AGENDA
BRADENTON CITY COUNCIL MEETING
8:30 a.m. Wednesday, September 23, 2026
CITY HALL COUNCIL CHAMBERS - 101 OLD MAIN STREET

REVISED AGENDA

All highlighted sections were revised or items added to the agenda.

1. INVOCATION & PLEDGE

Father Mike Brady with Christ Episcopal Church

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

2. MEETING CALLED TO ORDER

3. PROCLAMATIONS

4. PRESENTATIONS

a) Police: Florida Contraband Forfeiture Grant Program Awards

5. CITIZEN COMMENTS

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

6. CONSENT AGENDA

a) City Administration: Resolution 26-71 - Everbridge Emergency Alert Policy and Procedures
Resolution 26-71
b) Clerk: Minutes from the September 9, 2026, City Council Budget Hearing
09-09-2026 City Council Budget Hearing Minutes
c) Clerk: Minutes from the September 9, 2026, City Council Meeting
09-09-2026 Bradenton City Council Meeting Minutes
d) Event Review Committee: Bradenton Alive Halloween Celebration
Application and Site Plan
e) Event Review Committee: Bradenton Alive New Year's Eve Celebration
Application and Site Plan
f) Event Review Committee: Bradenton Alive Pre-Thanksgiving Celebration
Application and Site Plan

g) Police: Forfeiture Funds Expenditure Request - Police Headquarters Furniture

Forfeiture Funds Request Proposal

h) Public Works & Utilities: Debris Management Plan - Revised Supporting Document

Debris Management Plan - REVISED

i) Public Works & Utilities: Florida Division of Emergency Management (FDEM) Hazard Mitigation Grant Agreement H1543 for the City of Bradenton Southwest Ward 5 Flood Risk Reduction

FDEM Grant Agreement H1543

j) Public Works & Utilities: Work Assignment for Water Treatment Plant (WTP) Filter Actuator Replacements

Work Assignment and Estimate

k) Purchasing: First Contract Extension of PB-23-18MK with Mader Electric, Inc.

First Contract Extension of PB-23-18MK with Mader Electric, Inc.

l) Purchasing: Partial Guaranteed Maximum Price (GMP) Amendment to Agreement for Construction Management at Risk (CMAR) Services for WRF Equalization Tank with TLC Diversified, Inc.

Partial GMP Amendment with TLC Diversified, Inc.

m) Public Works & Utilities: Work Assignment for the Water Treatment Plant (WTP) Dam Inspection

Work Assignment, Direct Select Form, and Scope of Work from Jacobs Engineering Group Inc.

n) Purchasing: Amendment No. 2 to Agreement for Construction Management at Risk (CMAR) Continuing Services with NDC Construction Company

Amendment No. 2 for CMAR Agreement

o) Public Works & Utilities: Utility Easement with Florida Power and Light (FPL) for Parcel ID 4342500609 at City Park

FPL Easement

7. BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

a) City Administration: City of Bradenton Surplus Property Suitable for Affordable Housing Inventory Review - PUBLIC HEARING

Inventory List - Surplus Affordable Housing

2026 Potential Affordable Housing Surplus Properties

b) Community Redevelopment Agency: RESOLUTION 26-69 - PUBLIC HEARING A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, MAKING A LEGISLATIVE FINDING OF NECESSITY, PURSUANT TO SECTION 163.355, FLORIDA STATUTES, THAT A BLIGHTED AREA EXISTS WITHIN THE CITY OF BRADENTON, AS MORE PARTICULARLY DESCRIBED HEREIN; DETERMINING THAT THE REHABILITIATION, CONSERVATION, AND/OR REDEVELOPMENT OF SUCH AREA IS NECESSARY IN THE INTEREST OF PUBLIC HEALTH, SAFETY, MORALS, AND WELFARE OF THE RESIDENTS OF THE CITY OF BRADENTON; DESIGNATING SUCH AREA AS COMMUNITY REDEVELOPMENT AREA NO. 4; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Resolution 26-69
Florida Statute 163.356
Florida Statute 163.355
Slum and Blight Analysis
Notification Letters to Taxing Authorities

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

a) City Administration: Emergency Procurement Report
b) City Administration: Acceptance of Special Warranty Deed from the Community Redevelopment Agency to the City of Bradenton for a portion of 109 13th Avenue West
Special Warranty Deed for 109 13th Avenue West
c) City Administration: Partial Guaranteed Maximum Price (GMP) 1 for Renovations at 1009 4th Avenue West with NDC Construction - Revised Supporting Document
Partial GMP for Phase I to Agreement for CMAR Services - REVISED

9. UNFINISHED BUSINESS

a) City Administration: Agreement for the Development of Property and Redevelopment Incentives for 1525 Ballard Park Drive and 907 15th Street West
Agreement for the Development of Property and Redevelopment Incentives for 1525 Ballard Park Drive and 907 15th Street West
b) City Administration: Fourth Amendment to Purchase and Sale Agreement with PHBGF Ventures, LLC - Revised Supporting Document
Fourth Amendment to Purchase and Sale Agreement with PHBGF Ventures, LLC - REVISED

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. 4.a

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: September 23, 2026

SUBMITTED BY: Elba Viruet, Police

ITEM TYPE: Presentation

AGENDA SECTION: PRESENTATIONS

SUBJECT: Florida Contraband Forfeiture Grant Program Awards

SUGGESTED ACTION: Presentation of checks from Forfeiture Grant Program to local non-profits.

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 ContrabandForfeiture 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:
N/A

ATTACHMENTS:

AGENDA ITEM NO. 6.a

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: September 23, 2026

SUBMITTED BY: Corey Fortin, City Administration

ITEM TYPE: Resolution

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Resolution 26-71 - Everbridge Emergency Alert Policy and Procedures

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
In September of 2018 the City of Bradenton contracted with OnSolve, LLC to utilize the CodeRed emergency alert notification system to disseminate important messages to citizens regarding the safety, property, or welfare of the Committee. On September 13, 2018 City Council adopted Resolution 18-61 establish a Policy to memorialize the procedures to be followed when sending said messages.

On June 11, 2026 the City decided to change to the Everbridge Emergency Alert notification system and entered into a Memorandum of Agreement with the Florida Department of Emergency Management allowing the City to utilize the Everbridge Emergency notification system at no cost to the City. This resolution revises the emergency alert policy and procedures to memorialize any new procedures required under the Memorandum of Understanding.

FINANCIAL IMPACT:
N/A

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

SUGGESTED MOTION:
Motion to approve Resolution 26-71.

ATTACHMENTS:
Resolution 26-71

CITY OF BRADENTON
RESOLUTION NUMBER 26-71

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, REVISING THE CITY'S EMERGENCY ALERT POLICY AND PROCEDURES; PROVIDING FOR THE REPEAL OF RESOLUTIONS IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, in September of 2018, the City of Bradenton (the "City") contracted with OnSolve, LLC, to utilize the CodeRed emergency alert notification system to disseminate important messages to its citizens regarding the safety, property, or welfare of the community; and

WHEREAS, on September 13, 2018, the City Council adopted Resolution 18-61 establishing a policy to memorialize the procedures to be followed when using the CodeRed system to disseminate said messages; and

WHEREAS, on June 11, 2026, the City entered into a Memorandum of Agreement with the Florida Division of Emergency Management allowing the City to utilize the Everbridge Emergency Notification System at no cost to the City; and

WHEREAS, the City Council wishes to revise its emergency alert policy and procedures to adopt the Everbridge (Emergency Alert) Policy & Procedures, attached hereto and incorporated herein as **Exhibit "A**," to reflect that the City will be utilizing the Everbridge emergency alert notification system going forward and to memorialize any new procedures required under the Memorandum of Understanding;

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

1. The City of Bradenton hereby adopts the Revised Everbridge Emergency Alert Policy & Procedures, attached hereto and incorporated herein as **Exhibit "A."**

2. Said Policy consists of 3 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 18-61 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 23RD OF SEPTEMBER, 2026.

ATTEST:

_____
Tamara Melton
CITY CLERK

_____
Gene Brown
MAYOR

APPROVED AS TO FORM:

_____
Scott Rudacille
CITY ATTORNEY

EVERBRIDGE (EMERGENCY ALERT) POLICY & PROCEDURES

Approved by City Council – Resolution 26-71 dated September 23, 2026

PURPOSE: To establish a uniform policy and procedures governing the use of the Everbridge Emergency Notification System and to provide guidance regarding the best practices for emergency notification and information sharing to the Citizens of the City of Bradenton and/or City personnel.

OVERVIEW: The Everbridge system serves as the emergency planning and communications outreach to both Citizens of the City of Bradenton and City personnel. The system uses telephone, text, e-mail, push notifications and TTY/TDD to quickly provide emergency notification and instructions to residents, businesses and City personnel on how to prepare for and deal with an emergency situation. The Everbridge system uses mapping which allows us to notify the residents of a specific targeted area within the City, or the entire City depending on the nature and scope of the emergency.

The City Council has determined that the Everbridge System will be activated to disseminate emergency notifications and not for general public announcements. Emergency notifications include any message regarding the safety, property or welfare of the community. Alerts may include, but are not limited to:

- Boil Water Alerts and other drinking water emergencies
- Extreme Weather
- Emergency Preparedness & Response Information
- Disaster Recovery Information
- Chemical/Sewage Spills
- Evacuation Notices
- Emergency Road Closures
- Amber Alerts
- Traffic Light Issues
- 911 system outages

The Everbridge system may be used internally for messages to departmental contact groups for purposes such as: notification of where to report to work during or following an emergency; shift coverage needs; meeting notifications, operational needs, emergency assignments, other time-sensitive internal communications, etc.

Only authorized officials have access to the Everbridge system. All authorized users will have the ability to *generate* an Everbridge emergency alert message in the system. Only the authorized users will have the ability to *launch* an external emergency alert. The remaining users will have the ability to launch messages internally to their departmental contact groups.

The City Administrator will authorize Everbridge system access and assign administrators. The list of authorized users will be maintained in the Office of the City Administrator and reviewed semi-annually to ensure any personnel changes affecting authorized users have been addressed. Department Directors will notify the City Administrator of any change to their authorized users' list.

EVERBRIDGE (EMERGENCY ALERT) POLICY & PROCEDURES

Once a new user has been granted access to the Everbridge system, the user will be provided with a copy of this Policy and required to complete appropriate training online through Everbridge University. The Public Information Manager will provide guidance on City-specific policies and procedures, as necessary.

Each authorized user has been set up in the Everbridge System and provided login credentials. These credentials are unique to each user and should not be shared with anyone else.

To protect the integrity of the system, report lost or compromised Everbridge login and credentials immediately to the City Administrator.

Disciplinary Actions for Violations

Failure to observe the Usage Policy and Best Practices Procedures may result in disciplinary action in accordance with employee handbook and/or immediate removal of system access.

AUTHORITY: Authority has been granted by the Bradenton City Council to enforce this Policy's administration as it relates to the City's authorized system users.

The City of Bradenton Public Information Manager, under the direction of the City Administrator, is responsible for the operations associated with the use of the Everbridge system.

PROCEDURE: Prior to the issuance of an Everbridge emergency alert message to the Citizens of Bradenton, an email will be sent to the legislative email contacts (Mayor, Council & Department Heads) advising of the impending message, whenever practical.

Create an emergency alert message using the following six elements:

1. This is an Everbridge emergency message from the City of Bradenton
2. Date and time of the call
3. Scope of the emergency
4. Area(s) affected by the emergency
5. Action that needs to be taken
6. Directions to get more information, if necessary

Determine the scope of the emergency and, if necessary, map out the specific target area in the Everbridge system to receive the emergency alert. Contact Information Technology GIS for mapping assistance. Save the message and mapping file in the Everbridge System.

EVERBRIDGE (EMERGENCY ALERT) POLICY & PROCEDURES

Once it has been determined that an alert is necessary and a message has been created and saved in the system, one of the users authorized to launch a message will need to be contacted to initiate the launch. Only **one** person from the list needs to be contacted to launch a message. Please contact the "launchers" in the order provided until reaching someone who confirms that the launch has been initiated.

NAME	PHONE NUMBER	CELL PHONE PROVIDER
1. Tiffany Shadik	941-290-9350	Verizon
2. Corey Fortin	802-598-4825	Verizon
3. Scott MacDonald	941-877-4510	T-Mobile

In addition to the persons listed above, any individual so designated by the City Administrator.

Everbridge emergency alert notifications will be pushed out to those who have opted in to the system by subscribing to receive notifications. Alerts may be sent to subscribed users and other authorized contacts from records available through the Everbridge system, as appropriate for the incident.

All notifications which reach the level of Everbridge will also be posted on the City of Bradenton website. The person responsible for creating the message, performing any necessary mapping, and requesting the launch will also be responsible for notifying the Public Information Manager and/or the launcher who confirms the launch initiation, if a Press Release is also necessary. The person or department responsible for generating the emergency notification will also be responsible for advising the communications lead once the emergency/situation which caused the alert has passed and the notification can be "lifted".

Revisions to the Users listed in the policy may be made by City Administration, without amending the Policy.

AGENDA ITEM NO. 6.b

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: September 23, 2026

SUBMITTED BY: Tamara Melton, Clerk

ITEM TYPE: Minutes

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Minutes from the September 9, 2026, City Council Budget Hearing

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Minutes from the September 9, 2026, City Council Budget Hearing.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the minutes from the September 9, 2026, City Council Budget Hearing.

ATTACHMENTS:
09-09-2026 City Council Budget Hearing Minutes

CITY OF BRADENTON
CITY COUNCIL BUDGET HEARING MINUTES
September 9, 2026
5:01 p.m.

The City of Bradenton City Council met in the City Hall Council Chamber, 101 Old Main Street, Bradenton, Florida, at 5:01 p.m. on Wednesday, September 9, 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.

Mayor Brown called the meeting to order at 5:01 p.m.

CITIZEN COMMENT: None.

BUDGET DISCUSSION:

Lance Williams, Deputy City Administrator/Chief Operating Officer**,** stated that the City previously held two budget workshops and praised staff for their hard work on the budget.

STATUTORY ANNOUNCEMENT OF TRIM REQUIREMENTS:

Tamara Melton, City Clerk, read the following into the record:

- Name of taxing authority: City of Bradenton
- Rolled-back rate: 5.6967
- Percent increase over rolled-back rate: .24%
- Millage rate to be levied: 5.7101

PUBLIC HEARINGS

a) Clerk: **RESOLUTION 26-72 - FIRST PUBLIC HEARING**
A RESOLUTION LEVYING TAXES FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2026, AND ENDING SEPTEMBER 30, 2027, AND PROVIDING FOR THE DISBURSEMENT OF FUNDS ARISING FROM SAID LEVY; ALSO THE DISBURSEMENTS OF CERTAIN OTHER FUNDS.

b) Clerk: **RESOLUTION 26-73 - FIRST PUBLIC HEARING**
A RESOLUTION ADOPTING THE BUDGET; AND SETTING REVENUES AND MAKING APPROPRIATIONS FOR CITY OF BRADENTON, FLORIDA FOR THE FISCAL YEAR 2026-27; PROVIDING AN EFFECTIVE DATE.

The public hearing was opened for both resolutions. Those that wished to speak were invited to the podium and no one came forward.

CLOSING REMARKS:

Councilwoman Barnebey, Mayor Brown, and Rob Perry, City Administrator, thanked City staff for all their hard work.

Mayor Brown adjourned the hearing at 5:08 p.m.

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

AGENDA ITEM NO. 6.c

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: September 23, 2026

SUBMITTED BY: Tamara Melton, Clerk

ITEM TYPE: Minutes

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Minutes from the September 9, 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 September 9, 2026, City Council meeting.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the minutes from the September 9, 2026, City Council meeting.

ATTACHMENTS:
09-09-2026 Bradenton City Council Meeting Minutes

CITY OF BRADENTON
CITY COUNCIL MEETING MINUTES
September 9, 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, September 9, 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 pre-meeting invocation was led by Pastor Don Sturiano with Kingdom Life Christian Church.

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

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

PROCLAMATIONS:

a) Legislative: Tribute to Heroes Day

Tim Geer, Fire Chief, and Josh Cramer, Police Chief, accepted the proclamation on behalf of all active and retired first responders.

Mayor Brown shared memories of September 11, 2001, and stressed the importance of speaking about those memories so that future generations would understand the significance of that day.

Council members shared their memories and thoughts about the 25th anniversary of September 11, 2001, and thanked all first responders for their service.

PRESENTATIONS: None.

CITIZEN COMMENTS:

Keith Green, City of Bradenton resident, invited everyone to join the First Responders' Mass hosted by the Knights of Columbus at Our Lady of the Angels Catholic Church on September 9, 2026, at 6:30 p.m.

Pat Simmons, 1833 60th Avenue West, spoke about autism initiatives and Autism Certified Cities.

Chief Cramer spoke about local autism initiatives and area events that helped raise awareness.

CONSENT AGENDA:

a) Administrative Services: Resolution 26-65 - State Housing Initiatives Partnership (SHIP) Housing Rehabilitation Loan
b) Administrative Services: Resolution 26-68 - 2026 State Housing Initiatives Partnership (SHIP) Annual Report
c) City Administration: Resolution 26-70 - Revised Policy and Procedures Governing Advisory Boards and Committees
d) Clerk: Minutes from the August 12, 2026, City Council Meeting
e) Clerk: Minutes from the August 19, 2026, City Council Budget Workshop
f) Clerk: Minutes from the August 26, 2026, City Council Meeting
g) Police: Forfeiture Funds Expense Request
h) Police: Opioid Funds Expenditure - Crime Reduction Team Equipment and Supplies
i) Public Works & Utilities: Florida Division of Emergency Management (FDEM) Hazard Mitigation Grant Program Agreement H1518 for the City of Bradenton Stormwater Master Plan
j) Public Works & Utilities: Florida Department of Transportation (FDOT) Supplemental Agreement No. 1 to the Local Agency Program (LAP) Agreement for Southern Parkway Supplemental
k) Public Works & Utilities: Change Order No. 1 for the Elevated Tank 5 Renovation
l) Public Works & Utilities: Contract Amendment 2 to Fawley Bryant Architecture for City Park Project Design Contract
m) Purchasing: Construction Contract for the Love Park Renovation Project with Bandes Construction Company, Inc.
n) Purchasing: First Contract Extension with Gilliam Construction, LLC
o) Purchasing: 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.

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

BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS:

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

Jeremy Giddens, Grants/Business Operations Manager for Bradenton Police Department, gave an overview of the grant application and how the police department planned to use the funds.

Mayor Brown opened the public hearing and invited those who wished to speak to come forward. No one came forward and the public hearing was closed.

