E	45.60'
L3	N02°51'55"W	19.36'
L4	N00°59'23"E	45.48'
L5	N06°47'42"E	14.95'

BOUNDARY CURVE DATA				
CURVE #	RADIUS	CENTRAL ANGLE	ARC	CHORD BEARING
C1	1592.39'	12°27'19"	346.16'	N64°41'15"W

NOT A BOUNDARY SURVEY

SKETCH & DESCRIPTION
OF
A PARCEL OF LAND
LOCATED IN
O.R.B. 1193, PG. 127
SECTION 36, TOWNSHIP 34 SOUTH, RANGE 12 EAST
MANATEE COUNTY, FLORIDA

LEGEND:

PID – PARCEL IDENTIFICATION NUMBER (NOW OR FORMERLY)
POB – POINT OF BEGINNING
POC – POINT OF COMMENCEMENT
▨ – SITE (AREA)
OR – OFFICIAL RECORD
S.F. – SQUARE FEET
PG – PAGE
T – TOWNSHIP
R – RANGE

NOTES:

1. Bearings and coordinates shown hereon are based on the Florida State Plane coordinate system, West zone NAD 83/11, deriving a bearing of N00°19'42"E from the Southeast corner of the Southwest 1/4 of section 36, Township 34 South, Range 12 East.
2. This sketch **DOES NOT** represent a boundary survey.
3. This sketch has been prepared without the benefit of a current title report or abstract and therefore does not necessarily indicate all the encumbrances on the property.
4. Containing 170,922 Sq. Ft. Or 3.92 Ac., more or less.

PID 4633211009
MANATEE COUNTY, FLORIDA

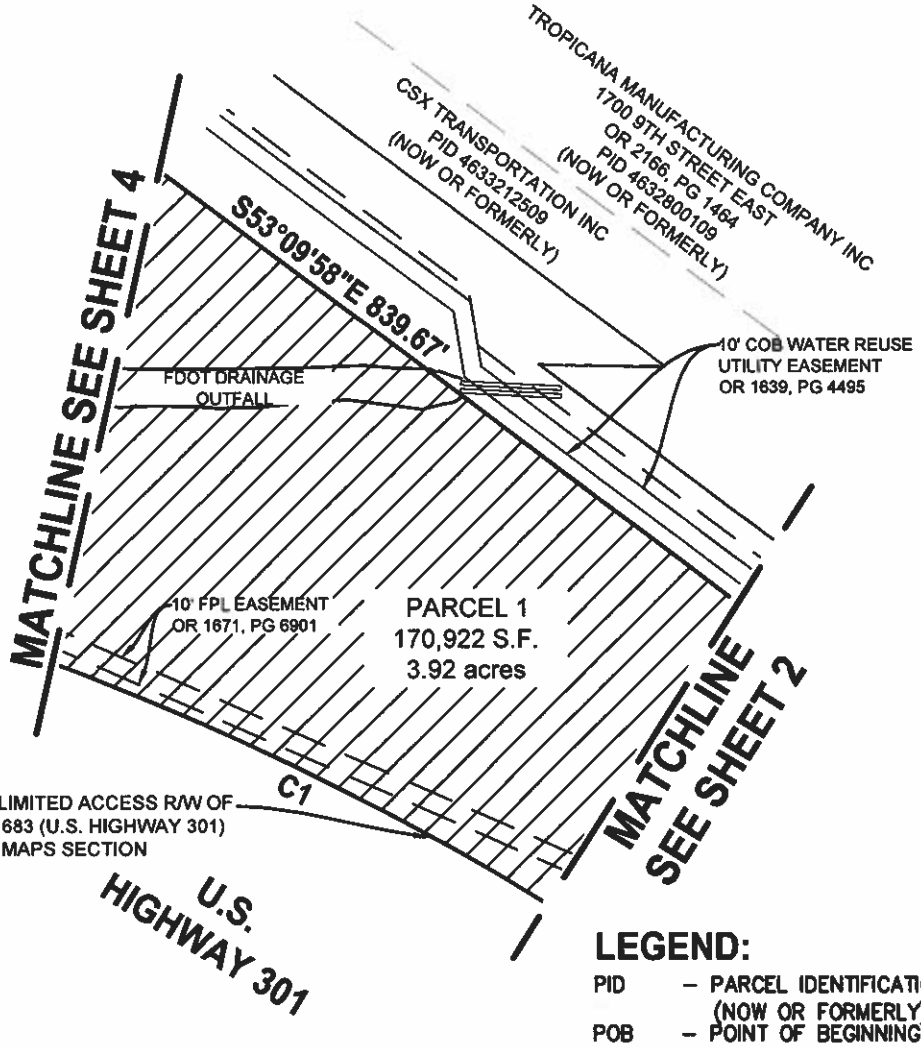
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ZNS|ENGINEERING
Land Planning Engineering Surveying Landscape Architecture
EB 0027476 LB 0006982 LC 0000365