MOTION TO APPROVE AND ACCEPT THE FY 2026 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT SUBMISSION AND AUTHORIZE THE MAYOR TO EXECUTE THE FINAL AGREEMENT was made by Vice Mayor Kocher and seconded by Councilman Schuessler. The motion passed 5-0.

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.

The second reading and public hearing were scheduled for the September 23, 2026, City Council meeting.

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.

The second reading and public hearing were scheduled for the September 23, 2026, City Council meeting.

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)

Rob Perry, City Administrator, explained that the Manatee County Commissioners voted to transfer ownership of the property located at 1009 4th Avenue West to the City for public use and a potential educational satellite campus. He added that the agreement included a five-year reverter clause that returned ownership to Manatee County if the property was not actively used for a public purpose.

Scott Rudacille, City Attorney, stated that he was in possession of the original deed, and it would be recorded if accepted by the Council.

Janene Amick, Chief Executive Officer for the Florida Cultural Group/Manatee Performing Arts Center, addressed the ongoing demand for performing arts space and clarified that the facility would be actively used regardless of institutional educational partners.

MOTION TO ACCEPT THE DEED FROM MANATEE COUNTY CONVEYING THE PROPERTY AT 1009 4TH AVENUE WEST TO THE COB AND DIRECT STAFF TO ADVERTISE FOR DISPOSITION BY LEASE, SPECIFICALLY FOR THE PURPOSES OF PROVIDING EDUCATION, WORKFORCE DEVELOPMENT, AND COMMUNITY TRAINING OPPORTUNITIES, OR OTHER REDEVELOPMENT PURPOSES CONSISTENT WITH THE DOWNTOWN DISTRICT AREA COMMUNITY REDEVELOPMENT PLAN was made by Councilman Schuessler and seconded by Vice Mayor Kocher. The motion passed 5-0.

b) City Administration: Census Population Estimate Report and Authorization

Mr. Perry presented the Census Population Estimate Report and explained that the report determined the yearly estimated change in the City's population.

MOTION TO GIVE AUTHORIZATION TO MR. PERRY TO EXECUTE THE OFFICIAL POPULATION ESTIMATE FROM THE UNIVERSITY OF FLORIDA was made by Councilwoman Barnebey and seconded by Vice Mayor Kocher. The motion passed 5-0.

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

Mr. Perry requested authorization to negotiate with the potential buyer and stated that the final contract would be brought before Council for approval.

He explained that this property was included in the purchase of the parcels for the new Public Works Annex and was no longer needed for that project.

MOTION TO AUTHORIZE CITY ADMINISTRATION TO ENTER INTO FURTHUR 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 was made by Councilwoman Barnebey and seconded by Vice Mayor Kocher. The motion passed 5-0.

UNFINISHED BUSINESS: None.

COUNCIL REPORTS:

Councilwoman Coachman expressed enthusiasm for the ongoing activity in Ward 5 and emphasized the importance of continuing to remember September 11, 2001.

Vice Mayor Kocher spoke about the importance of trust and leadership. She hoped that we never forget the courage, sacrifice, and unity of September 11, 2001.

Councilwoman Barnebey challenged everyone to reflect on the unity they felt on September 12, 2001. She expressed condolences to the family of William Charles "Butch" Powell for their loss due to his recent passing.

Councilman Schuessler shared that he was grateful for the conversations he shared with neighbors and residents.

Councilwoman Gonzalez Moore mentioned Manatee Mineral Springs Park and that Reflections of Manatee wished to place historical education signs there.

Mayor Brown mentioned the Boys and Girls Club of Manatee County was hosting a Remembrance Ceremony marking 25 years since September 11, 2001. He added that the ceremony would be held at the Palmetto Marriott on September 11, 2026, at 8:00 a.m., and the annual Tribute to Heroes Day would be held at Rossi Park at 9:30 a.m. He added that he was proud of the opportunity to give the key to the City to Marty the Marauder at a recent baseball game for his stewardship to the community.

DEPARTMENT HEAD REPORTS:

Chief Geer expressed his appreciation for the Council's support and attendance at events in the community.

Lance Williams, Deputy City Administrator and Chief Operating Officer, recognized Nicholas Toth for his promotion to Purchasing Manager. Mr. Toth provided his history with the City and said he appreciated the promotion.

Irvin Lee, Public Works Director, announced the Public Works and Utilities Open House was scheduled for September 16, 2026, from 5:30 p.m. to 7:00 p.m. in the City Hall Auditorium.

Chief Cramer thanked the Council for approving the Florida Contraband Forfeiture Grant Program grant amounts and added that official grant presentations would take place at the September 23, 2026, meeting.

The meeting was adjourned by Mayor Gene Brown at 10:41 a.m.

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

AGENDA ITEM NO. 6.d

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: September 23, 2026

SUBMITTED BY: Kelly Thomas, Event Review Committee

ITEM TYPE: Special Event

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Bradenton Alive Halloween Celebration

SUGGESTED ACTION: Event Review Committee recommends approval with the following stipulations: 5 Bradenton Police Department Extra Duty Officers, 4 Public Works Extra Duty Staff, 3 Port-o-Lets (1 ADA, 2 Standard) and compliance of all City of Bradenton Special Event Standards.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Nightlife Productions is requesting permission to host Bradenton Alive: Halloween on October 31, 2026, on Old Main Street. The celebration will feature live music, food trucks, alcohol sales and merchandise vendors. The event has an expectation of 500.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the Bradenton Alive Halloween Celebration with the stipulations recommended by staff.

ATTACHMENTS:
Application and Site Plan

SPECIAL EVENT PERMIT APPLICATION

Application Information

Organization Name: Nightlife Productions, LLC

Date of Application: 8/13/2026

Contact Name: Kristen Lee Coats

Contact Phone 1: 727-492-2697

Contact Email: [redacted]

Contact Phone 2: 813-448-0229
David Lay

Address: 3850 67th Street Ct E

City: Bradenton

State: FL

Zip: 34208

Event Information

Name of Event: Bradenton Alive Halloween Celebration

Event Date: 10/31/2026

Purpose of Event: holiday celebration block party

Description of Event: live music on stage, food trucks, merchandise vendors

Event Location: 12th Street W(Old Main Street) between SR64 and 3rd Avenue W, 4th Avenue W between 10th Street and 13th Street

If the event is to be held on the Riverwalk, please check the area(s) to be used.

Mosaic Amphitheater	Pavilion Area	Great Lawn
Regatta Plaza	Parking Lot Areas	Tower Plaza
Skate Park	Outdoor Living Room	Botanical Gardens
Volleyball Courts	Other (specify):	

	Date	Day	Start Time	End Time	Anticipated Attendance
Setup	10/31/2026	Saturday	3:00pm		
Event Day 1	10/31/2026	Saturday	7:00pm	11:00pm	500
Event Day 2					
Event Day 3					
Break Down	10/31/2026	~~Friday/Saturday~~ SAT - SUN	11:00pm	1:00am	

Number of years event has been held: 2

Past Attendance: 500

(03/2022)

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

Will any tents be used for the event? Yes No

Tent Size	Number of Tents	Tent Location
10'x10'	10	Old Main Street, vendors

Note: Tents must be weighted and stakes are prohibited. Tents larger than 10'x10' require an additional permit.

Will a stage be used for the event? Yes No

Will the event require electricity? Yes No Type of electrical power: 110v

Will a generator be used? Yes No Size of generator: 20kw

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

(generator is back up energy for stage)

Vendor Information

Will the event offer food? Yes No

Where will the food be prepared? food trucks, trailers and food tents

Will cooking equipment be used? Yes No

Method/type of cooking equipment

Charcoal grills Food trucks Fryers Propane grills Warmers/Sternos

Will there be alcohol at the event? Yes No

Note: Alcohol will require an additional permit.

Event Entertainment

Will the event feature entertainment? Yes No

Will amplified sound equipment be used? Yes No

Will musical entertainment be used? Yes No

Please describe any type of entertainment and sound equipment.

live band with sound reinforcement to cover city block, top 40 cover bands of different genres

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

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

Describe any additional event activities.

(03/2022)

Event Housekeeping

CITY SERVICES REQUESTED

Electricity Needed? Yes ~~No~~

Solid Waste Service? Yes ~~No~~

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

TEMPORARY SANITARY/PORTABLE TOILETS

Will temporary sanitary facilities be provided? Yes ~~No~~

Please indicate how many and location on required site plan.

Event Security

NOTICE OF PUBLIC SAFETY NOTICE FOR SECURITY AND TRAFFIC CONTROL:

Bradenton Police Department security is required when alcoholic beverages are present, when closure of a public street is necessary, when large crowds are in attendance, or in any other situation as deemed necessary by the Bradenton Police Department. The number of personnel required is determined by the Bradenton Police Department and wages are payable by applicant.

Contact Bradenton Police Department Extra-Duty Employment Coordinator, Brenda Lovett, at 941-932-9317 or Brenda.Lovett@BradentonPD.com to discuss security requirements.

Street Closure

Is street closure requested? ~~Yes~~ No Note: Please complete the Street Closure Form.

Application Review

During the application review by the Event Review Committee, additional conditions may be imposed. This permit is valid only for the time indicated on this application. In the event that the applicant fails to fulfill the requirement(s) (as set forth in the permit) or fails to obtain proper authorization to proceed, if conditions have changed, or the expected outcomes, impacts, or conditions are substantially altered, then the permit will be voided immediately by authorized city personnel.

A non-refundable application fee of $25 shall be paid at the time of application. Rental fees and damage deposits will be paid following approval of the event request.

Please return application, rental contract, and site plan to Events at City of Bradenton, 101 Old Main Street, Bradenton, FL 34205 or via email to Events@bradentonFL.gov.

(03/2022)

Rental Contract

All event organizers must read and sign the Rental Contract before the event permit is issued.

Levels of sound, music, and noise produced at the authorized event shall adhere to the city noise ordinance. If, at any time, a City of Bradenton law enforcement officer determines that this standard has been violated, said officer shall have the authority to require the event organizer, or any agent thereof, to take all necessary and appropriate actions to prevent further violations of this standard. If the event organizer or any agent thereof fails to obey the orders of the law enforcement officer, event organizer will be required to present any future events to City Council for review prior to approval.

The event organizer has been informed that all events at Riverwalk Park, including non-musical events, must be completely closed by 10:00 p.m. If any event wishes to continue past 10:00 p.m. Special City Council approval is required.

I, Kristen Lee Coats, applicant/event organizer for Bradenton Alive Halloween Celebration (event), scheduled for (date&hours), 10/31/2026, from 7:00pm to 11:00pm, hereby agrees to all conditions and regulations set forth in the event guide, application, and contract as adopted by City Council.

Kristen Lee Coats	Nightlife Productions, LLC
Signature of Applicant/Event Organizer	Organization
Kristen Lee Coats	8/13/2026
Typed or Printed Name and Title	Date

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY

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

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

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

Kristen Lee Coats	Nightlife Productions, LLC
Signature of Applicant/Event Organizer	Organization
Kristen Lee Coats	8/13/2026
Typed or Printed Name and Title	Date

(03/2022)

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

Name of Requestor: Kristen Lee Coats

Name of Organization: Nightlife Productions, LLC

Street Address: 3850 67th Street Ct E

City: Bradenton State: FL Zip: 34208

Telephone: 727-492-2697 Email: [redacted]

Name of Event: Bradenton Alive Halloween Celebration

Start Date: 10/31/2026 End Date: 11/1/2026 Start Time: 1 pm End Time: 1am
(event 7-11pm)

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

12th Street W(Old Main Street) between SR64 and 3rd Avenue W,
4th Avenue W between 10th Street and 13th Street

Proposed detour route (include alternative road and map):

Additional notes and comments:

Bollards need to be put up at the intersections of:
12th Street West and SR64
12th Street West and 4th Avenue West
13th Street West and 4th Avenue West
10th Street West and 4th Avenue West

(03/2022)

Bradenton Alive Site Map – Halloween Celebration 10/31/2026



- Bollards
- Port-o-lets
- Food Trucks
- Merchandise vendors
- Stage
- Beer tent and beer truck

AGENDA ITEM NO. 6.e

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: September 23, 2026

SUBMITTED BY: Kelly Thomas, Event Review Committee

ITEM TYPE: Special Event

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Bradenton Alive New Year's Eve Celebration

SUGGESTED ACTION: Event Review Committee recommends approval with the following stipulations: 5 Bradenton Police Department Extra Duty Officers, 5 Public Works Extra Duty Staff, Fireworks Permit, Manatee County Government permission for use of the County Administrative Building, 1 Manatee County Government Employee onsite, 6 Port-o-Lets (4 Standard and 2 ADA), and compliance of all City of Bradenton Special Event Standards.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Nightlife Productions would like to host Bradenton Alive: New Year's Eve Celebration on December 31, 2026, on Old Main Street. The event will feature live music, ball drop, fireworks, food trucks, alcohol sales and merchandise vendors. They have an expectation of 500 in attendance.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:

Motion to approve the Bradenton Alive New Year's Eve Celebration with the stipulations recommended by staff.

ATTACHMENTS:
Application and Site Plan

SPECIAL EVENT PERMIT APPLICATION

Application Information

Organization Name: Nightlife Productions, LLC

Date of Application: 9/1/2026

Contact Name: Kristen Lee Coats

Contact Phone 1: 727-492-2697

Contact Email: Kristen Lee Coats

Contact Phone 2: _____

Address: 3850 67th Street Ct E

City: Bradenton

State: FL

Zip: 34208

Event Information

Name of Event: Bradenton Alive New Year's Eve Celebration

Event Date: 12/31/2026

Purpose of Event: holiday celebration block party

Description of Event: live music on stage, food trucks, merchandise vendors, ball drop, fireworks

Event Location: 12th Street W(Old Main Street) between SR64 and 3rd Avenue W, 4th Avenue W between 10th Street and 13th Street

If the event is to be held on the Riverwalk, please check the area(s) to be used.

Mosaic Amphitheater	Pavilion Area	Great Lawn
Regatta Plaza	Parking Lot Areas	Tower Plaza
Skate Park	Outdoor Living Room	Botanical Gardens
Volleyball Courts	Other (specify): _____	

	Date	Day	Start Time	End Time	Anticipated Attendance
Setup	12/31/2026	Thursday	1:00pm		
Event Day 1	12/31/2026	Thursday	8:30pm	12:30am	500
Event Day 2					
Event Day 3					
Break Down	1/1/2027	Friday	12:30am	2:30a	

Number of years event has been held: 4

Past Attendance: 500

(03/2022)

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

Will any tents be used for the event? Yes No

Tent Size	Number of Tents	Tent Location
10'x10'	10	Old Main Street, vendors

Note: Tents must be weighted and stakes are prohibited. Tents larger than 10'x10' require an additional permit.

Will a stage be used for the event? Yes No

Will the event require electricity? Yes No Type of electrical power: 110v

Will a generator be used? Yes No Size of generator: 20kw

Will gas equipment be used? Yes No Type of fuel source: deisel
(generator is back up energy for stage)

Vendor Information

Will the event offer food? Yes No

Where will the food be prepared? food trucks, trailers and food tents

Will cooking equipment be used? Yes No

Method/type of cooking equipment

Charcoal grills Food trucks Fryers Propane grills Warmers/Sternos

Will there be alcohol at the event? Yes No

Note: Alcohol will require an additional permit.

Event Entertainment

Will the event feature entertainment? Yes No

Will amplified sound equipment be used? Yes No

Will musical entertainment be used? Yes No

Please describe any type of entertainment and sound equipment.

live band with sound reinforcement to cover city block, top 40 cover band, music of different genres

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

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

Describe any additional event activities.

Event Housekeeping

CITY SERVICES REQUESTED

Electricity Needed? Yes No

Solid Waste Service? Yes No

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

TEMPORARY SANITARY/PORTABLE TOILETS

Will temporary sanitary facilities be provided? Yes No

Please indicate how many and location on required site plan.

Event Security

NOTICE OF PUBLIC SAFETY NOTICE FOR SECURITY AND TRAFFIC CONTROL:

Bradenton Police Department security is required when alcoholic beverages are present, when closure of a public street is necessary, when large crowds are in attendance, or in any other situation as deemed necessary by the Bradenton Police Department. The number of personnel required is determined by the Bradenton Police Department and wages are payable by applicant.

Contact Bradenton Police Department Extra-Duty Employment Coordinator, Brenda Lovett, at 941-932-9317 or Brenda.Lovett@BradentonPD.com to discuss security requirements.

Street Closure

Is street closure requested? Yes No Note: Please complete the Street Closure Form.

Application Review

During the application review by the Event Review Committee, additional conditions may be imposed. This permit is valid only for the time indicated on this application. In the event that the applicant fails to fulfill the requirement(s) (as set forth in the permit) or fails to obtain proper authorization to proceed, if conditions have changed, or the expected outcomes, impacts, or conditions are substantially altered, then the permit will be voided immediately by authorized city personnel.

A non-refundable application fee of $25 shall be paid at the time of application. Rental fees and damage deposits will be paid following approval of the event request.

Please return application, rental contract, and site plan to Events at City of Bradenton, 101 Old Main Street, Bradenton, FL 34205 or via email to Events@bradentonFL.gov.

Rental Contract

All event organizers must read and sign the Rental Contract before the event permit is issued.

Levels of sound, music, and noise produced at the authorized event shall adhere to the city noise ordinance. If, at any time, a City of Bradenton law enforcement officer determines that this standard has been violated, said officer shall have the authority to require the event organizer, or any agent thereof, to take all necessary and appropriate actions to prevent further violations of this standard. If the event organizer or any agent thereof fails to obey the orders of the law enforcement officer, event organizer will be required to present any future events to City Council for review prior to approval.

The event organizer has been informed that all events at Riverwalk Park, including non-musical events, must be completely closed by 10:00 p.m. If any event wishes to continue past 10:00 p.m. Special City Council approval is required.

I, Kristen Lee Coats, applicant/event organizer for Bradenton Alive New Year's Eve Cebration (event), scheduled for (date&hours), 12/31/2026, from 8:30pm to 12:30am, hereby agrees to all conditions and regulations set forth in the event guide, application, and contract as adopted by City Council.

Kristen Lee Coats	Nightlife Productions, LLC
Signature of Applicant/Event Organizer	Organization
Kristen Lee Coats	9/1/2026
Typed or Printed Name and Title	Date

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY

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

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

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

Kristen Lee Coats	Nightlife Productions, LLC
Signature of Applicant/Event Organizer	Organization
Kristen Lee Coats	9/1/2026
Typed or Printed Name and Title	Date

(03/2022)

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

Name of Requestor: Kristen Lee Coats

Name of Organization: Nightlife Productions, LLC

Street Address: 3850 67th Street Ct E

City: Bradenton State: FL Zip: 34208

Telephone: 727-492-2697 Email: [redacted]

Name of Event: Bradenton Alive New Year's Eve Celebration

Start Date: 12/31/2026 End Date: 1/1/2027 Start Time: 1:00pm End Time: 2:30am

(event 8:30pm - 12:30am)

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

12th Street W(Old Main Street) between SR64 and 3rd Avenue W,
4th Avenue W between 10th Street and 13th Street

Proposed detour route (include alternative road and map):

Additional notes and comments:

Bollards need to be put up at the intersections of:
12th Street West and SR64
12th Street West and 4th Avenue West
13th Street West and 4th Avenue West
10th Street West and 4th Avenue West

(03/2022)

Bradenton Alive Site Map – New Years Eve Celebration
12/31/2026



- Bollards
- Port-o-lets
- Food Trucks
- Merchandise vendors
- Stage
- Beer tent and beer truck
- Fireworks launch site
- Crane for ball drop

AGENDA ITEM NO. 6.f

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: September 23, 2026

SUBMITTED BY: Kelly Thomas, Event Review Committee

ITEM TYPE: Special Event

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Bradenton Alive Pre-Thanksgiving Celebration

SUGGESTED ACTION: Event Review Committee recommends approval with the following stipulations: 5 Bradenton Police Department Extra Duty Officers, 4 Public Works Staff, 3 Port-o-Lets (1 ADA, 2 Standard) and compliance of all City of Bradenton Special Event Standards.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
Nightlife Productions wishes to have permission to host Bradenton Alive: Pre-Thanksgiving Celebration on November 25, 2026, on Old Main Street. The event will feature live music, food trucks, alcohol sales and merchandise vendors. They have an expectation of 500 in attendance.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the Bradenton Alive Pre-Thanksgiving Celebration with the stipulations recommended by staff.

ATTACHMENTS:

Application and Site Plan

SPECIAL EVENT PERMIT APPLICATION

Application Information

Organization Name: Nightlife Productions, LLC

Date of Application: 8/13/2026

Contact Name: Kristen Lee Coats

Contact Phone 1: 727-492-2697

Contact Email: [redacted]

Contact Phone 2: 813-448-0229 David Lay

Address: 3850 67th Street Ct E

City: Bradenton State: FL Zip: 34208

Event Information

Name of Event: Bradenton Alive Pre-Thanksgiving Celebration

Event Date: 11/25/2026

Purpose of Event: holiday celebration block party

Description of Event: live music on stage, food trucks, merchandise vendors

Event Location: 12th Street W(Old Main Street) between SR64 and 3rd Avenue W

If the event is to be held on the Riverwalk, please check the area(s) to be used.

Mosaic Amphitheater	Pavilion Area	Great Lawn
Regatta Plaza	Parking Lot Areas	Tower Plaza
Skate Park	Outdoor Living Room	Botanical Gardens
Volleyball Courts	Other (specify):	

	Date	Day	Start Time	End Time	Anticipated Attendance
Setup	11/25/2026	Wednesday	1:00pm		
Event Day 1	11/25/2026	Wednesday	7:00pm	11:00pm	500
Event Day 2					
Event Day 3					
Break Down	11/26/2026	Thursday	11:00pm	1:00am	

Number of years event has been held: 2

Past Attendance: 500

(03/2022)

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

Will any tents be used for the event? Yes No

Tent Size	Number of Tents	Tent Location
10'x10'	10	Old Main Street, vendors

Note: Tents must be weighted and stakes are prohibited. Tents larger than 10'x10' require an additional permit.

Will a stage be used for the event? Yes No

Will the event require electricity? Yes No Type of electrical power: 110/220v

Will a generator be used? Yes No Size of generator: 20kw

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

If needed, back up for any failed electric

Vendor Information

Will the event offer food? Yes No

Where will the food be prepared? inside food truck or under food tent

Will cooking equipment be used? Yes No

Method/type of cooking equipment

Charcoal grills Food trucks Fryers Propane grills Warmers/Sternos

Will there be alcohol at the event? Yes No

Note: Alcohol will require an additional permit.

Event Entertainment

Will the event feature entertainment? Yes No

Will amplified sound equipment be used? Yes No

Will musical entertainment be used? Yes No

Please describe any type of entertainment and sound equipment.

live band with sound reinforcement to cover city block

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

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

Describe any additional event activities.

merchandise and food vendors, food trucks

(03/2022)

Event Housekeeping

CITY SERVICES REQUESTED

Electricity Needed? Yes No

Solid Waste Service? Yes No

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

TEMPORARY SANITARY/PORTABLE TOILETS

Will temporary sanitary facilities be provided? Yes No

Please indicate how many and location on required site plan.

Event Security

NOTICE OF PUBLIC SAFETY NOTICE FOR SECURITY AND TRAFFIC CONTROL:

Bradenton Police Department security is required when alcoholic beverages are present, when closure of a public street is necessary, when large crowds are in attendance, or in any other situation as deemed necessary by the Bradenton Police Department. The number of personnel required is determined by the Bradenton Police Department and wages are payable by applicant.

Contact Bradenton Police Department Extra-Duty Employment Coordinator, Brenda Lovett, at 941-932-9317 or Brenda.Lovett@BradentonPD.com to discuss security requirements.

Street Closure

Is street closure requested? Yes No Note: Please complete the Street Closure Form.

Application Review

During the application review by the Event Review Committee, additional conditions may be imposed. This permit is valid only for the time indicated on this application. In the event that the applicant fails to fulfill the requirement(s) (as set forth in the permit) or fails to obtain proper authorization to proceed, if conditions have changed, or the expected outcomes, impacts, or conditions are substantially altered, then the permit will be voided immediately by authorized city personnel.

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Rental Contract

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Levels of sound, music, and noise produced at the authorized event shall adhere to the city noise ordinance. If, at any time, a City of Bradenton law enforcement officer determines that this standard has been violated, said officer shall have the authority to require the event organizer, or any agent thereof, to take all necessary and appropriate actions to prevent further violations of this standard. If the event organizer or any agent thereof fails to obey the orders of the law enforcement officer, event organizer will be required to present any future events to City Council for review prior to approval.

The event organizer has been informed that all events at Riverwalk Park, including non-musical events, must be completely closed by 10:00 p.m. If any event wishes to continue past 10:00 p.m. Special City Council approval is required.

I, Kristen Lee Coats, applicant/event organizer for Bradenton Alive Pre-Thanksgiving Celebration (event), scheduled for (date&hours), 11/25/2026, from 7:00pm to 11:00pm, hereby agrees to all conditions and regulations set forth in the event guide, application, and contract as adopted by City Council.

Kristen Lee Coats	Nightlife Productions, LLC
Signature of Applicant/Event Organizer	Organization
Kristen Lee Coats	8/13/2026
Typed or Printed Name and Title	Date

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY

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

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

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

Kristen Lee Coats	Nightlife Productions, LLC
Signature of Applicant/Event Organizer	Organization
Kristen Lee Coats	8/13/2026
Typed or Printed Name and Title	Date

(03/2022)

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

Name of Requestor: Kristen Lee Coats

Name of Organization: Nightlife Productions, LLC

Street Address: 3850 67th Street Ct E

City: Bradenton State: FL Zip: 34208

Telephone: 727-492-2697 Email: [redacted]

Name of Event: Bradenton Alive Pre-Thanksgiving Celebration

Start Date: 11/25/2026 End Date: 11/26/2026 Start Time: 1:00pm End Time: 1:00am

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

12th Street W(Old Main Street) between SR64 and 3rd Avenue W,
4th Avenue W between 10th Street and 13th Street

Proposed detour route (include alternative road and map):

Additional notes and comments:

Bollards will need to be put up on the streets for the public's protection.

(03/2022)

Bradenton Alive Site Map – Pre-Thanksgiving Celebration

11/25/2026



- Bollards
- Port-o-lets
- Food Trucks
- Merchandise vendors
- Stage
- Beer tent and beer truck

AGENDA ITEM NO. 6.g

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: September 23, 2026

SUBMITTED BY: Jeremy Giddens, Police

ITEM TYPE: Miscellaneous

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Forfeiture Funds Expenditure Request - Police Headquarters Furniture

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The Police Department previously identified federal enforcement funds to purchase furniture for the new Police Headquarters as part of a larger three tiered proposal. After further review of available funding, the department identified forfeiture funds as an appropriate source for this purchase of $64,250.16. The proposed funding adjustment does not change the cost, scope, purpose of the purchase, or previously approved grant funds for the remaining items, and preserves previously identified funding for other eligible purposes.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Police Legal Advisor reviewed.

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

ATTACHMENTS:
Forfeiture Funds Request Proposal

Bradenton Police Department
Inter-office Memorandum

DATE: September 9, 2026

TO: Josh Cramer
Chief of Police

FROM: Jeremy S. Giddens
Grant Business Operations Manager

SUBJECT: Police Headquarters Furniture – Funding Source Revision

The Bradenton Police Department previously identified approximately $64,250.16 in federal immigration funding to purchase furniture for the new Police Headquarters. The furniture will support areas within the new Police Headquarters, including the Records Section, Accreditation Unit, Office of the Chief of Police, and Crime Reduction Team.

After further review of available funding sources, the Department identified law enforcement forfeiture funds as an alternative source that more closely aligns with the stated purpose and intended use of these expenditures. It is recommended to use forfeiture funds for purchasing furniture instead of the previously identified federal immigration funding. The proposed purchase remains the same; however, the funding source has changed. This proposed adjustment preserves federal immigration funding for other eligible law enforcement purposes.

As such, this request authorizes the use of up to $64,250.16 in available forfeiture funds to purchase the identified furniture for the new Police Headquarters. All purchases comply with applicable City procurement requirements and will require City Council approval.

odp BUSINESS SOLUTIONS WORKSPACE INTERIORS

Quote #: 657682-3
Date: 8/17/2026

SONIA JOHNSON
813.263.5667 sonia.johnson@odpbusiness.com

CITY OF BRADENTON POLICE DEPT - IMMIGRATION

SOLD TO:
CITY OF BRADENTON POLICE
DEPARTMENT
705 3RD STREET WEST

BRADENTON FL 34205

SHIP TO:
CITY OF BRADENTON POLICE
DEPARTMENT
705 3RD STREET WEST

BRADENTON FL 34205

NOTES:

Pricing in this proposal is based on current market conditions and may change due to tariff adjustments or government fees. Any increases before order invoice could adjust the final pricing.
STATE OF FL 56120000-24-NY-ACS CONTRACT PRICING APPLIED.

LINE	QTY	PRODUCT	UNIT SELL	EXT SELL
1031 RECORDS				

LINE	QTY	PRODUCT			UNIT SELL	EXT SELL
1	2	**HF23C** Lock Core Replacement Kit Brushed Chrome Select Key Number	.X102E	102E	$16.06	$32.12
2	2	**HF23C** Lock Core Replacement Kit Brushed Chrome Select Key Number	.X103E	103E	$16.06	$32.12
3	2	**HF23C** Lock Core Replacement Kit Brushed Chrome Select Key Number	.X104E	104E	$16.06	$32.12
4	2	**HF23C** Lock Core Replacement Kit Brushed Chrome Select Key Number	.X101E	101E	$16.06	$32.12
8	4	**HRVCLG30** Abound 29"H x 30"D Abound Universal Support Leg Select Paint Color Select Grade 1 Paint	$(P1) .P8T	P1 Paint Opts Titanium	$69.96	$279.84
20	2	**HES1530F** Fabric Stacker 15H x 30W Fabric Selection Grade A Fabric Selection Vast	$(A) .VST 13	Grd A Fabric Vast Country Side	$77.88	$155.76
21	2	**HES1560F** Fabric Stacker 15H x 60W Fabric Selection Grade A Fabric Selection Vast	$(A) .VST 13	Grd A Fabric Vast Country Side	$108.02	$216.04
25	4	**HEBPLATE348** Accelerate Base cover 3 knockout 48"W Select Paint Color Select Grade 1 Paint	$(P1) .P8T	Select P1 Paint Titanium	$26.84	$107.36

LINE	QTY	PRODUCT			UNIT SELL	EXT SELL
29	2	**HETP5048FP**			$143.66	$287.32
		Tackable Panel w/o TC 50H x 48W				
		Fabric Selection	$(A)	Grd A Fabric		
		Grade A Fabric Selection	.VST	Vast		
		Vast	13	Country Side		
		Select Paint Color	$(P1)	P1 Paint Opts		
		Select Grade 1 Paint	.P8T	Titanium		
32	2	**HEVHF07P**			$18.48	$36.96
		In-Line Variable Height Finishing Kit 7.5H				
		Select Paint Color	$(P1)	P1 Paint Opts		
		Select Grade 1 Paint	.P8T	Titanium		
					Subtotal	**$1,211.76**
CH1						
5	4	**HIWMM**			$287.59	$1,150.36
		Ignition 2 Task Mid-back				
		Control Type	.Y1	Synchro-Tilt W Seat Slider		
		Select Arm Type	.A	Height and Width Adj. Arm		
		Select Caster/Glide Option	.H	Hard Caster		
		Select Mesh Color	.IM	4-Way Black		
		Select Upholstery	$(1)	Grade 1 Uph		
		Grade 1 Fab	.CU	Centurion		
		Centurion	10	Black		
		Select Lumbar	.BL	Black Adjustable Lumbar		
		Select Base	.SB	Standard Base		
		Select Frame Color	.T	Black		
					CH1 Subtotal	**$1,150.36**

LINE	QTY	PRODUCT			UNIT SELL	EXT SELL
WS2						
6	4	**H19730R** Flagship Pedestal "R" Pull Freestanding B/B/F			$258.28	$1,033.12
		Lock/Omt Opts	.X	OMT Core to Order Key Alike		
		Select Paint Color	$(P1)	P1 Paint Opts		
		Select Grade 1 Paint	.P8T	Titanium		
7	4	**H19823R** Flagship Series Pedestal "R" Pull Freestanding F/F			$240.02	$960.08
		Lock/Omt Opts	.X	OMT Core to Order Key Alike		
		Select Paint Color	$(P1)	P1 Paint Opts		
		Select Grade 1 Paint	.P8T	Titanium		
9	2	**HCTL241L** Left-hand Cantilever 24"D			$15.40	$30.80
		Select Paint Color	$(P1)	Select P1 Paint		
		Select Grade 1 Paint	.P8T	Titanium		
10	2	**HCTL241R** Right-hand Cantilever 24"D			$15.40	$30.80
		Select Paint Color	$(P1)	Select P1 Paint		
		Select Grade 1 Paint	.P8T	Titanium		
11	2	**HEC42PLN** 42.5H "L" Connector Post			$37.62	$75.24
		Select Paint Grade	$(P1)	P1 Paint Opts		
		Select Grade 1 Paint	.P8T	Titanium		
12	2	**HEC42PTN** 42.5H "T" Connector Post			$35.42	$70.84
		Select Paint Grade	$(P1)	P1 Paint Opts		
		Select Grade 1 Paint	.P8T	Titanium		
13	2	**HEC80PLN** 80H "L" Connector Post			$52.80	$105.60
		Select Paint Grade	$(P1)	P1 Paint Opts		
		Select Grade 1 Paint	.P8T	Titanium		
14	2	**HECS1** Single Connector Strap			$5.50	$11.00

LINE	QTY	PRODUCT			UNIT SELL	EXT SELL
15	2	**HECSL** "L" Connector Strap			$5.50	$11.00
16	2	**HECST** "T" Connector Strap			$8.14	$16.28
17	2	**HECVH30P** Variable Height Connector Kit 30H Select Paint Color Select Grade 1 Paint	$(P1) .P8T	P1 Paint Opts Titanium	$26.84	$53.68
18	4	**HEFEC42P** Panel Finished End Covers 42.5H Select Paint Color Select Grade 1 Paint	$(P1) .P8T	P1 Paint Opts Titanium	$18.70	$74.80
19	2	**HEFEC80P** Panel Finished End Covers 80H Select Paint Color Select Grade 1 Paint	$(P1) .P8T	P1 Paint Opts Titanium	$24.64	$49.28
22	6	**HETC30** Panel Top Cap 30"W Select Paint Color Select Grade 1 Paint	$(P1) .P8T	P1 Paint Opts Titanium	$15.84	$95.04
23	8	**HETC48** Panel Top Cap 48"W Select Paint Color Select Grade 1 Paint	$(P1) .P8T	P1 Paint Opts Titanium	$22.66	$181.28
24	4	**HETC60** Panel Top Cap 60"W Select Paint Color Select Grade 1 Paint	$(P1) .P8T	P1 Paint Opts Titanium	$28.38	$113.52

LINE	QTY	PRODUCT			UNIT SELL	EXT SELL
26	4	**HETP4230FP** Tackable Panel w/o TC 42.5H x 30W			$106.04	$424.16
		Fabric Selection	$(A)	Grd A Fabric		
		Grade A Fabric Selection	.VST	Vast		
		Vast	13	Country Side		
		Select Paint Color	$(P1)	P1 Paint Opts		
		Select Grade 1 Paint	.P8T	Titanium		
27	6	**HETP4248FP** Tackable Panel w/o TC42.5H x 48W			$126.28	$757.68
		Fabric Selection	$(A)	Grd A Fabric		
		Grade A Fabric Selection	.VST	Vast		
		Vast	13	Country Side		
		Select Paint Color	$(P1)	P1 Paint Opts		
		Select Grade 1 Paint	.P8T	Titanium		
28	2	**HETP4260FP** Tackable Panel w/o TC 42.5H x 60W			$139.92	$279.84
		Fabric Selection	$(A)	Grd A Fabric		
		Grade A Fabric Selection	.VST	Vast		
		Vast	13	Country Side		
		Select Paint Color	$(P1)	P1 Paint Opts		
		Select Grade 1 Paint	.P8T	Titanium		
30	2	**HETP6530FP** Tackable Panel w/o TC 65H x 30W			$127.60	$255.20
		Fabric Selection	$(A)	Grd A Fabric		
		Grade A Fabric Selection	.VST	Vast		
		Vast	13	Country Side		
		Select Paint Color	$(P1)	P1 Paint Opts		
		Select Grade 1 Paint	.P8T	Titanium		
31	2	**HETP6560FP** Tackable Panel w/o TC 65H x 60W			$165.22	$330.44
		Fabric Selection	$(A)	Grd A Fabric		
		Grade A Fabric Selection	.VST	Vast		
		Vast	13	Country Side		
		Select Paint Color	$(P1)	P1 Paint Opts		
		Select Grade 1 Paint	.P8T	Titanium		
33	8	**HH871248** Electrical Power Harness 48W 3-1 & 2-2 Systems			$71.94	$575.52