CERTIFICATE OF AUTHORIZATION # LB 6982
1023 MANATEE AVENUE WEST (7TH FLOOR)
BRADENTON, FLORIDA 34205
(941) 748-8080
FAX (941) 748-3747



0 50 100
SCALE: 1" = 100'



LEGEND:

PID	–	PARCEL IDENTIFICATION NUMBER (NOW OR FORMERLY)
POB	–	POINT OF BEGINNING
POC	–	POINT OF COMMENCEMENT
▨	–	SITE (AREA)
OR	–	OFFICIAL RECORD
S.F.	–	SQUARE FEET
PG	–	PAGE
T	–	TOWNSHIP
R	–	RANGE

BOUNDARY CURVE DATA				
CURVE #	RADIUS	CENTRAL ANGLE	ARC	CHORD BEARING
C1	1592.39'	12°27'19"	346.16'	N64°41'15"W

NOT A BOUNDARY SURVEY

SKETCH & DESCRIPTION
OF
A PARCEL OF LAND
LOCATED IN
O.R.B. 1193, PG. 127
SECTION 36, TOWNSHIP 34 SOUTH, RANGE 12 EAST
MANATEE COUNTY, FLORIDA

PID 4633211009
MANATEE COUNTY, FLORIDA

SHEET 3 OF 4

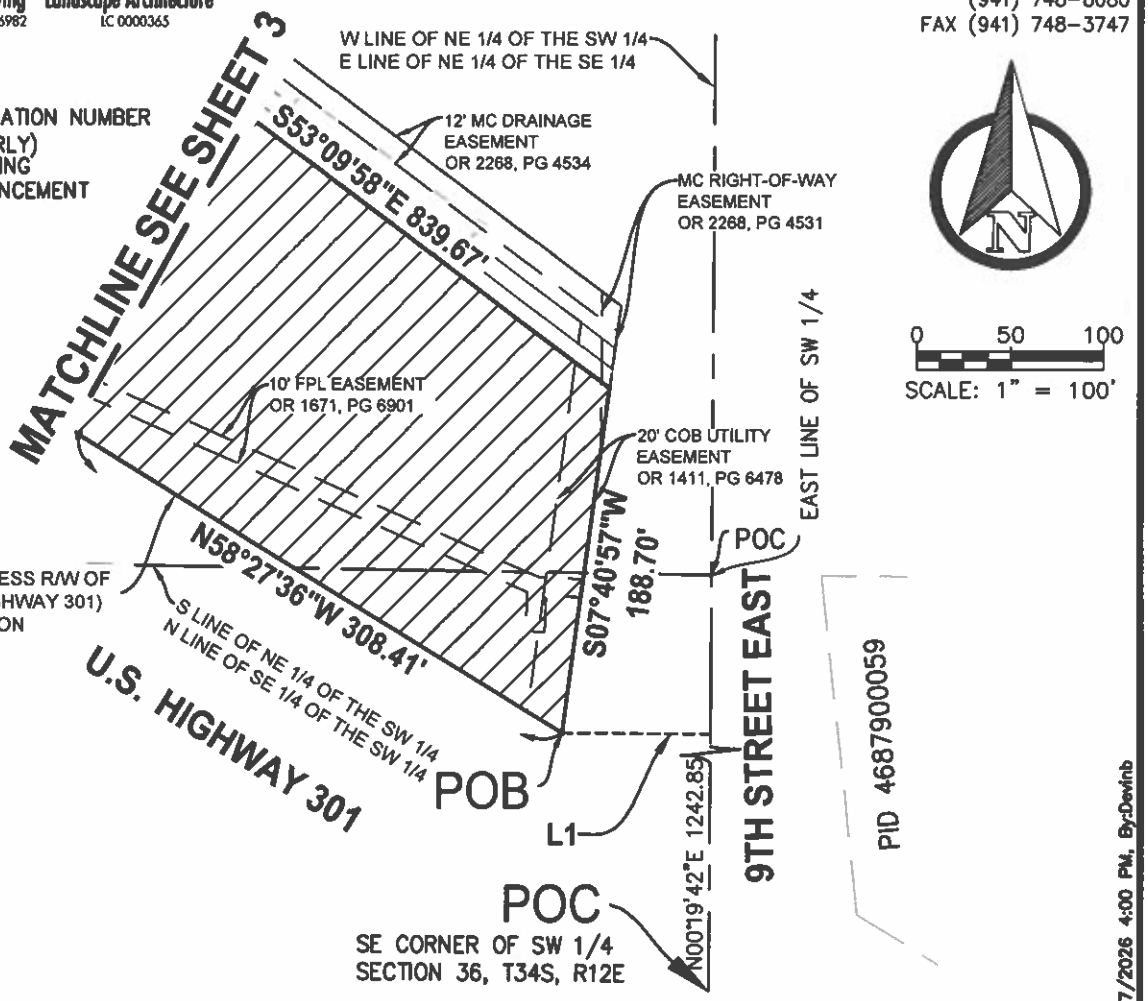
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BRADENTON, FLORIDA 34205
(941) 748-8080
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POB – POINT OF BEGINNING
POC – POINT OF COMMENCEMENT
▨ – SITE (AREA)
OR – OFFICIAL RECORD
S.F. – SQUARE FEET
PG – PAGE
T – TOWNSHIP
R – RANGE