LINE	QTY	PRODUCT			UNIT SELL	EXT SELL
34	4	**HH871501**				
		Duplex Receptacle Circuit 1 3-1 & 2-2 Systems			$14.74	$58.96
		Select Duplex Color	.TI	Titanium		
35	4	**HH871504**				
		Duplex Receptacle Circuit 4 3-1 & 2-2 Systems			$14.74	$58.96
		Select Duplex Color	.TI	Titanium		
36	2	**HH879072**				
		Base In-Feed Cable Base 3-1 & 2-2 Systems			$76.34	$152.68
37	4	**HHTADF3**				
		Three-port Flex Mode faceplate			$9.24	$36.96
		Select Color Option	.P	Black		
38	2	**HPD2PNBRK2L**				
		Bracket Left			$37.40	$74.80
		Select Paint Grade	$(P1)	P1 Paint Opts		
		Select Grade 1 Paint	.P8T	Titanium		
39	2	**HPD2PNBRK2R**				
		Bracket Right			$37.40	$74.80
		Select Paint Grade	$(P1)	P1 Paint Opts		
		Select Grade 1 Paint	.P8T	Titanium		
40	8	**HSCKTPS**				
		Straight Connector Kit			$7.48	$59.84
		Select Paint Color	.X	No Option		
41	4	**HWR2460P**				
		Systems Rectangular Worksurface Edgeband 24D x 60W			$154.00	$616.00
		Select Laminate	$(L1STD)	Grd L1 Standard Laminates		
		Select Grade 1 Laminate Finish	.LSA1	Sterling Ash		
		Select Edgeband Color	.SA	Sterling Ash		
		Select Grommet Color	.TI	Titanium		

LINE	QTY	PRODUCT			UNIT SELL	EXT SELL
42	8	**HWR3048P**				
		Systems Rectangular Worksurface Edgeband 30D x 48W			$140.80	$1,126.40
		Select Laminate	$(L1STD)	Grd L1 Standard Laminates		
		Select Grade 1 Laminate Finish	.LSA1	Sterling Ash		
		Select Edgeband Color	.SA	Sterling Ash		
		Select Grommet Color	.TI	Titanium		
43	8	**HWSB2**				
		Worksurface Bracket Kit			$15.84	$126.72
		Select Paint Color	$(P1)	P1 Paint Opts		
		Select Grade 1 Paint	.P8T	Titanium		
				WS2 Subtotal		**$7,921.32**
1035 RCORDS STORAGE				**1031 RECORDS Subtotal**		**$10,283.44**
S1						
44	10	**H9174R**				
		Flagship 30W 4-Drw "R" Pull Lat 30W 52-1/2H 18D w/o Post			$657.99	$6,579.90
		Lock/Omt Opts	.L	Standard Random Key Lock		
		Select Paint Color	$(P1)	P1 Paint Opts		
		Select Grade 1 Paint	.P8T	Titanium		
				S1 Subtotal		**$6,579.90**
				1035 RCORDS STORAGE Subtotal		**$6,579.90**

LINE	QTY	PRODUCT			UNIT SELL	EXT SELL
1036 RECORDS CLERK						
CH1						
45	1	**HIWMM**			$287.59	$287.59
		Ignition 2 Task Mid-back				
		Control Type	.Y1	Synchro-Tilt W Seat Slider		
		Select Arm Type	.A	Height and Width Adj. Arm		
		Select Caster/Glide Option	.H	Hard Caster		
		Select Mesh Color	.IM	4-Way Black		
		Select Upholstery	$(1)	Grade 1 Uph		
		Grade 1 Fab	.CU	Centurion		
		Centurion	10	Black		
		Select Lumbar	.BL	Black Adjustable Lumbar		
		Select Base	.SB	Standard Base		
		Select Frame Color	.T	Black		
					CH1 Subtotal	**$287.59**
CH3						
46	1	**HSGS6**			$375.48	$375.48
		Accomodate Set of Two Guest Chairs				
		Select Arm Type	.F	Fixed		
		Select Caster Option	.E	Standard Nylon Glide		
		Select Upholstery	$(1)	Grade 1 Uph		
		Grade 1 Fab	.UR	Contourett		
		Contourett	95	Navy		
		Accommodate Frame Opt	.P8V	Textured Titanium		
					CH3 Subtotal	**$375.48**

LINE	QTY	PRODUCT			UNIT SELL	EXT SELL
D1						
47	1	**H10504**			$305.60	$305.60
		10500 Series Floorstnding Full Ht Ped F/F 15 5/8W x 22 3/4D				
		Select Laminate	$(L1STD)	Grd L1 Standard Laminates		
		Select Grade 1 Laminate Finish	.LSA1	Sterling Ash		
48	1	**H105681X**			$220.16	$220.16
		10500 Series Return Shell 29-1/2H x 41W x 24D				
		Select Top Laminate Color	$(L1STD)	Grd L1 Standard Laminates		
		Select Top Laminate Color	.LSA1	Sterling Ash		
		Select Chassis Laminate Color	LSA1	Sterling Ash		
49	1	**H105898L**			$546.88	$546.88
		10500 Series 66Wx30Dx29 1/2H SglPedDskLH B/B/F RectTop				
		Select Top Laminate Color	$(L1STD)	Grd L1 Standard Laminates		
		Select Top Laminate Color	.LSA1	Sterling Ash		
		Select Chassis Laminate Color	LSA1	Sterling Ash		
50	3	**HF23B**			$16.64	$49.92
		Black Removable Lock Core Kit				
		Select Key Number	.X116E	116E		
					D1 Subtotal	**$1,122.56**
SX1						
51	1	**H105690**			$456.00	$456.00
		10500 Series 36Wx24Dx29-1/2H Lateral File Two-Drawer				
		Select Top Laminate Color	$(L1STD)	Grd L1 Standard Laminates		
		Select Top Laminate Color	.LSA1	Sterling Ash		
		Select Chassis Laminate Color	LSA1	Sterling Ash		
					SX1 Subtotal	**$456.00**
					1036 RECORDS CLERK Subtotal	**$2,241.63**

LINE	QTY	PRODUCT			UNIT SELL	EXT SELL
1043 ACCRED MGR						
CH1						
52	1	**HIWMM**			$287.59	$287.59
		Ignition 2 Task Mid-back				
		Control Type	.Y1	Synchro-Tilt W Seat Slider		
		Select Arm Type	.A	Height and Width Adj. Arm		
		Select Caster/Glide Option	.H	Hard Caster		
		Select Mesh Color	.IM	4-Way Black		
		Select Upholstery	$(1)	Grade 1 Uph		
		Grade 1 Fab	.CU	Centurion		
		Centurion	10	Black		
		Select Lumbar	.BL	Black Adjustable Lumbar		
		Select Base	.SB	Standard Base		
		Select Frame Color	.T	Black		
					CH1 Subtotal	**$287.59**
CH3						
53	1	**HSGS6**			$375.48	$375.48
		Accomodate Set of Two Guest Chairs				
		Select Arm Type	.F	Fixed		
		Select Caster Option	.E	Standard Nylon Glide		
		Select Upholstery	$(1)	Grade 1 Uph		
		Grade 1 Fab	.UR	Contourett		
		Contourett	95	Navy		
		Accommodate Frame Opt	.P8V	Textured Titanium		
					CH3 Subtotal	**$375.48**

LINE	QTY	PRODUCT			UNIT SELL	EXT SELL
D6						
54	1	**H10560** 10500 Series Bridge 42W x 24D x 29-1/2H			$156.80	$156.80
		Select Top Laminate Color	$(L1STD)	Grd L1 Standard Laminates		
		Select Top Laminate Color	.LSA1	Sterling Ash		
		Select Chassis Laminate Color	LSA1	Sterling Ash		
55	1	**H105896L** 10500 Series 72Wx36Dx29-1/2H SglPedDskLH B/B/F RectTop			$605.76	$605.76
		Select Top Laminate Color	$(L1STD)	Grd L1 Standard Laminates		
		Select Top Laminate Color	.LSA1	Sterling Ash		
		Select Chassis Laminate Color	LSA1	Sterling Ash		
56	1	**H105903R** 10500 Series 72Wx24Dx29-1/2H Single Ped Cred RH F/F Ped			$538.24	$538.24
		Select Top Laminate Color	$(L1STD)	Grd L1 Standard Laminates		
		Select Top Laminate Color	.LSA1	Sterling Ash		
		Select Chassis Laminate Color	LSA1	Sterling Ash		
57	4	**HF23B** Black Removable Lock Core Kit			$16.64	$66.56
		Select Key Number	.X119E	119E		
					D6 Subtotal	**$1,367.36**
SX2						
58	1	**H105301R** 10500 Series Personal Wardrobe/Strg Cab 24W 24D 66-5/8"H			$950.72	$950.72
		Select Top Laminate Color	$(L1STD)	Grd L1 Standard Laminates		
		Select Top Laminate Color	.LSA1	Sterling Ash		
		Select Chassis Laminate Color	LSA1	Sterling Ash		
					SX2 Subtotal	**$950.72**
					1043 ACCRED MGR Subtotal	**$2,981.15**

LINE	QTY	PRODUCT			UNIT SELL	EXT SELL
2001 CHIEF OF POLICE						
CH2						
59	1	**HIWMM**			$287.59	$287.59
		Ignition 2 Task Mid-back				
		Control Type	.Y1	Synchro-Tilt W Seat Slider		
		Select Arm Type	.A	Height and Width Adj. Arm		
		Select Caster/Glide Option	.H	Hard Caster		
		Select Mesh Color	.IM	4-Way Black		
		Select Upholstery	$(1)	Grade 1 Uph		
		Grade 1 Fab	.CU	Centurion		
		Centurion	10	Black		
		Select Lumbar	.BL	Black Adjustable Lumbar		
		Select Base	.SB	Standard Base		
		Select Frame Color	.T	Black		
					CH2 Subtotal	**$287.59**
CH4						
60	1	**HSGS6**			$375.48	$375.48
		Accomodate Set of Two Guest Chairs				
		Select Arm Type	.F	Fixed		
		Select Caster Option	.E	Standard Nylon Glide		
		Select Upholstery	$(1)	Grade 1 Uph		
		Grade 1 Fab	.UR	Contourett		
		Contourett	95	Navy		
		Accommodate Frame Opt	.P8V	Textured Titanium		
					CH4 Subtotal	**$375.48**
CH5						
61	4	**HCT1MM**			$188.37	$753.48
		HON Mesh Mid-Back Task Chair				
		Select Control Type	.Z1	Swivel Tilt Control		
		Select Arm Type	.A	Height and WidthAdjustable Arm		
		Select Caster Option	.H	Hard Casters		
		Select Back Mesh	.M	Black Mesh Back		
		Select Seat Upholstery	$(1)	Grade 1 Uph		
		Grade 1 Fab	.UR	Contourett		
		Contourett	95	Navy		
		Select Lumbar	.AL	Adjustable Lumbar		
		Select Base Type	.SB	Standard Base		
		Select Frame	.T	Black Frame Color		
					CH5 Subtotal	**$753.48**

LINE	QTY	PRODUCT			UNIT SELL	EXT SELL
D6						
62	1	**H10560** 10500 Series Bridge 42W x 24D x 29-1/2H			$156.80	$156.80
		Select Top Laminate Color	$(L1STD)	Grd L1 Standard Laminates		
		Select Top Laminate Color	.LSA1	Sterling Ash		
		Select Chassis Laminate Color	LSA1	Sterling Ash		
63	1	**H105895R** 10500 Series 72Wx36Dx29-1/2H Sgl edDskRH B/B/F RectTop			$605.76	$605.76
		Select Top Laminate Color	$(L1STD)	Grd L1 Standard Laminates		
		Select Top Laminate Color	.LSA1	Sterling Ash		
		Select Chassis Laminate Color	LSA1	Sterling Ash		
64	1	**H105904L** 10500 Series 72Wx24Dx29-1/2H Single Ped Cred LH F/F Ped			$538.24	$538.24
		Select Top Laminate Color	$(L1STD)	Grd L1 Standard Laminates		
		Select Top Laminate Color	.LSA1	Sterling Ash		
		Select Chassis Laminate Color	LSA1	Sterling Ash		
65	3	**HF23B** Black Removable Lock Core Kit			$16.64	$49.92
		Select Key Number	.X147E	147E		
					D6 Subtotal	**$1,350.72**
S11						
66	1	**H105690** 10500 Series 36Wx24Dx29-1/2H Lateral File Two-Drawer			$456.00	$456.00
		Select Top Laminate Color	$(L1STD)	Grd L1 Standard Laminates		
		Select Top Laminate Color	.LSA1	Sterling Ash		
		Select Chassis Laminate Color	LSA1	Sterling Ash		
					S11 Subtotal	**$456.00**

LINE	QTY	PRODUCT			UNIT SELL	EXT SELL
T12						
67	1	**HTLC4284**			$388.80	$388.80
		84"Wx42"D Rect Shaped Lam Top				
		Edge Option	.G	2MM/Flat		
		Select Edge Finish	SA	Sterling Ash		
		Select Grommet	.N	No Grommets		
		Select Laminate	$(L1STD)	Grd L1 Standard Laminates		
		Select Grade 1 Laminate Finish	.LSA1	Sterling Ash		
68	1	**HTTLEG84**			$362.88	$362.88
		Aluminum T leg for 84" Table Tops				
		Select Base Color	$(P1)	P1 Paint Opts		
		Select Grade 1 Paint	.P8T	Titanium		
				T12 Subtotal		**$751.68**
				2001 CHIEF OF POLICE Subtotal		**$3,974.95**

LINE	QTY	PRODUCT			UNIT SELL	EXT SELL
2002 SR ADMIN ASST						
CH2						
69	1	**HIWMM**			$287.59	$287.59
		Ignition 2 Task Mid-back				
		Control Type	.Y1	Synchro-Tilt W Seat Slider		
		Select Arm Type	.A	Height and Width Adj. Arm		
		Select Caster/Glide Option	.H	Hard Caster		
		Select Mesh Color	.IM	4-Way Black		
		Select Upholstery	$(1)	Grade 1 Uph		
		Grade 1 Fab	.CU	Centurion		
		Centurion	10	Black		
		Select Lumbar	.BL	Black Adjustable Lumbar		
		Select Base	.SB	Standard Base		
		Select Frame Color	.T	Black		
70	1	**HSGS6**			$375.48	$375.48
		Accomodate Set of Two Guest Chairs				
		Select Arm Type	.F	Fixed		
		Select Caster Option	.E	Standard Nylon Glide		
		Select Upholstery	$(1)	Grade 1 Uph		
		Grade 1 Fab	.UR	Contourett		
		Contourett	95	Navy		
		Accommodate Frame Opt	.P8V	Textured Titanium		
					CH2 Subtotal	**$663.07**
D1						
71	1	**H10504**			$305.60	$305.60
		10500 Series Floorstnding Full Ht Ped F/F 15-5/8W x 22-3/4D				
		Select Laminate	$(L1STD)	Grd L1 Standard Laminates		
		Select Grade 1 Laminate Finish	.LSA1	Sterling Ash		
72	1	**H10533**			$437.76	$437.76
		10500 Series Stack-on Storage 66W x 14-5/8D x				
		Select Top Laminate Color	$(L1STD)	Grd L1 Standard Laminates		
		Select Top Laminate Color	.LSA1	Sterling Ash		
		Select Chassis Laminate Color	LSA1	Sterling Ash		
73	1	**H105681X**			$220.16	$220.16
		10500 Series Return Shell 29-1/2H x 41W x 24D				
		Select Top Laminate Color	$(L1STD)	Grd L1 Standard Laminates		
		Select Top Laminate Color	.LSA1	Sterling Ash		
		Select Chassis Laminate Color	LSA1	Sterling Ash		

LINE	QTY	PRODUCT			UNIT SELL	EXT SELL
74	1	**H105898L**			$546.88	$546.88
		10500 Series 66Wx30Dx29-1/2H SglPedDskLH B/B/F RectTop				
		Select Top Laminate Color	$(L1STD)	Grd L1 Standard Laminates		
		Select Top Laminate Color	.LSA1	Sterling Ash		
		Select Chassis Laminate Color	LSA1	Sterling Ash		
75	1	**H90055**			$139.20	$139.20
		10500 Series Tckbd for 66"W Stack on Strg Bck Enclosure				
		Fabric Selection	$(A)	Grd A Fab		
		Grade A Fabric Selection	.VST	Vast		
		Vast	13	Country Side		
76	1	**H105855**			$99.84	$99.84
		10500 Series Back enclosure for 66"W Stack on Storage				
		Select Laminate	$(L1STD)	Grd L1 Standard Laminates		
		Select Grade 1 Laminate Finish	.LSA1	Sterling Ash		
77	3	**HF23B**			$16.64	$49.92
		Black Removable Lock Core Kit				
		Select Key Number	.X146E	146E		
78	1	**HLED31AS**			$181.06	$181.06
		31" LED LIGHT W/ POWER SUPPLY (SINGLE)				
					D1 Subtotal	**$1,980.42**
SX1						
79	1	**H105690**			$456.00	$456.00
		10500 Series 36Wx24Dx29-1/2H Lateral File Two-Drawer				
		Select Top Laminate Color	$(L1STD)	Grd L1 Standard Laminates		
		Select Top Laminate Color	.LSA1	Sterling Ash		
		Select Chassis Laminate Color	LSA1	Sterling Ash		
					SX1 Subtotal	**$456.00**
					2002 SR ADMIN ASST Subtotal	**$3,099.49**

LINE	QTY	PRODUCT			UNIT SELL	EXT SELL
2008 ASST DIR ADMIN SERVICES						
CH2						
80	1	**HIWMM**			$287.59	$287.59
		Ignition 2 Task Mid-back				
		Control Type	.Y1	Synchro-Tilt W Seat Slider		
		Select Arm Type	.A	Height and Width Adj. Arm		
		Select Caster/Glide Option	.H	Hard Caster		
		Select Mesh Color	.IM	4-Way Black		
		Select Upholstery	$(1)	Grade 1 Uph		
		Grade 1 Fab	.CU	Centurion		
		Centurion	10	Black		
		Select Lumbar	.BL	Black Adjustable Lumbar		
		Select Base	.SB	Standard Base		
		Select Frame Color	.T	Black		
					CH2 Subtotal	**$287.59**
CH4						
81	1	**HSGS6**			$375.48	$375.48
		Accomodate Set of Two Guest Chairs				
		Select Arm Type	.F	Fixed		
		Select Caster Option	.E	Standard Nylon Glide		
		Select Upholstery	$(1)	Grade 1 Uph		
		Grade 1 Fab	.UR	Contourett		
		Contourett	95	Navy		
		Accommodate Frame Opt	.P8V	Textured Titanium		
					CH4 Subtotal	**$375.48**