BOUNDARY LINE DATA		
LINE #	DIRECTION	LENGTH
L1	N89°40'18"W	79.99'

NOT A BOUNDARY SURVEY

SKETCH & DESCRIPTION
OF
A PARCEL OF LAND
LOCATED IN
O.R.B. 1193, PG. 127
SECTION 36, TOWNSHIP 34 SOUTH, RANGE 12 EAST
MANATEE COUNTY, FLORIDA

NOTES:

1. Bearings and coordinates shown hereon are based on the Florida State Plane coordinate system, West zone NAD 83/11, deriving a bearing of N00°19'42"E from the Southeast corner of the Southwest 1/4 of section 36, Township 34 South, Range 12 East.
2. This sketch **DOES NOT** represent a boundary survey.
3. This sketch has been prepared without the benefit of a current title report or abstract and therefore does not necessarily indicate all the encumbrances on the property.
4. Containing 170,922 Sq. Ft. Or 3.92 Ac., more or less.

PID 4633211009
MANATEE COUNTY, FLORIDA

T:_2026\Conley\Public Works-Tropicana (45908)\Sketch\New sketch.dwg, Plot Date:7/7/2026 4:00 PM, By:Devinb

ZNS|ENGINEERING
Land Planning Engineering Surveying Landscape Architecture
EB 0027476 LB 0006982 LC 0000365

CERTIFICATE OF AUTHORIZATION # LB 6982
1023 MANATEE AVENUE WEST (7TH FLOOR)
BRADENTON, FLORIDA 34205
(941) 748-8080
FAX (941) 748-3747

DESCRIPTION:

A parcel of land lying and being in Section 36, Township 34 South, Range 12 East, Manatee County, Florida, being more particularly described as follows:

Commence at the Southeast corner of the Southwest 1/4 of Section 36, Township 34 South, Range 12 East, Manatee County, Florida; thence N00°19'42"E along the East line of said Southwest quarter, 1242.85 feet; thence N89°40'18"W, 79.99 feet to the POINT OF BEGINNING, same being a point on the intersection of the Northerly Right-of-Way of U.S. 301 per F.D.O.T. and the Westerly Right-of-Way of 9th Street East; thence along said U.S. 301 Right-of-Way the following two courses: (1) N58°27'36"W, 308.41 feet to the point of curvature of a curve to the left having a radius of 1592.39 feet, and a Central Angle of 12°27'19", (2) along the arc of said curve 346.16 feet; thence N02°02'52"E, 45.60 feet; thence N02°51'55"W, 19.36 feet; thence N00°59'23"E 45.48 feet; thence N06°47'42"E, 14.95 feet; thence N50°44'35"W, 213.67 feet; thence N36°50'02"E, 151.07 feet; thence S53°09'58"E, 839.67 feet to a point on the Westerly Right-of-Way of 9th Street East; thence S07°40'57"W along the said Right-of-Way, 188.70 feet to the POINT OF BEGINNING.