LINE	QTY	PRODUCT			UNIT SELL	EXT SELL
D6						
82	1	**H10534**			$449.92	$449.92
		10500 SeriesStack-on Storage 72"W x 14-5/8D x 37-1/8H				
		Select Top Laminate Color	$(L1STD)	Grd L1 Standard Laminates		
		Select Top Laminate Color	.LSA1	Sterling Ash		
		Select Chassis Laminate Color	LSA1	Sterling Ash		
83	1	**H10560**			$156.80	$156.80
		10500 Series Bridge 42W x 24D x 29-1/2H				
		Select Top Laminate Color	$(L1STD)	Grd L1 Standard Laminates		
		Select Top Laminate Color	.LSA1	Sterling Ash		
		Select Chassis Laminate Color	LSA1	Sterling Ash		
84	1	**H105895R**			$605.76	$605.76
		10500 Series 72Wx36Dx29-1/2H Sgl edDskRH B/B/F RectTop				
		Select Top Laminate Color	$(L1STD)	Grd L1 Standard Laminates		
		Select Top Laminate Color	.LSA1	Sterling Ash		
		Select Chassis Laminate Color	LSA1	Sterling Ash		
85	1	**H105904L**			$538.24	$538.24
		10500 Series 72Wx24Dx29-1/2H Single Ped Cred LH F/F Ped				
		Select Top Laminate Color	$(L1STD)	Grd L1 Standard Laminates		
		Select Top Laminate Color	.LSA1	Sterling Ash		
		Select Chassis Laminate Color	LSA1	Sterling Ash		
86	1	**H90056**			$146.88	$146.88
		10500 Series Tckbd for 72"W Stack on Strg Bck Enclosure				
		Fabric Selection	$(A)	Grd A Fab		
		Grade A Fabric Selection	.VST	Vast		
		Vast	13	Country Side		
87	1	**H105856**			$106.88	$106.88
		10500 Series Back enclosure for 72"W Stack on Storage				
		Select Laminate	$(L1STD)	Grd L1 Standard Laminates		
		Select Grade 1 Laminate Finish	LSA1	Sterling Ash		
88	4	**HF23B**			$16.64	$66.56
		Black Removable Lock Core Kit				
		Select Key Number	.X149E	149E		

LINE	QTY	PRODUCT			UNIT SELL	EXT SELL
89	1	**HLED31AS** 31" LED LIGHT W/ POWER SUPPLY (SINGLE)			$181.06	$181.06
					D6 Subtotal	**$2,252.10**
S12						
90	1	**H10530** 10500 Series Personal Wardrobe/Strg Cab 36W 24D 66-5/8H			$1,012.48	$1,012.48
		Select Top Laminate Color	$(L1STD)	Grd L1 Standard Laminates		
		Select Top Laminate Color	.LSA1	Sterling Ash		
		Select Chassis Laminate Color	LSA1	Sterling Ash		
91	1	**H105690** 10500 Series 36Wx24Dx29-1/2H Lateral File Two Drawer			$456.00	$456.00
		Select Top Laminate Color	$(L1STD)	Grd L1 Standard Laminates		
		Select Chassis Laminate Color	.LSA1	Sterling Ash		
			LSA1	Sterling Ash		
					S12 Subtotal	**$1,468.48**
					2008 ASST DIR ADMIN SERVICES Subtotal	**$4,383.65**

LINE	QTY	PRODUCT			UNIT SELL	EXT SELL
2009 ASST CHIEF OPS						
CH2						
92	1	**HIWMM**			$287.59	$287.59
		Ignition 2 Task Mid-back				
		Control Type	.Y1	Synchro-Tilt W Seat Slider		
		Select Arm Type	.A	Height and Width Adj. Arm		
		Select Caster/Glide Option	.H	Hard Caster		
		Select Mesh Color	.IM	4-Way Black		
		Select Upholstery	$(1)	Grade 1 Uph		
		Grade 1 Fab	.CU	Centurion		
		Centurion	10	Black		
		Select Lumbar	.BL	Black Adjustable Lumbar		
		Select Base	.SB	Standard Base		
		Select Frame Color	.T	Black		
					CH2 Subtotal	**$287.59**
CH4						
93	1	**HSGS6**			$375.48	$375.48
		Accomodate Set of Two Guest Chairs				
		Select Arm Type	.F	Fixed		
		Select Caster Option	.E	Standard Nylon Glide		
		Select Upholstery	$(1)	Grade 1 Uph		
		Grade 1 Fab	.UR	Contourett		
		Contourett	95	Navy		
		Accommodate Frame Opt	.P8V	Textured Titanium		
					CH4 Subtotal	**$375.48**

LINE	QTY	PRODUCT			UNIT SELL	EXT SELL
D3						
94	1	**H10560**			$156.80	$156.80
		10500 Series Bridge 42W x 24D x 29-1/2H				
		Select Top Laminate Color	$(L1STD)	Grd L1 Standard Laminates		
		Select Top Laminate Color	.LSA1	Sterling Ash		
		Select Chassis Laminate Color	LSA1	Sterling Ash		
95	1	**H105896L**			$605.76	$605.76
		10500 Series 72Wx36Dx29-1/2H SglPedDskLH B/B/F RectTop				
		Select Top Laminate Color	$(L1STD)	Grd L1 Standard Laminates		
		Select Top Laminate Color	.LSA1	Sterling Ash		
		Select Chassis Laminate Color	LSA1	Sterling Ash		
96	1	**H105903R**			$538.24	$538.24
		10500 Series 72Wx24Dx29-1/2H Single Ped Cred RH F/F Ped				
		Select Top Laminate Color	$(L1STD)	Grd L1 Standard Laminates		
		Select Top Laminate Color	.LSA1	Sterling Ash		
		Select Chassis Laminate Color	LSA1	Sterling Ash		
97	4	**HF23B**			$16.64	$66.56
		Black Removable Lock Core Kit				
		Select Key Number	.X148E	148E		
					D3 Subtotal	**$1,367.36**

LINE	QTY	PRODUCT			UNIT SELL	EXT SELL
D6						
98	1	**H10534**			$449.92	$449.92
		10500 SeriesStack-on Storage 72"W x 14-5/8D x 37-1/8H				
		Select Top Laminate Color	$(L1STD)	Grd L1 Standard Laminates		
		Select Top Laminate Color	.LSA1	Sterling Ash		
		Select Chassis Laminate Color	LSA1	Sterling Ash		
99	1	**H90056**			$146.88	$146.88
		10500 Series Tckbd for 72"W Stack on Strg Bck Enclosure				
		Fabric Selection	$(A)	Grd A Fab		
		Grade A Fabric Selection	VST	Vast		
		Vast	13	Country Side		
100	1	**H105856**			$106.88	$106.88
		10500 Series Back enclosure for 72"W Stack on Storage				
		Select Laminate	$(L1STD)	Grd L1 Standard Laminates		
		Select Grade 1 Laminate Finish	.LSA1	Sterling Ash		
101	1	**HLED31AS**			$181.06	$181.06
		31" LED LIGHT W/ POWER SUPPLY (SINGLE)				
					D6 Subtotal	**$884.74**
S12						
103	1	**H10530**			$1,012.48	$1,012.48
		10500 Series Personal Wardrobe/Strg Cab 36W 24D 66-5/8H				
		Select Top Laminate Color	$(L1STD)	Grd L1 Standard Laminates		
		Select Top Laminate Color	.LSA1	Sterling Ash		
		Select Chassis Laminate Color	LSA1	Sterling Ash		
104	1	**H105690**			$456.00	$456.00
		10500 Series 36Wx24Dx29-1/2H Lateral File Two-Drawer				
		Select Top Laminate Color	$(L1STD)	Grd L1 Standard Laminates		
		Select Top Laminate Color	.LSA1	Sterling Ash		
		Select Chassis Laminate Color	LSA1	Sterling Ash		
					S12 Subtotal	**$1,468.48**

LINE	QTY	PRODUCT			UNIT SELL	EXT SELL
S2						
102	1	H105535			$367.36	$367.36
		10500 Series Bookcase 5-shelf 36Wx13-1/8Dx71H				
		Select Top Laminate Color	$(L1STD)	Grd L1 Standard Laminates		
		Select Top Laminate Color	.LSA1	Sterling Ash		
		Select Chassis Laminate Color	LSA1	Sterling Ash		
				S2 Subtotal		$367.36
				2009 ASST CHIEF OPS Subtotal		$4,751.01

LINE	QTY	PRODUCT			UNIT SELL	EXT SELL
2011 FISCAL SERVICES AND HR						
CH2						
105	2	**HIWMM**			$287.59	$575.18
		Ignition 2 Task Mid-back				
		Control Type	.Y1	Synchro-Tilt W Seat Slider		
		Select Arm Type	.A	Height and Width Adj. Arm		
		Select Caster/Glide Option	.H	Hard Caster		
		Select Mesh Color	.IM	4-Way Black		
		Select Upholstery	$(1)	Grade 1 Uph		
		Grade 1 Fab	.CU	Centurion		
		Centurion	10	Black		
		Select Lumbar	.BL	Black Adjustable Lumbar		
		Select Base	.SB	Standard Base		
		Select Frame Color	.T	Black		
					CH2 Subtotal	**$575.18**
CH4						
106	2	**HSGS6**			$375.48	$750.96
		Accomodate Set of Two Guest Chairs				
		Select Arm Type	.F	Fixed		
		Select Caster Option	.E	Standard Nylon Glide		
		Select Upholstery	$(1)	Grade 1 Uph		
		Grade 1 Fab	.UR	Contourett		
		Contourett	95	Navy		
		Accommodate Frame Opt	.P8V	Textured Titanium		
					CH4 Subtotal	**$750.96**
CH6						
107	1	**HMS2**			$495.18	$495.18
		Motivate High Density Stacker-Uph Seat Set/4				
		Select Arm Type	.N	No Arm		
		Select Shell Color	.RE	Regatta		
		Select Upholstery	$(1)	Grade 1 Uph		
		Grade 1 Fab	.UR	Contourett		
		Contourett	95	Navy		
		Select Frame Color	.P8V	Textured Titanium		
					CH6 Subtotal	**$495.18**
D3						
108	2	**H10504**			$305.60	$611.20
		10500 Series Floorstnding Full Ht Ped F/F 15-5/8W x 22-3/4D				
		Select Laminate	$(L1STD)	Grd L1 Standard Laminates		
		Select Grade 1 Laminate Finish	.LSA1	Sterling Ash		

LINE	QTY	PRODUCT			UNIT SELL	EXT SELL
109	1	**H105681** 10500 Series Return Shell 29-1/2H x 41W x 24D			$220.16	$220.16
		Select Top Laminate Color	$(L1STD)	Grd L1 Standard Laminates		
		Select Top Laminate Color	.LSA1	Sterling Ash		
		Select Chassis Laminate Color	LSA1	Sterling Ash		
110	1	**H105681X** 10500 Series Return Shell 29-1/2H x 41W x 24D			$220.16	$220.16
		Select Top Laminate Color	$(L1STD)	Grd L1 Standard Laminates		
		Select Top Laminate Color	.LSA1	Sterling Ash		
		Select Chassis Laminate Color	LSA1	Sterling Ash		
111	1	**H105897R** 10500 Series 66Wx30Dx29-1/2H Sgl Ped DskRH B/B/FRectTop			$546.88	$546.88
		Select Top Laminate Color	$(L1STD)	Grd L1 Standard Laminates		
		Select Top Laminate Color	.LSA1	Sterling Ash		
		Select Chassis Laminate Color	LSA1	Sterling Ash		
112	1	**H105898L** 10500 Series 66Wx30Dx29-1/2H SglPedDskLH B/B/F RectTop			$546.88	$546.88
		Select Top Laminate Color	$(L1STD)	Grd L1 Standard Laminates		
		Select Top Laminate Color	.LSA1	Sterling Ash		
		Select Chassis Laminate Color	LSA1	Sterling Ash		
113	2	**HF23B** Black Removable Lock Core Kit			$16.64	$33.28
		Select Key Number	.X154E	154E		
114	2	**HF23B** Black Removable Lock Core Kit			$16.64	$33.28
		Select Key Number	.X153E	153E		
					D3 Subtotal	**$2,211.84**
SX1						
115	1	**H105690** 10500 Series 36Wx24Dx29 1/2H Lateral File Two Drawer			$456.00	$456.00
		Select Top Laminate Color	$(L1STD)	Grd L1 Standard Laminates		
		Select Top Laminate Color	.LSA1	Sterling Ash		
		Select Chassis Laminate Color	LSA1	Sterling Ash		
					SX1 Subtotal	**$456.00**

LINE	QTY	PRODUCT			UNIT SELL	EXT SELL
T14						
116	1	**HTLC3060**			$216.32	$216.32
		Preside 60W x 30D Rectangular Shaped Laminate Top				
		Edge Option	.G	2MM/Flat		
		Select Edge Finish	SA	Sterling Ash		
		Select Grommet	.N	No Grommets		
		Select Laminate	$(L1STD)	Grd L1 Standard Laminates		
		Select Grade 1 Laminate Finish	.LSA1	Sterling Ash		
117	1	**HTTLEG60**			$278.40	$278.40
		Preside Aluminum T leg for 60" Table Tops				
		Select Base Color	$(P1)	P1 Paint Opts		
		Select Grade 1 Paint	.P8T	Titanium		
				T14 Subtotal		**$494.72**
				2011 FISCAL SERVICES AND HR Subtotal		**$4,983.88**

LINE	QTY	PRODUCT			UNIT SELL	EXT SELL
2033 CRIME REDUCTION TEAM						
118	2	**HIWMM**			$287.59	$575.18
		Ignition 2 Task Mid-back				
		Control Type	.Y1	Synchro-Tilt W Seat Slider		
		Select Arm Type	.A	Height and Width Adj. Arm		
		Select Caster/Glide Option	.H	Hard Caster		
		Select Mesh Color	.IM	4-Way Black		
		Select Upholstery	$(1)	Grade 1 Uph		
		Grade 1 Fab	.CU	Centurion		
		Centurion	10	Black		
		Select Lumbar	.BL	Black Adjustable Lumbar		
		Select Base	.SB	Standard Base		
		Select Frame Color	.T	Black		
					Subtotal	**$575.18**
CH1						
119	10	**HCT1MM**			$157.18	$1,571.80
		HON Mesh Mid-Back Task Chair				
		Select Control Type	.Z1	Swivel Tilt Control		
		Select Arm Type	.N	Armless		
		Select Caster Option	.H	Hard Casters		
		Select Back Mesh	.M	Black Mesh Back		
		Select Seat Upholstery	$(1)	Grade 1 Uph		
		Grade 1 Fab	.UR	Contourett		
		Contourett	95	Navy		
		Select Lumbar	.AL	Adjustable Lumbar		
		Select Base Type	.SB	Standard Base		
		Select Frame	.T	Black Frame Color		
					CH1 Subtotal	**$1,571.80**
D1						
120	2	**H10504**			$305.60	$611.20
		10500 Series Floorstnding Full Ht Ped F/F 15-5/8W x 22-3/4D				
		Select Laminate	$(L1STD)	Grd L1 Standard Laminates		
		Select Grade 1 Laminate Finish	.LSA1	Sterling Ash		
121	2	**H105681X**			$220.16	$440.32
		10500 Series Return Shell 29-1/2H x 41W x 24D				
		Select Top Laminate Color	$(L1STD)	Grd L1 Standard Laminates		
		Select Top Laminate Color	.LSA1	Sterling Ash		
		Select Chassis Laminate Color	LSA1	Sterling Ash		

LINE	QTY	PRODUCT			UNIT SELL	EXT SELL
122	1	**H105897R**			$546.88	$546.88
		10500 Series 66Wx30Dx29-1/2H Sgl Ped DskRH B/B/FRectTop				
		Select Top Laminate Color	$(L1STD)	Grd L1 Standard Laminates		
		Select Top Laminate Color	.LSA1	Sterling Ash		
		Select Chassis Laminate Color	LSA1	Sterling Ash		
123	1	**H105898L**			$546.88	$546.88
		10500 Series 66Wx30Dx29-1/2H SglPedDskLH B/B/F RectTop				
		Select Top Laminate Color	$(L1STD)	Grd L1 Standard Laminates		
		Select Top Laminate Color	.LSA1	Sterling Ash		
		Select Chassis Laminate Color	LSA1	Sterling Ash		
124	2	**HF23B**			$16.64	$33.28
		Black Removable Lock Core Kit				
		Select Key Number	.X174E	174E		
125	2	**HF23B**			$16.64	$33.28
		Black Removable Lock Core Kit				
		Select Key Number	.X175E	175E		
					D1 Subtotal	**$2,211.84**
T4						
126	1	**HTLC54120**			$593.92	$593.92
		Preside 120W x 54D Rectangular Shaped Laminate Top				
		Edge Option	.G	2MM/Flat		
		Select Edge Finish	SA	Sterling Ash		
		Select Grommet	.N	No Grommets		
		Select Laminate	$(L1STD)	Grd L1 Standard Laminates		
		Select Grade 1 Laminate Finish	.LSA1	Sterling Ash		
127	1	**HTTLEG120**			$392.32	$392.32
		Preside Aluminum T leg for 120" Table Tops				
		Select Base Color	$(P1)	P1 Paint Opts		
		Select Grade 1 Paint	.P8T	Titanium		
					T4 Subtotal	**$986.24**
					2033 CRIME REDUCTION TEAM Subtotal	**$5,345.06**

LINE	QTY	PRODUCT	UNIT SELL	EXT SELL
YDESIGN				
128	24	**DESIGN** COMPLIMENTARY DESIGN (STD RATE $125/HR)	$0.00	$0.00
			Subtotal	**$0.00**
		YDESIGN	**Subtotal**	**$0.00**
ZINSTALLATION				
129	1	**INSTALLATION** Receive on site and install all during regular business hours with full use of elevator, no steps or stair carry, space to be free and clear ready to accept. Door entry parking lot offload or dock required. Staging area is required. Price includes verification of power and floor core locations. Project completion is estimated at 5-6 weeks. *If project delays require product to be rerouted to installer warehouse, additonal fees of $3,575 will appy. If stored at installer warehouse longer than 30 days additional fees will apply. *Does not include installing or staging any existing furniture	$15,626.00	$15,626.00
			Subtotal	**$15,626.00**
		ZINSTALLATION	**Subtotal**	**$15,626.00**

LINE	QTY	PRODUCT	UNIT SELL	EXT SELL
			Subtotal	$64,250.16
			GRAND TOTAL	$64,250.16

~Ordering Notes~

* Deposit may be due at time of order
* The applicable tax will be applied at the time of invoicing
* Pricing in this proposal is based on current market conditions and may change due to tariff adjustments or government fees. Any increases before order invoicing could adjust the final pricing.
* Estimated leadtime is subject to the manufactures production / shipping schedules
* This proposal contains Special Order items that are Not Returnable
* Once an order is placed, cancellations are Not Allowed