NOT A BOUNDARY SURVEY

SKETCH & DESCRIPTION

OF

A PARCEL OF LAND

LOCATED IN

O.R.B. 1193, PG. 127

SECTION 36, TOWNSHIP 34 SOUTH, RANGE 12 EAST

MANATEE COUNTY, FLORIDA

NOTE: THIS SKETCH IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF A LICENSED FLORIDA PROFESSIONAL SURVEYOR AND MAPPER, AN ELECTRONIC COPY MUST HAVE A VERIFIED INDEPENDENT AUTHENTICATED SEAL AFFIXED.

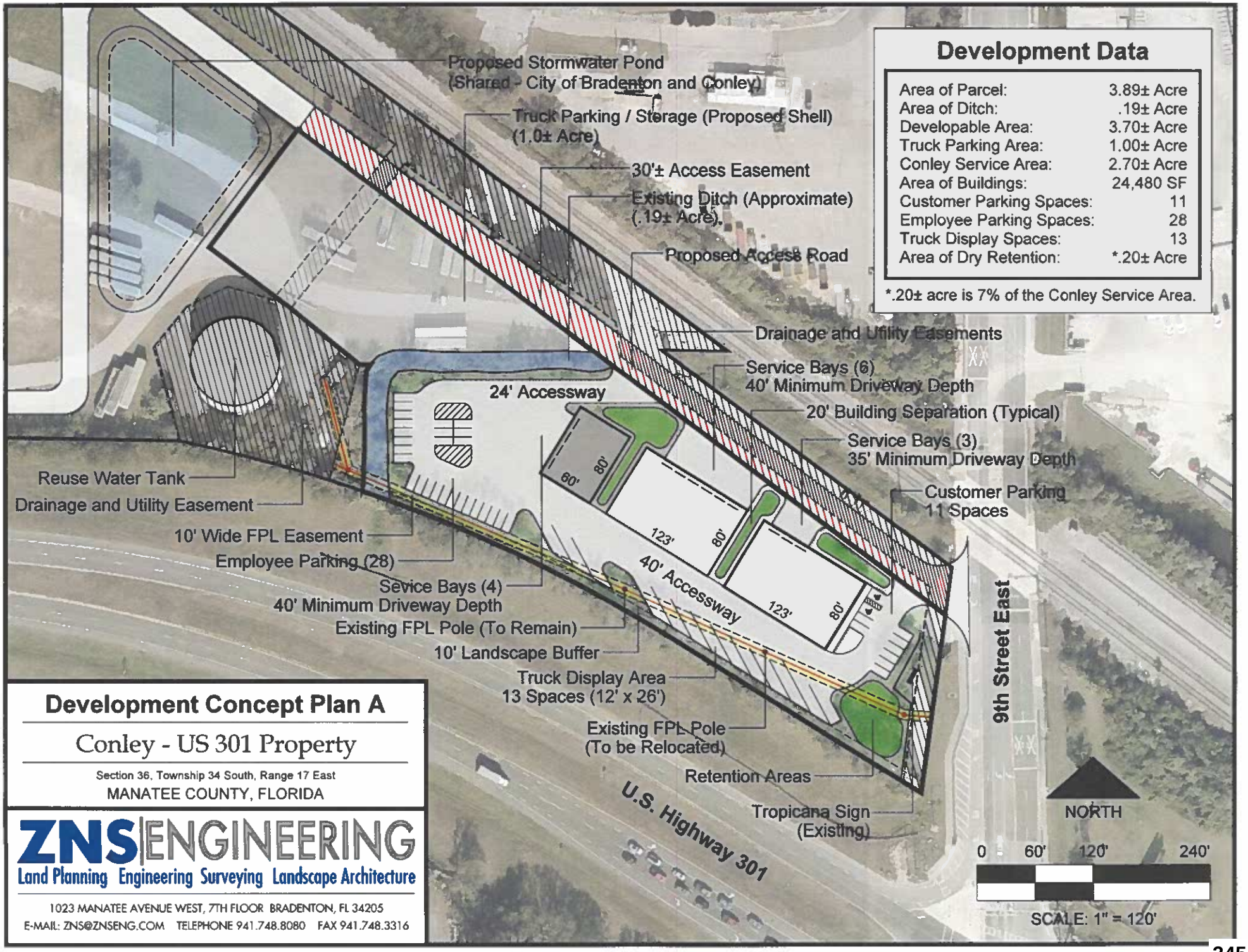
DRAWN: DB DATE: 2026.07.07 SKETCH & DESCRIPTION

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PID 4633211009
MANATEE COUNTY, FLORIDA