LINE	QTY	PRODUCT	UNIT SELL	EXT SELL

TERMS AND CONDITIONS OF PURCHASE
(FURNITURE - ODP BUSINESS SOLUTIONS WORKSPACE INTERIORS)

1. ODP Business Solutions, LLC ("ODP Business Solutions") shall make commercially reasonable efforts to install all products as quickly as possible. However, any delivery and/or installation dates quoted to Customer are approximate, and ODP Business Solutions obligation shall be only to deliver and/or install the products within a reasonable time. Also, due to certain factory shipment schedules, it is possible that ODP Business Solutions will be able to deliver and install portions of the job in phases. Customer will be invoiced for the items as they are delivered and payment will be due as set forth in Section 3 below.
2. All prices are firm for thirty (30) days from date of proposal.
3. Payment terms are net twenty (20) days from date of invoice, unless otherwise agreed to and as documented on the order or quote. Customer will be invoiced for items when delivery and installation (if applicable) is complete, and any punch issues are less than 10% of the value of the entire order. In no event shall payment be withheld for delivered products and services. Customer shall pay 90% of the invoice and may withhold 10% until completion of the job. The balance is payable immediately after any outstanding issues are resolved.
4. All orders are subject to credit approval.
5. ODP Business Solutions requires a minimum deposit equaling 50% on all orders over $20,000. Said deposit will be applied to Customer's account until such product is delivered and invoiced. Each invoice, less its proportionate share of the deposit, will be due and payable as set forth in Section 4 above.
6. All products and materials are subject to applicable taxes, as well as any applicable inbound freight and fabrication charges.
7. An order is not cancelable once in production. "Quick ships" and fabric orders are not cancelable.
8. Any quotation for special order products or materials shall be approved by an authorized Customer representative for correct product number, fabric, specifications and quantities. Any services rendered to Customer to change or modify the specification and layout before or during installation will be charged to Customer at prevailing rates. If such changes or modifications result in additional products, parts, materials or labor, they will be billed to Customer at prevailing rates.
9. Delivery and installation services are conducted during normal business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday. If services are requested outside of normal business hours, if special handling or equipment is required, if moving of products other than delivered is required, or if there are any unusual condition not made known to ODP Business Solutions at the time of sale, extra labor charges at prevailing rates may apply.
10. If during installation, additional products are necessary or required to complete the job, such additional products and labor will be charged to Customer at prevailing rates.
11. Floors shall be smooth, level and free from debris.
12. Condition of Jobsite - Customer agrees to have premises available on the requested date of installation and for a reasonable time thereafter for installation during the regular business day. Customer's job site shall be clean, clear, and free of debris prior to installation. Delivery and installation encumbrances which necessitate additional labor will result in extra charges. If installation is to be placed over carpeting, tiles, or other floor covering, Customer hereby assures ODP Business Solutions that all such coverings will be completed prior to time installation is scheduled. The job site shall be free of interference from all trades in the work areas, and if the job site is not free of such trade interference, the delivery and installation shall not proceed until such interference has been eliminated, or other arrangements are agreed to in writing. ODP Business Solutions shall be held harmless and shall not assume liability for job delay due to failure to meet any of the preceding conditions.
13. Jobsite Services. Electric current, light, heat, trash disposal facilities, hoisting and/or elevator service, and adequate facilities for off-loading, staging, moving, and handling of the Furnishings will be furnished without charge to ODP Business Solutions. Customer acknowledges that if the installed Furnishings require electrical hook-ups, outlets, wiring, or other similar services, at Customer's election, ODP Business Solutions may provide such services through licensed subcontractors at an additional fee or Customer shall be responsible for engaging appropriate licensed professionals.
14. Permits are the responsibility of the Customer unless expressly provided in the Proposal.
15. If Customer is unwilling or unable to accept delivery or installation of the products according to the specified schedule, the products will be stored at Customer's expense. Customer shall pay a warehouse charge payable monthly. Any double handling of a product will be charged at our normal hourly rate.
16. ODP Business Solutions makes no warranties, expressed or implied, as to merchantability or as the suitability of the products for any particular purpose, except those made by the manufacturer of the products. Any claim must be made to ODP Business Solutions in writing within five (5) days after delivery or installation of the products and if no claim is so received by ODP Business Solutions it will be conclusively presumed that Customer has accepted and that the products are as represented.
17. No liability shall accrue against ODP Business Solutions as a result of breach of terms and conditions caused by any strike, act of God, lockout, accident, or delay beyond its control.
18. ODP Business Solutions retains, and Customer hereby grants to ODP Business Solutions, a security interest in the products to secure the purchase price therefore. The products shall remain personal property regardless of being fixed to any real property. If Customer defaults in the payment of the purchase price when due, ODP Business Solutions shall have all rights and remedies granted by the Uniform Commercial Code. A finance charge of 2% per month (annual percentage rate 24%) will be charged on all past due balances. Customer shall pay all collection costs, including attorneys fee, in the event any claim is referred to a collection agency or attorney.
19. Products shipped directly to Customer shall be the responsibility of Customer except if agreed in writing that ODP Business Solutions will provide delivery and installation services. The receiving Customer is responsible to inspect products and file any necessary freight claims with freight provider.
20. Manufacturer warranties apply for parts only. Labor is not included.
21. All items set forth in the quotation are non-returnable.
22. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, SPECIAL, INDIRECT OR INCIDENTAL DAMAGES, WHETHER IN AN ACTION BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
23. Each party shall indemnify and hold harmless the other party from and against any and all third-party claims, demands, actions, suits, losses, liabilities, damages and all related costs and expenses, including without limitation reasonable attorneys' fees due to, arising from or relating to the negligent, willful or reckless act or omission of the indemnifying party.
24. These terms and conditions shall be governed by the law of the State of Florida, without regard to conflict of laws principles.

Customer: City of Bradenton

Customer's Signature: [signature]

Print Name: Gene Brown

Customer PO: _____

Title: Mayor

Date: 8/26/20

AGENDA ITEM NO. 6.h

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: September 23, 2026

SUBMITTED BY: Irvin Lee, Public Works & Utilities

ITEM TYPE: Miscellaneous

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Debris Management Plan - Revised Supporting Document

SUGGESTED ACTION: Recommend City Council adopt the City of Bradenton Debris Management Plan.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The purpose of the Debris Management Plan (DMP) is to establish a comprehensive framework for the management of disaster-generated debris within the City of Bradenton. This plan identifies procedures for debris clearance, collection, reduction, recycling, temporary storage, monitoring, final disposal, and documentation in accordance with applicable local, state, and federal requirements.

ATTACHMENTS:
Debris Management Plan - REVISED



City of Bradenton

Debris Management Plan

Effective Date: 09/2026
Date of Last Revision: 09/2026
Next Review Date: 05/2027

SECTION 1 – DEBRIS MANAGEMENT PLAN OVERVIEW

1.1 Purpose

The City of Bradenton is vulnerable to a variety of natural and technological hazards including hurricanes, tropical storms, severe thunderstorms, tornadoes, flooding, wildfires, hazardous materials incidents, and other emergencies capable of generating significant quantities of debris. Such events can create hazardous conditions that threaten public health and safety, impede emergency response operations, disrupt critical infrastructure, and delay community recovery.

The purpose of this Debris Management Plan (DMP) is to establish a comprehensive framework for the management of disaster-generated debris within the City of Bradenton. This plan provides procedures for debris clearance, collection, reduction, recycling, temporary storage, monitoring, final disposal, and documentation in accordance with applicable local, state, and federal requirements.

This plan is intended to support the objectives of the City's Emergency Management Plan (EMP), dated July 2024, by providing a scalable and flexible approach to debris management following a disaster.

1.2 Goals and Objectives

The primary goals of this Debris Management Plan are to:

• Protect public health, safety, and welfare through the rapid removal of disaster-generated debris.

• Restore transportation networks and provide access for emergency responders, utility crews, and recovery personnel.

• Facilitate the timely restoration of critical infrastructure and essential governmental services.

• Reduce environmental impacts associated with disaster debris.

• Maximize recycling and beneficial reuse opportunities whenever feasible.

• Ensure compliance with FEMA Public Assistance Program requirements and Florida Division of Emergency Management (FDEM) guidance.

• Maximize cost reimbursement opportunities through proper documentation and monitoring of debris operations.

• Minimize the long-term economic impacts of disasters on residents, businesses, and visitors.

1.3 Scope

This plan applies to debris generated within the municipal boundaries of the City of Bradenton and addresses debris resulting from both natural and man-made incidents. The plan provides guidance for the management of:

• Vegetative debris

• Construction and demolition debris

• Mixed debris

• White goods

• Electronic waste

• Household hazardous waste

• Sand and sediment deposits

• Abandoned and displaced vehicles

• Derelict vessels and marine debris

• Leaning trees and hanging limbs

• Hazardous stumps

• Debris located within waterways

• Debris located on public property and rights-of-way

• Eligible debris located on private property under approved debris removal programs

1.4 Planning Basis

This plan is based upon FEMA Public Assistance Program guidance, Florida Statutes, Florida Division of Emergency Management debris management best practices, and lessons learned from previous disaster recovery operations conducted throughout Florida.

The City recognizes that debris management is one of the most visible and resource-intensive components of disaster recovery. Accordingly, this plan emphasizes preparedness, pre-event contracting, debris monitoring, environmental compliance, and public communication as essential elements of a successful debris management program.

1.5 Plan Maintenance

The City of Bradenton Public Works and Utilities Department shall maintain this plan and coordinate annual reviews with relevant City departments and partner agencies.

The plan shall be reviewed and updated whenever:

• Significant changes occur in federal or state debris management guidance.

• New debris management contracts are being executed.

• Debris Management Site (DMS) locations are modified.

• Organizational responsibilities are revised.

• Following major disaster events requiring activation of this plan.

At a minimum, the following information shall be reviewed annually:

• Organizational contacts

• Contractor information

• DMS information

• Emergency procurement procedures

• Priority facility listings

• Maps and GIS data

• Regulatory references

1.6 Relationship with Other Plans

This Debris Management Plan is intended to function in coordination with:

• City of Bradenton Emergency Management Plan

• Manatee County Comprehensive Emergency Management Plan

• Manatee County Debris Management Plan

• Florida Comprehensive Emergency Management Plan

• FEMA Public Assistance Program and Policy Guide

• Florida Division of Emergency Management Debris Management Guidance

1.7 Authorities

Implementation of this plan may be authorized through declarations of local emergency issued by the City of Bradenton, declarations issued by the State of Florida, or Presidential Disaster Declarations issued by the Federal Government.

The City Administrator, Deputy City Administrator /Chief Operating Officer, Public Works and Utilities Director, or their designees may activate portions of this plan as conditions warrant.

1.8 Primary Debris Management Site

For planning purposes, the City has identified Tropicana Plaza (1706 9th St E, Bradenton, FL 34208) as the primary Temporary Debris Management Site (DMS), subject to final verification, environmental review, operational suitability assessments, and Florida Department of Environmental Protection (FDEP) approval.

Additional DMS locations may be identified and activated as conditions warrant.

1.9 Primary Debris Removal Contractor

The City may utilize competitively procured contractors to provide debris removal, reduction, disposal, monitoring support, and related emergency recovery services.

Existing Contractor Information:

DRC Emergency Services, LLC

Regional Manager: Evan Fancher

Email: [redacted]

Phone: 205-478-6400

Ceres Environmental

Regional Client Services Manager - Edward J. McCrane

Email: [redacted]

Phone: (941) 735-3921

Tetra Tech Disaster Recovery Division (Monitoring Contractor)

East Operations Director: Tommy Webster

Email: tommy.webster@tetratech.com Phone: 828-644-3222

Program Manager: Jon Diamond

Email: [redacted] Phone: 305-202-0373

SECTION 2 – SITUATIONS AND ASSUMPTIONS

2.1 City Description and Debris Management Challenges

Community Profile

The City of Bradenton is located in western Manatee County along the Manatee River and is part of the greater Tampa Bay metropolitan region. The City serves as the county seat of Manatee County and functions as a major governmental, commercial, residential, recreational, and transportation center for the surrounding area.

Bradenton's location along the Gulf Coast of Florida makes it vulnerable to a variety of natural hazards capable of generating significant quantities of disaster debris. The City contains a mixture of residential neighborhoods, commercial corridors, industrial properties, governmental facilities, schools, parks, waterfront amenities, marinas, and transportation infrastructure that may be impacted by severe weather events and other emergencies.

Coastal and Riverine Vulnerability

The City's proximity to the Manatee River, Tampa Bay watershed, and Gulf Coast exposes portions of the community to storm surge, tidal flooding, wave action, and freshwater flooding associated with tropical systems.

Disaster-generated debris may be deposited throughout public rights-of-way, drainage systems, waterways, shorelines, parks, and municipal facilities. Flooding may also transport debris significant distances from its original location, creating additional challenges for debris identification, segregation, collection, and disposal.

Waterway Debris Operations

Bradenton's waterfront environment presents unique debris management challenges not commonly encountered in inland jurisdictions. Storm events may generate:

• Floating debris

• Damaged docks and piers

• Marina debris

• Derelict or displaced vessels

• Navigation hazards

• Vegetative debris accumulation within waterways

• Obstructions to stormwater conveyance systems

The removal of waterway debris may require coordination with multiple local, state, and federal agencies including the Florida Fish and Wildlife Conservation Commission (FWC), United States Coast Guard (USCG), United States Army Corps of Engineers (USACE), Florida Department of Environmental Protection (FDEP), and the National Oceanic and Atmospheric Administration (NOAA).

Urban and Commercial Development

The City contains a diverse mix of residential, commercial, institutional, and governmental development. Dense urban development patterns may restrict access for debris collection vehicles and create logistical challenges associated with debris staging, traffic control, and collection routing.

Significant commercial corridors and activity centers may require priority debris clearance to facilitate economic recovery and public safety following a disaster.

Transportation Network

The City's transportation network serves as a critical component of emergency response and recovery operations. Major roadways may experience debris accumulation, flooding, utility failures, or structural damage during severe weather events.

The restoration of access along major transportation routes is essential to support emergency services, utility restoration, supply deliveries, public health and recovery activities.

Public Facilities and Critical Infrastructure

The City maintains a variety of public facilities and infrastructure assets including governmental buildings, parks, recreational facilities, stormwater systems, transportation infrastructure, and utility systems. Disaster-generated debris may impact these facilities and delay the restoration of essential services.

Critical facilities requiring priority debris clearance will be identified and maintained in Appendix A - Critical Facilities List.

Temporary Debris Management Site Limitations

The identification and operation of Temporary Debris Management Sites (DMS) may present challenges due to land availability, environmental constraints, traffic considerations, and proximity to residential areas.

For planning purposes, Tropicana Plaza (1706 9th Street E, Bradenton, FL 34208) has been identified as the City's primary DMS location subject to final site verification, environmental review, operational suitability analysis, and regulatory approval.

Environmental Considerations

Debris operations must be conducted in a manner that minimizes impacts to environmentally sensitive areas, wetlands, protected species, surface waters, and cultural resources. Environmental compliance requirements may influence debris collection methods, transportation routes, DMS operations, and final disposal activities.

Seasonal Population Impacts

The City experiences fluctuations in population associated with seasonal visitors and tourism activity. Increased population levels may affect debris quantities, communication efforts, and collection operations following a disaster event.

SECTION 2.2 — ASSUMPTIONS

The following assumptions form the planning basis for this Debris Management Plan:

2.2.1 General Planning Assumptions

- The City of Bradenton is vulnerable to hurricanes, tropical storms, tornadoes, severe thunderstorms, flooding, wildfires, hazardous materials incidents, and other emergencies capable of generating significant quantities of debris within the municipal boundaries.

- A Category 4 hurricane impacting Manatee County serves as the design event for this plan and may generate an estimated 2.5 million cubic yards of debris, including vegetative debris, construction and demolition debris, white goods, electronic waste, household hazardous waste, vehicles, marine debris, and sand and sediment.
- Disaster-generated debris may be deposited throughout all areas of the City, including residential neighborhoods, commercial corridors, downtown Bradenton, public facilities, parks, waterfront areas, marina facilities, transportation corridors, utility facilities, waterways, and stormwater conveyance systems.
- The City's proximity to the Manatee River, Tampa Bay watershed, and the Gulf Coast increases vulnerability to storm surge, tidal flooding, and freshwater flooding, which may transport debris significant distances from its original location, complicating identification, segregation, collection, and disposal efforts.
- Dense urban development patterns within the City may restrict access for debris collection vehicles and create logistical challenges related to debris staging, traffic control, and collection routing.
- Seasonal population fluctuations associated with visitors and tourism activity may affect debris quantities, public communication efforts, and collection operations following a disaster event.
- Major transportation corridors within the City may experience debris accumulation, flooding, utility failures, or structural damage during severe weather events, requiring priority clearance to restore emergency access.
- Disaster debris management operations are among the most visible, resource-intensive, and costly components of disaster recovery and may extend for a period of 180 days or longer depending on the severity and scope of the event.
- Public health and safety concerns may require the rapid clearance of emergency access routes within the first 72 hours following a disaster event.
- Debris operations may be required on public rights-of-way, public property, and, under limited and approved circumstances, on private property when debris poses an immediate threat to public health, safety, or improved public property.

2.2.2 Operational Assumptions

- City force account resources, including personnel, equipment, and materials from Public Works and Utilities, and other departments, will be available and may be utilized for emergency push operations, debris collection support, debris management site operations, and administrative activities.
- City force account resources alone will be insufficient to manage the volume of debris generated by moderate to catastrophic disaster events, and contracted resources will be required to supplement City capabilities.
- The City's primary Debris Removal Contractor, and primary Debris Monitoring Contractor, will be available and capable of mobilizing personnel, equipment, and supervisory staff following contract activation.
- Emergency roadway clearance (push) operations may begin within 24 hours of event passage, with full-scale debris collection operations commencing within 72 to 96 hours, contingent on safe access and contractor mobilization.

- Multiple collection passes through affected areas will be required to remove all eligible disaster-generated debris from public rights-of-way. A minimum of two to three complete passes should be anticipated following major events, with additional passes as warranted by conditions.
- Temporary Debris Management Sites (DMS) will be necessary for the staging, segregation, reduction, recycling, and transfer of debris. The City has identified Tropicana Plaza as the primary DMS location; however, the activation of one or more additional DMS sites may be required depending upon the magnitude of the disaster and volume of debris generated.
- Direct haul of disaster-generated debris to final disposal facilities may not be practical following a major disaster due to transportation distances, landfill capacity constraints, and the volume of debris requiring processing.
- Waterway debris operations may be required following major storm events and will necessitate coordination with multiple local, state, and federal agencies, including FWC, USCG, USACE, FDEP, and NOAA.
- Debris monitoring operations must be implemented concurrently with collection and DMS operations to ensure proper documentation, FEMA eligibility compliance, contractor performance validation, and invoice reconciliation.
- Operations will be conducted in compliance with all applicable local, state, and federal health, safety, and environmental regulations, including OSHA requirements, FDEP guidance, and FEMA Environmental and Historic Preservation requirements.
- Utility infrastructure damage, including downed power lines, ruptured gas lines, and broken water mains, may create safety hazards that delay or restrict debris collection operations in certain areas.

2.2.3 Contracting Assumptions

- Pre-event contracts for debris removal and debris monitoring services provide the most effective mechanism for obtaining qualified resources following a disaster and will serve as the primary contracting vehicle for debris management operations.
- The City has pre-positioned competitively procured standby contracts for debris removal and debris monitoring, which may be activated by the Debris Manager upon approval from City leadership following a significant debris-generating event.
- Contract activation may include partial activation, full activation, task-specific activation, or standby activation depending on the anticipated scope of operations.
- Contracted debris removal operations will be performed on a unit-price basis utilizing competitively procured rates and will be documented through an automated debris management system (ADMS) and load ticket system to support FEMA reimbursement.
- Emergency procurement procedures may be utilized when pre-event contracts are insufficient to meet operational needs, when additional resources are required, or when the urgency of the situation necessitates expedited procurement in accordance with applicable local, state, and federal requirements.
- The City may supplement contracted resources through mutual aid agreements, Manatee County coordination, the Emergency Management Assistance Compact (EMAC), cooperative purchasing contracts from other governmental entities, Florida Rural Water Association (FRWA), or additional competitively procured contractors as needed.

- All procurement activities will be conducted in accordance with the City Procurement Policies, Florida Statutes, the Stafford Act, 2 CFR Part 200, and applicable FEMA Public Assistance procurement standards to ensure reimbursement eligibility.
- Subcontracting by the primary debris removal contractor is anticipated and shall be managed in accordance with contract terms and applicable procurement requirements.

2.2.4 FEMA and State Assistance Assumptions

- A Presidential Major Disaster Declaration or Emergency Declaration under the Robert T. Stafford Disaster Relief and Emergency Assistance Act will be required for the City to receive FEMA Public Assistance reimbursement for eligible debris removal operations.
- The Florida Division of Emergency Management (FDEM) will serve as the lead state agency responsible for coordinating state-level emergency management activities, administering disaster assistance programs, and facilitating FEMA Public Assistance applications.
- FEMA Public Assistance reimbursement for debris removal operations will generally be limited to the removal of eligible disaster-generated debris from public rights-of-way, public property, and approved private property debris removal programs conducted in accordance with FEMA policies.
- FEMA reimbursement eligibility requires proper documentation, including load tickets, monitoring records, photographic evidence, GIS data, truck certifications, contractor invoices, and force account records, all of which shall be maintained throughout operations.
- FEMA may require Environmental and Historic Preservation (EHP) reviews prior to or concurrent with certain debris management activities, including DMS site activation, waterway debris removal, demolition activities, and operations in or near environmentally sensitive or historically significant areas.
- The FEMA cost-share for debris removal operations under a Presidential Declaration is typically 75% federal / 25% non-federal, although the federal share may be increased to 90% or 100% based on disaster severity and policy determinations. The City should plan for a minimum 25% non-federal cost share unless otherwise specified.
- FEMA Alternative Procedures (Section 428 of the Stafford Act) may be available for debris removal operations and may offer advantages including fixed cost estimates, incentives for recycling, and simplified project management.
- The Florida Department of Environmental Protection (FDEP) will provide environmental guidance regarding DMS operations, household hazardous waste management, air curtain burner operations, and site closure requirements.
- State and federal assistance may not be immediately available following a disaster. The City must be prepared to initiate and sustain debris management operations using local resources and pre-positioned contracts prior to the arrival of external support.
- FEMA and state agency personnel may be deployed to the City to provide technical assistance, assess damage, validate eligibility, and support project worksheet development. The City shall facilitate access and coordination with these teams throughout the recovery process.

2.3 Disaster Design Event

The City of Bradenton is vulnerable to a variety of natural and technological hazards capable of generating significant quantities of disaster debris. The hazards most likely to require activation of this Debris Management Plan include hurricanes, tropical storms, tornadoes, severe thunderstorms, flooding events, wildfires, and technological incidents.

For planning purposes, a Category 4 Hurricane making landfall in or near Manatee County has been designated as the design event for this plan. This design event reflects the City's coastal geography, historical storm exposure, and vulnerability to major tropical cyclone impacts. A Category 4 event assumes widespread and severe impacts, including sustained hurricane-force winds, significant vegetative damage across residential and commercial areas, structural damage to buildings and infrastructure, utility infrastructure damage, flooding and storm surge impacts, waterway debris accumulation, widespread and prolonged power outages, transportation disruptions, and the need for large-scale, multi-phase debris management operations.

The City recognizes that actual debris quantities and operational requirements may vary significantly depending upon storm track, intensity, duration, forward speed, rainfall totals, and storm surge conditions. This plan is designed to be scalable and may be activated in whole or in part to address debris events of varying magnitudes.

Hazard Types and Expected Debris

Hurricanes and Tropical Storms

Expected debris may include:

• Vegetative debris

• Construction and demolition debris

• White goods

• Electronic waste

• Household hazardous waste

• Vehicles

• Marine debris

• Sand and sediment

Tornadoes

Expected debris may include:

• Structural debris

• Vegetative debris

• Vehicles

• Utility infrastructure

• Personal property

Flooding

Expected debris may include:

• Sediment deposits

• Building contents

• Damaged furnishings

• Construction materials

• Vegetative debris

2.4 Forecasted Location

The types of debris generated by a disaster event are directly influenced by the nature and severity of the hazard. The following subsections describe the primary hazard types that may affect the City of Bradenton and the categories of debris expected from each.

2.4.1 Hurricanes and Tropical Storms. Hurricanes and tropical storms represent the most significant debris generating hazard facing the City of Bradenton. Expected debris from the events may include vegetative debris (trees, limbs, brush, and leaves), construction and demolition (CandD) debris, white goods (appliances), electronic waste, household hazardous waste (HHW), vehicles, marine debris (vessels, docks, and waterway obstructions), and sand and sediment deposits.

2.4.2 Tornadoes. Tornadoes, whether spawned by tropical systems or severe thunderstorms, may generate highly concentrated debris along narrow paths of destruction. Expected debris may include structural debris, vegetative debris, vehicles, damaged utility infrastructure, and personal property.

2.4.3 Flooding. Flooding events, including those caused by storm surge, heavy rainfall, or riverine overflow, may generate debris requiring specialized collection and disposal. Expected debris may include sediment deposits, building contents, damaged furnishings, construction materials, and vegetative debris.

2.4.4 Forecasted Debris Locations

For planning purposes, disaster-generated debris may occur throughout the entire incorporated limits of the City of Bradenton. Areas expected to experience elevated debris concentrations include residential neighborhoods, commercial corridors, Downtown Bradenton, public facilities, parks and recreational facilities, waterfront areas, marina facilities, transportation corridors, utility facilities, and stormwater conveyance systems.

The City shall maintain GIS based mapping resources to assist in estimating debris impacts, identifying collection priorities, tracking debris operations, and documenting recovery activities.

2.5 Estimated Debris Quantities

2.5.1 Historical Data

Historical debris quantities associated with previous disasters impacting the City of Bradenton shall be documented and maintained by the City.

Historical storm data shall be incorporated into future revisions of this plan.

Historical debris quantities:

Storm Event	Year	Debris Quantity (CY)
Hurricane Debbie	2023	6,014.75
Hurricane Helene	2024	1,609.50
Hurricane Milton	2024	162,483.30

2.5.2 Forecasted Debris

Forecasted debris quantities have been developed utilizing accepted FEMA, USACE, HAZUS, and FDEM methodologies.

These estimates provide a planning level basis for resource allocation, contractor mobilization, Debris Management Site capacity planning, and operational decision-making.

Hurricane Category	Estimated Cubic Yards
Category 1	100,000 CUBIC YARDS
Category 2	400,000 CUBIC YARDS
Category 3	1.3 MILLION CUBIC YARDS
Category 4	2.5 MILLION CUBIC YARDS
Category 5	4 MILLION CUBIC YARDS

SECTION 3 – AUTHORITIES AND REFERENCES

3.1 Authorities

The City of Bradenton Debris Management Plan is authorized by local, state, and federal laws, regulations, policies, and guidance governing emergency management, disaster response, debris management, environmental protection, procurement, and public assistance reimbursement. The authorities identified below provide the legal basis for debris management activities conducted by the City of Bradenton before, during, and after disaster events.

3.1.1 Local Authorities

City of Bradenton Code of Ordinances. The City Code of Ordinances provides authority related to emergency management, public nuisances, public works and utilities operations, rights-of-way management, procurement and contracting, code enforcement, unsafe structures, and property maintenance. Applicable sections of the City Code shall be identified and maintained as part of future updates to this plan.

Emergency Declarations. Upon declaration of a local state of emergency by the appropriate authority, the City may implement emergency procedures necessary to protect life and property, including emergency debris clearance, emergency procurement, temporary debris storage, and emergency contracting.

3.1.2 County Authorities

Manatee County Comprehensive Emergency Management Plan (CEMP). The Manatee County CEMP establishes the framework for countywide emergency preparedness, response, recovery, and mitigation activities. The City of Bradenton operates within this countywide framework and shall coordinate debris management activities with Manatee County as appropriate.

Manatee County Debris Management Plan. The City's debris operations shall be coordinated, as appropriate, with Manatee County debris management activities and recovery operations to ensure consistency, avoid duplication of effort, and maximize the efficient use of shared resources.

Manatee County Ordinances. Applicable Manatee County ordinances may provide additional authority related to emergency management, disaster recovery, public health and safety, environmental protection, and debris disposal.

3.1.3 State Authorities

Florida Statutes Chapter 252 — Emergency Management. Chapter 252, Florida Statutes, establishes the State Emergency Management Act and authorizes local governments to prepare for, respond to, and recover from emergencies and disasters, including the management of disaster-generated debris.

Florida Statutes Chapter 403 — Environmental Control. Chapter 403 provides authority related to environmental protection, waste management, debris disposal, and the operation of temporary debris management sites during disaster recovery operations.

Florida Statutes Section 403.7071 — Management of Storm-Generated Debris. This section provides specific authority regarding the management, collection, processing, recycling, and disposal of disaster-generated debris, including provisions for the establishment and operation of temporary Debris Management Sites.

Florida Administrative Code. Applicable provisions of the Florida Administrative Code govern solid waste management, environmental permitting, air quality, water quality, Debris Management Site operations, and waste transportation activities associated with disaster debris operations.

Florida Division of Emergency Management (FDEM). The Florida Division of Emergency Management serves as the lead state agency responsible for coordinating emergency management activities and administering disaster assistance programs, including state-level coordination of debris management operations and the administration of FEMA Public Assistance funding.

3.1.4 Federal Authorities

Robert T. Stafford Disaster Relief and Emergency Assistance Act (Public Law 93-288, as amended). The Stafford Act provides the primary authority for federal disaster assistance and establishes the framework for FEMA Public Assistance reimbursement, including reimbursement for eligible debris removal operations conducted by state and local governments.

Sandy Recovery Improvement Act (SRIA) of 2013. The SRIA provides alternative procedures and improvements to disaster recovery programs, including alternative procedures for debris removal operations under Section 428 of the Stafford Act.

Disaster Recovery Reform Act (DRRA) of 2018. The DRRA expands disaster recovery authorities and establishes additional requirements related to preparedness, resilience, and the efficient administration of disaster assistance programs.

Homeland Security Act of 2002. The Homeland Security Act establishes the Department of Homeland Security and defines FEMA's role in national emergency management activities, including disaster response and recovery operations.

Code of Federal Regulations (CFR). Applicable federal regulations include Title 2 of the Code of Federal Regulations Part 200 (2 CFR Part 200), which establishes uniform administrative requirements, cost principles, and audit requirements for federal awards; Title 44 of the Code of Federal Regulations (44 CFR), which governs emergency management and assistance; applicable Environmental and Historic Preservation regulations; and federal procurement requirements.

Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA). CERCLA provides authority regarding hazardous substances and environmental cleanup activities that may be encountered during disaster debris management operations.

3.1.5 Federal Emergency Management Agency Guidance

The City shall conduct debris operations in accordance with applicable FEMA guidance, including the Public Assistance Program and Policy Guide (PAPPG), the Debris Monitoring Guide, Public Assistance Alternative Procedures guidance, Environmental and Historic Preservation (EHP) requirements, FEMA Recovery Policies, and FEMA Fact Sheets and Job Aids. The City shall ensure that the most current editions of these guidance documents are consulted during plan implementation and debris management operations.

3.2 References

The following plans, guidance documents, manuals, and technical resources were utilized in the development of this Debris Management Plan and shall be consulted during plan implementation. The City shall ensure that the most current editions of all referenced documents are maintained and accessible to debris management personnel.

3.2.1 Local References

- City of Bradenton Emergency Management Plan {July 2024}
- City of Bradenton Comprehensive Plan
- City of Bradenton GIS Resources — Current GIS mapping and infrastructure databases maintained by the City

3.2.2 County References

- Manatee County Comprehensive Emergency Management Plan — Current adopted version
- Manatee County Debris Management Plan — Current adopted version
- Manatee County Local Mitigation Strategy — Current adopted version

3.2.3 State References

- Florida Division of Emergency Management Debris Management Guide — Current edition
- Florida Division of Emergency Management Debris Removal Toolbox — Current edition
- Florida Department of Environmental Protection Guidance for Debris Management Sites, Disaster Debris Operations, Household Hazardous Waste, and Environmental Compliance — Current editions
- Florida Marine Debris Emergency Response Guide — Current edition
- Florida Comprehensive Emergency Management Plan — Current adopted version

3.2.4 Federal References

- FEMA Public Assistance Program and Policy Guide (PAPPG) Current edition
- FEMA Debris Monitoring Guide — Current edition
- FEMA Public Assistance Alternative Procedures for Debris Removal — Current edition
- FEMA Environmental and Historic Preservation Guidance — Current edition
- FEMA Comprehensive Preparedness Guide (CPG) 101 — Current edition
- National Incident Management System (NIMS) Current edition
- National Response Framework (NRF) Current edition
- National Disaster Recovery Framework (NDRF) Current edition
- FEMA State-Led Public Assistance Guide — Current edition

3.2.5 Technical References

- United States Army Corps of Engineers (USACE) Debris Estimating Guide and Debris Modeling Tools
- FEMA HAZUS Flood and Hurricane Debris Estimation Methodologies
- NOAA Marine Debris Program — Marine debris response and recovery guidance
- United States Coast Guard — Waterway and navigation hazard removal guidance
- USDA Natural Resources Conservation Service (NRCS) Emergency Watershed Protection Program Guidance

3.3 Compliance Statement

The City of Bradenton shall conduct all debris management operations in a manner consistent with applicable local, state, and federal requirements. Nothing contained in this plan shall be interpreted as superseding applicable laws, regulations, permit requirements, procurement requirements, environmental protections, or FEMA eligibility requirements.

In the event of conflicting guidance, the City shall defer to the most current applicable federal and state guidance governing debris management operations and disaster assistance reimbursement. The City shall consult with legal counsel, FEMA, and the Florida Division of Emergency Management as necessary to resolve any conflicts or ambiguities in applicable requirements.

SECTION 4 – DEBRIS COLLECTION AND REMOVAL PLAN

4.1 Concept of Operations

The City of Bradenton shall implement a scalable, phased debris management strategy designed to rapidly restore public safety, support emergency response operations, facilitate community recovery, and maximize eligibility for state and federal reimbursement. This strategy integrates the resources of City force account personnel, emergency debris removal contractors, debris monitoring contractors, mutual aid resources, and state and federal support agencies into a coordinated operational framework.

All debris management operations shall be conducted in accordance with FEMA Public Assistance Program requirements, Florida Division of Emergency Management (FDEM) guidance, and applicable environmental regulations. The City shall utilize a phased approach consisting of Preparedness (Phase 0), Response (Phase I), Recovery (Phase II), and Closeout (Phase III) operations, as described in the subsections that follow.

4.2 Debris Management Maps and Collection Sectors

To improve operational efficiency, facilitate contractor management, and support FEMA documentation requirements, the City shall divide debris operations into geographic collection sectors. Each sector shall be clearly defined and assigned to specific contractor crews and monitoring personnel to ensure accountability, prevent duplication of effort, and support accurate progress tracking.

Official Debris Management Maps. The City shall maintain GIS-based debris management maps identifying collection sectors, priority transportation routes, critical facilities, Temporary Debris Management Sites (DMS), staging areas, waterway debris removal zones, municipal boundaries, publicly maintained roadways, and potential environmental constraints.

CITY OF BRADENTON DEBRIS MANAGEMENT MAPS



These maps shall be incorporated by reference into this plan and updated as operational conditions warrant.

4.3 Operational Phases

Phase 0 — Preparedness

Preparedness activities occur before a disaster event and are essential to ensuring the City's readiness to execute effective debris management operations. These activities include annual review and update of this Debris Management Plan; maintenance of pre-positioned debris removal and monitoring contracts; identification and evaluation of Debris Management Site locations; staff training on debris management procedures and FEMA documentation requirements including Florida Recovery Obligation Calculation (FROC) form completion; GIS map updates and collection sector development; public education efforts regarding debris separation and placement; contractor coordination meetings; equipment inspections; and pre-storm staging planning.

Phase I — Response

Expected Duration: 0–7 Days Following Impact

The primary objective during the Response Phase is the protection of life, safety, and emergency access throughout the City of Bradenton.

Initial Push Operations. The City may conduct emergency roadway clearance operations utilizing force account personnel, mutual aid resources, and emergency contractors. The objective of push operations is not the removal of debris but rather the immediate restoration of emergency access along critical transportation routes. During push operations, debris may be pushed to the shoulder of the roadway to allow passage by emergency vehicles, utility crews, search and rescue personnel, and public safety agencies.

Initial Priorities. Emergency clearance operations should be prioritized as follows:

- Priority One: Search and rescue routes, emergency shelters, fire stations, police facilities, hospitals, Public Safety Operations Center (PSOC) and Manatee County Emergency Operations Center.
- Priority Two: Water treatment facility at 5600 Natalie Way, Water Reclamation Facility (WRF), 1810 1st St, utility infrastructure, and fuel distribution locations.
- Priority Three: Major transportation corridors, City of Bradenton (CoB) City Hall, Bradenton Fire Department Fire Stations 1 – 3, Bradenton Police Department Building, CoB facilities, public works and utilities facilities, and Debris Management Sites.