KAVIN C. WILMOTT, P.S.M.
FLORIDA CERTIFICATE No. 6809 DATE

T:_2026\ConleyPublic Works-Tropicana (45906)\Sketch\New sketch.dwg, Plot Date:7/7/2026 4:00 PM, ByDevinb



Development Data

Area of Parcel:	3.89± Acre
Area of Ditch:	.19± Acre
Developable Area:	3.70± Acre
Truck Parking Area:	1.00± Acre
Conley Service Area:	2.70± Acre
Area of Buildings:	24,480 SF
Customer Parking Spaces:	11
Employee Parking Spaces:	28
Truck Display Spaces:	13
Area of Dry Retention:	*.20± Acre

*.20± acre is 7% of the Conley Service Area.

Development Concept Plan A

Conley - US 301 Property

Section 36, Township 34 South, Range 17 East
MANATEE COUNTY, FLORIDA

ZNS ENGINEERING
Land Planning Engineering Surveying Landscape Architecture
1023 MANATEE AVENUE WEST, 7TH FLOOR BRADENTON, FL 34205
E-MAIL: ZNS@ZNSENG.COM TELEPHONE 941.748.8080 FAX 941.748.3316

Docusign Envelope ID: CFE852D0-C544-80E0-837D-C63DAE22AB83

Fourth Extension of the Agreement for R Grade Anhydrous Ammonia

This FOURTH EXTENSION of the Agreement for R Grade Anhydrous Ammonia (the "Extension"), is made this 9th day of September 2026, between the CITY OF BRADENTON (hereafter referred to as "City"), a municipal corporation of the State of Florida located at 101 Old Main Street, Bradenton, Florida 34205 and AIRGAS SPECIALTY PRODUCTS, INC., a foreign for profit corporation (hereafter referred to as "Contractor), with a principal office located at 2530 Sever Road, Suite 300, Lawrenceville, Georgia 30043.

WITNESSETH:

WHEREAS, the City and Contractor entered into an Agreement for R Grade Anhydrous Ammonia (the "Agreement") on September 16, 2022, whereby Contractor was to provide the City with all necessary labor, materials, equipment, tools, consumables, transportation and incidentals to supply the City with R Grade Anhydrous Ammonia;

WHEREAS, the Agreement provided for a one-year term, through September 16, 2023;

WHEREAS, the Agreement provides the parties with the option to renew for four (4) additional one-year periods;

WHEREAS, the parties exercised the second of the four options to renew to extend the term of the Agreement to September 16, 2025;

WHEREAS, the parties exercised the third of the four options to renew to extend the Agreement term to September 16, 2026;

WHEREAS, the parties desire to exercise the fourth of the four options to renew to extend the Agreement term to September 16, 2027;

WHEREAS, the City and the Contractor desire to make certain amendments to the Agreement as indicated herein;

WHEREAS, the City and Contractor desire that, except as amended by the terms of this Extension, all other terms, covenants, and conditions of the Agreement and the rights and obligations of the parties hereunder, shall remain in full force and effect and are hereby ratified and affirmed.

NOW, THEREFORE, the City and Contractor, for and in consideration of the provisions, mutual promises, covenants and conditions hereinafter set forth or recited, agree as follows:

1. **Recitals**. The recitals in the WHEREAS clauses are incorporated by reference and made a part of this Extension.

2. **Amendment to the Agreement**. The following provisions are hereby added to the Agreement as follows, and such additional terms shall prevail over conflicting provisions of the Agreement:

Docusign Envelope ID: CFE852D0-C544-80E0-837D-C63DAE22AB83

a. Article 3: Term. The Agreement is hereby extended for an additional one-year term, and the Agreement shall now expire on September 16, 2027.

3. **Affirmation**. Except as amended by the terms of this Extension, all other terms, covenants, and conditions of the Agreement, and the rights and obligations of the parties thereunder, shall remain in full force and effect and are hereby ratified and affirmed.

4. **Counterparts**. This Extension may be executed in separate counterparts by the parties as may be deemed necessary and convenient, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. A party's original signature on this Extension may be provided by facsimile or scanned and e-mailed and shall be effective upon transmission to the other party hereto.

IN WITNESS WHEREOF, the parties hereto accepted, made, and executed this Extension, upon the terms and conditions above stated, this 9th day of September 2026.

Sarah Bird

Sarah Bird, as VP of Sales

Airgas Specialty Products, Inc.

8/24/2026

Date

Gene Brown
Mayor, City of Bradenton

Date

5721802v1