Contractor Mobilization. During Phase I, the City may activate the debris removal contract and the debris monitoring contract, establish staging areas, certify contractor hauling vehicles, prepare DMS locations for activation, establish collection sectors, and conduct preliminary damage assessments.

4.4 Damage Assessment and Debris Estimation

Following the impact of a disaster event, the City shall conduct a preliminary damage assessment to determine the types of debris generated, estimated debris quantities, areas of concentration, waterway impacts, facility impacts, and resource requirements. Assessment methods may include ground reconnaissance, drone surveys, GIS analysis, contractor assessments, and coordination with state and federal agencies.

The results of the preliminary damage assessment shall assist the City in determining operational priorities, refining debris quantity estimates, activating appropriate contract resources, establishing collection schedules, and supporting requests for state and federal disaster assistance.

Coordination with Manatee County First-In-Teams and EOC will be necessary to develop and maintain a clear initial operational picture.

4.5 Recovery Operations

Expected Duration: 7–180 Days Following Impact

The Recovery Phase represents the most resource-intensive phase of debris management operations and focuses on the systematic removal, reduction, processing, recycling, and disposal of disaster-generated debris from public rights-of-way and other eligible locations.

Collection Operations. Residents shall be instructed to place eligible storm-generated debris at the public right-of-way adjacent to their property. Residents shall be encouraged to separate debris into the following categories: vegetative debris, construction and demolition (CandD) debris, white goods, electronic waste, household hazardous waste (HHW), and mixed debris. Collection schedules shall be publicly advertised through the methods described in Section 14 of this plan.

Debris Collection Methodology. The City and its debris removal contractor may utilize mechanical collection methods including grapple truck operations, front-end loader operations, excavator operations, and specialty debris equipment. The collection methodology shall be selected based on debris type, accessibility, safety considerations, and operational efficiency.

Gated communities and Home Owners Associations may require the execution of a Right of Entry (ROE) to facilitate the pickup of debris inside private communities. The City can assist in establishing contact with representatives in these communities, but it will be the contractor's responsibility to execute any required ROE(s).

4.6 Debris Removal Priorities

During Recovery Phase operations, debris removal priorities shall generally follow the order below:

- Priority 1 — Emergency Access Routes. Clearance and removal of debris from designated emergency access routes and critical transportation corridors.
- Priority 2 — Critical Facilities. Removal of debris from critical public facilities including hospitals, fire stations, police facilities, water and wastewater treatment plants, and shelters.
- Priority 3 — Public Rights-of-Way. Systematic collection and removal of eligible debris from publicly maintained rights-of-way throughout all collection sectors.
- Priority 4 — Municipal Facilities and Parks. Removal of debris from City-owned facilities, parks, and recreational areas.
- Priority 5 — Waterway Debris Operations. Removal of disaster-generated debris from waterways, canals, marinas, and shoreline areas as described in Section 4.7.
- Priority 6 — Private Property Debris Removal. Removal of debris from private property, if authorized by the City Manager or designee in accordance with Section 9 of this plan.

The Debris Manager may adjust removal priorities as necessary based on evolving conditions, public health and safety considerations, and direction from City leadership or the Incident Commander.

4.7 Waterway Debris Removal Operations

Due to the City of Bradenton's location along the Manatee River and its proximity to coastal and tidally influenced waterways, waterway debris management shall be a significant operational component following major disaster events.

Waterway debris operations may include navigation hazard removal, floating debris removal, marina debris removal, derelict vessel removal, dock and pier debris removal, stormwater conveyance debris removal, and canal and shoreline debris removal. The City may coordinate waterway debris operations with the Florida Fish and Wildlife Conservation Commission (FWC), the United States Coast Guard (USCG), the United States Army Corps of Engineers (USACE), the National Oceanic and Atmospheric Administration (NOAA), the Florida Department of Environmental Protection (FDEP), and the USDA Natural Resources Conservation Service (NRCS).

Specific waterway priority areas and maps shall be maintained in Attachment 4-A.

4.8 Specialty Debris Operations

Certain categories of disaster-generated debris require specialized handling, collection, and disposal procedures. Specialized debris operations may include the removal of leaners and hangers (damaged trees posing an imminent threat), hazardous stumps, white goods, electronic waste, household hazardous waste, vehicles, vessels, sand and sediment, demolition debris, and disaster-generated mud and sediment.

Specialized task orders may be issued to the debris removal contractor as needed to address specific debris categories, geographic areas, or operational requirements that fall outside the scope of standard right-of-way collection operations.

4.9 Debris Reduction Operations

The City and its debris removal contractor may utilize one or more debris reduction methods to reduce the volume of collected debris prior to final disposal. Reduction operations shall be conducted at authorized Debris Management Sites in accordance with applicable environmental regulations and FEMA eligibility requirements.

Grinding and Chipping. Grinding and chipping is the preferred method for the reduction of vegetative debris. This method produces mulch or wood chips that may be recycled, beneficially reused, or disposed of at an approved facility.

Air Curtain Incineration. Air curtain incineration may be utilized where appropriate and approved by applicable regulatory agencies, including the Florida Department of Environmental

Protection (FDEP). Air curtain burning operations shall comply with all applicable air quality permits, setback requirements, and safety provisions.

Recycling. The City shall maximize recycling opportunities whenever it is feasible. Materials suitable for recycling, including metals, concrete, asphalt, and clean wood, shall be separated and directed to appropriate recycling facilities.

Volume Reduction. Additional volume reduction methods may include compaction, separation, and processing activities approved by applicable regulatory agencies.

4.10 Final Disposal

Reduced and processed debris shall be transported to approved final disposal locations, which may include approved landfills, recycling facilities, composting facilities, approved reduction facilities, and other permitted disposal facilities. The City shall ensure that all final disposal locations comply with applicable state and federal regulations, possess the necessary operating permits, and have adequate capacity to receive disaster-generated debris.

4.11 Debris Management Site (DMS) Operations

Temporary Debris Management Sites (DMS) shall be established and operated in accordance with FEMA requirements, FDEP guidance, applicable environmental regulations, and contract specifications. For planning purposes, Tropicana Plaza (1706 9th Street E, Bradenton, FL 34208) shall serve as the City's primary DMS, subject to final site verification, environmental review, and operational suitability analysis as described in Section 8.3 of this plan.

DMS operations shall include debris receipt and inspection, load ticket validation, segregation of debris by type, temporary storage, reduction operations (grinding, chipping, and air curtain incineration where authorized), recycling, contractor management, monitoring operations, and final site restoration upon the conclusion of debris management activities.

4.12 Closeout Operations

Upon completion of debris removal and processing activities, the City shall conduct orderly closeout operations to ensure proper documentation, financial reconciliation, and regulatory compliance. Closeout activities shall include completion of all remaining debris removal operations, DMS remediation and environmental inspections, contractor reconciliation and final invoicing, FEMA documentation review and project worksheet development, financial reconciliation, and final reporting to state and federal agencies.

The City shall maintain all records necessary to support reimbursement requests, respond to audit inquiries, and satisfy record retention requirements established by FEMA, the Florida Division of Emergency Management, and applicable City policies. This includes FROC forms required by FDEM for FEMA’s public assistance program processes for documenting the cost of activities and expenses.

4.13 Operational Flexibility

The City recognizes that no two disasters are identical and that debris management operations must be adaptable to the unique conditions presented by each event. Accordingly, the operational procedures outlined in this section may be modified by the Debris Manager, Incident Commander, Unified Command, or City leadership as necessary to address incident-specific conditions while maintaining compliance with applicable laws, regulations, and reimbursement requirements. Any significant modifications to operational procedures shall be documented and communicated to all affected personnel, contractors, and monitoring staff.

SECTION 5 – ORGANIZATION, ROLES AND RESPONSIBILITIES

5.1 Organization

The City of Bradenton has established a debris management organizational structure designed to provide clear lines of authority, defined roles, and coordinated operations during disaster debris management activities. This structure operates within the City's broader Emergency Operations Plan and is consistent with the National Incident Management System (NIMS).

The organizational hierarchy for debris management operations is as follows:

City Administrator → Public Safety Operations Center / Recovery Organization → Public Works and Utilities Director → Debris Manager → Debris Management Site Coordinator → Debris Removal Contractor and Debris Monitoring Contractor → Field Operations / Collection Operations / DMS Operations

Additional City departments shall provide operational, administrative, and logistical support as necessary. This organizational structure is scalable and may be expanded or modified to address the specific scope and complexity of a given disaster event, as described in Section 5.9.

Debris operations may be managed through the City's Public Safety Operations Center (PSOC), Recovery Organization, or Unified Command structure depending upon the magnitude and complexity of the disaster.

The City recognizes that debris management is one of the most resource-intensive recovery functions and requires close coordination among City departments, contractors, state agencies, and federal agencies.

The Public Works and Utilities Department (PWU) shall serve as the lead department for disaster debris management operations.

5.2 Key Positions

5.2.1 Debris Manager

The Debris Manager shall be appointed by the City and shall serve as the single point of authority for the planning, coordination, and execution of all disaster debris management operations. The Debris Manager is responsible for implementing the City's Disaster Debris Management Plan, activating debris removal and monitoring contracts, and establishing operational priorities. This position coordinates debris collection sector assignments, oversees all debris removal and DMS operations, and approves task orders issued to contractors. The Debris Manager serves as the City's primary liaison with state and federal agencies on debris-related matters, coordinates FEMA reimbursement activities, monitors contractor performance, and provides regular status reports to City leadership. The Debris Manager is also responsible for ensuring that all debris operations comply with applicable safety, environmental, and regulatory requirements, including those established by OSHA, FDEP, FEMA, and the City of Bradenton.

Responsibilities

• Implement the City Debris Management Plan.

• Coordinate debris management activities with the PSOC, City leadership and County EOC/ESF-3.

• Activate debris removal and monitoring contracts.

• Establish operational priorities.

• Coordinate debris collection sectors.

• Oversee debris removal operations.

• Coordinate waterway debris operations.

• Approve task orders issued to contractors.

• Monitor contractor performance.

• Coordinate with state and federal agencies.

• Provide status reports to City leadership.

• Coordinate FEMA reimbursement activities.

• Resolve operational issues.

• Ensure compliance with safety, environmental, and regulatory requirements.

5.2.2 Debris Management Site Coordinator

The Debris Management Site Coordinator shall oversee the activation, operation, and closure of all Temporary Debris Management Sites (DMS) utilized during recovery operations. This position is responsible for coordinating site preparation, managing day-to-day DMS operations, ensuring environmental compliance at all DMS locations, and overseeing debris reduction and processing activities. The DMS Coordinator works closely with the debris monitoring personnel to ensure proper documentation of all site activities and coordinates site security, contractor operations, and ultimate site restoration upon completion of debris management operations.

5.3 Debris Removal Contractor

The City has pre-positioned a competitively procured standby contract with a debris removal contractor. Services to provide comprehensive debris removal services, including debris collection, hauling, reduction, disposal, waterway debris removal, DMS operations, and related recovery support.

Upon contract activation, the debris removal contractor shall mobilize qualified personnel, equipment, and supervisory staff to establish collection operations across designated sectors of the City. The contractor is responsible for removing disaster-generated debris from public rights-of-way, transporting debris to approved DMS locations and final disposal facilities, operating debris reduction equipment, coordinating recycling activities, managing subcontractors, and conducting waterway debris removal operations as directed. The debris removal contractor shall also operate temporary debris management sites, maintain compliance with all applicable safety and environmental regulations, restore DMS locations upon completion of operations, and maintain all documentation required by FEMA for reimbursement purposes. The contractor shall submit daily operational reports and coordinate continuously with City personnel and debris monitoring staff throughout the recovery period.

5.4 Debris Monitoring Contractor

The City has pre-positioned a competitively procured standby contract to provide independent debris monitoring, documentation, reporting, GIS support, and FEMA reimbursement support services throughout the duration of debris management operations.

The debris monitoring contractor is responsible for overseeing debris collection and DMS operations; validating debris eligibility; measuring and certifying hauling vehicles; managing load tickets; verifying compliance with contract terms and FEMA requirements; documenting debris quantities and operations; maintaining GIS mapping, dashboards, and photographic records; preparing daily reports; monitoring environmental compliance; assisting with FEMA documentation and project formulation; and supporting final quantity reconciliation, invoice review, and project closeout.

5.5 City Departments and Supporting Agencies

5.5.1 City Administrator

The City Administrator provides executive oversight of all debris management activities, authorizes emergency actions, approves major expenditures, coordinates policy decisions, and provides strategic direction for the recovery effort.

5.5.2 Public Works and Utilities Department

The PWU serves as the lead City department for debris management operations. PWU is responsible for conducting emergency push operations to restore access on critical transportation corridors, supporting DMS site preparation, coordinating the deployment of force account resources (personnel, equipment, and materials), supporting contractor operations, and assisting with damage assessments.

PWU is responsible for assessing damages to City parks and recreational facilities, coordinating debris removal from park properties, identifying hazardous trees requiring removal, coordinating restoration activities for impacted park facilities, and supporting debris staging activities at park locations if necessary.

PWU personnel also coordinate roadway and site restoration activities following the completion of debris removal.

5.5.3 Finance Department

The Finance Department is responsible for tracking all disaster-related expenditures, maintaining reimbursement documentation, processing contractor invoices, monitoring project costs against approved budgets, supporting FEMA Public Assistance reimbursement activities, and coordinating audit preparation. The Finance Department shall maintain financial records in a format that supports FEMA project worksheet development and complies with 2 CFR Part 200 requirements.

5.5.4 Purchasing Department

The Purchasing Department administers all debris-related contracts, coordinates emergency procurement activities when pre-event contracts are insufficient, maintains procurement documentation in accordance with the City Charter, City Code of Ordinances, Florida Statutes, and applicable federal procurement standards, ensures compliance with all procurement requirements that support FEMA reimbursement eligibility, and supports contract modifications as operational needs evolve.

5.5.5 Legal Department

The Legal Department provides legal guidance throughout debris management operations, reviews emergency contracts and procurement actions, assists with right-of-entry agreements and private property debris removal (PPDR) legal instruments, supports claims management, and reviews emergency ordinances or resolutions as needed to support the City's debris management authority.

5.5.6 Public Information Officer

The Public Information Officer (PIO) is responsible for developing and coordinating all public messaging related to debris management operations, including debris collection announcements, media releases, public information campaigns, collection schedules, and public outreach efforts. The PIO coordinates with the Debris Manager, the EOC, and City leadership to ensure consistent, accurate, and timely communication with the public throughout the recovery process.

5.5.7 Information Technology / GIS

The Information Technology Department maintains GIS resources and platforms utilized during debris management operations, supports debris collection mapping and progress tracking, maintains operational dashboards, manages data systems, and supports FEMA documentation efforts through geospatial analysis and reporting.

5.6 Manatee County Agencies

Manatee County Emergency Management coordinates countywide emergency operations, facilitates resource requests, coordinates state-level support, and supports debris management activities within the county.

Manatee County Public Works conducts debris operations on County-maintained roadways within or adjacent to the City, coordinates transportation and traffic management issues affecting debris operations, and provides mutual aid support as requested.

5.7 State Agencies

Florida Division of Emergency Management (FDEM) serves as the lead state agency responsible for coordinating state-level emergency management assistance, providing technical guidance on debris management operations, supporting FEMA coordination, and assisting the City with reimbursement activities and Public Assistance program administration.

Florida Department of Environmental Protection (FDEP) provides environmental oversight and guidance for DMS operations, reviews and approves DMS site utilization as applicable,

coordinates household hazardous waste (HHW) management activities, and supports DMS site closure and environmental restoration requirements.

Florida Fish and Wildlife Conservation Commission (FWC) coordinates derelict and disaster-damaged vessel removal, supports waterway debris operations, and assists with the identification and removal of navigational hazards in waterways within or adjacent to the City.

5.8 Federal Agencies

Federal Emergency Management Agency (FEMA) provides Public Assistance program guidance, reviews reimbursement eligibility, conducts project reviews and Environmental and Historic Preservation (EHP) assessments, and supports disaster recovery operations through technical assistance and project worksheet development.

United States Army Corps of Engineers (USACE) supports waterway debris removal operations, provides technical assistance related to navigable waterways and federal flood control infrastructure, and may coordinate emergency debris removal missions under federal authority.

United States Coast Guard (USCG) coordinates the identification and removal of navigational hazards from waterways, supports vessel recovery operations, and coordinates marine safety activities in navigable waters affected by disaster debris.

USDA Natural Resources Conservation Service (NRCS) assists with waterway debris removal programs and supports Emergency Watershed Protection activities in areas affected by disaster-related erosion, sedimentation, or debris accumulation.

5.9 Span of Control and Scalability

The City recognizes that disaster impacts vary significantly in size and complexity. This organizational structure is intended to be scalable and may be expanded or modified as necessary to address incident-specific conditions.

Additional personnel, contractors, agencies, and technical specialists may be assigned as conditions warrant.

The Debris Manager shall retain authority to recommend organizational modifications necessary to support efficient debris management operations while maintaining compliance with NIMS, FEMA requirements, and City policies.

SECTION 6 – DEBRIS MONITORING OPERATIONS

6.1 Purpose

The purpose of debris monitoring is to ensure that all debris management activities conducted within the City of Bradenton are properly documented, accurately measured, eligible for FEMA reimbursement, and performed in compliance with applicable federal, state, and local requirements. Debris monitoring provides accountability for debris collection, transportation, reduction, recycling, and disposal activities and serves as the primary basis for validating contractor invoices and supporting reimbursement requests submitted to the Federal Emergency Management Agency (FEMA), the Florida Division of Emergency Management (FDEM), and other funding agencies.

The City shall utilize an independent debris monitoring contractor to provide monitoring, documentation, reporting, and compliance services throughout the duration of debris management operations.

6.2 Monitoring Objectives

The objectives of debris monitoring operations are to verify that collected debris is disaster-generated and eligible for FEMA reimbursement; to ensure that all debris removal activities are conducted within authorized work areas; to validate contractor performance against contract terms and applicable regulations; to accurately document debris quantities using approved measurement and documentation methods; to prevent duplicate payments through independent load ticket management and reconciliation; to support invoice review and reconciliation processes; and to maintain comprehensive documentation necessary to support FEMA reimbursement applications and withstand future audit review. The monitoring program serves as the City's primary mechanism for protecting public funds through independent third-party oversight of contracted debris operations.

6.3 Monitoring Organization

The debris monitoring contractor shall be structured to provide continuous oversight of all collection, transportation, and DMS activities. The monitoring contractor shall include the following functional positions:

The Monitoring Project Manager is responsible for overall management and coordination of monitoring operations, serving as the primary point of contact between the monitoring contractor and the City's Debris Manager. Field Supervisors direct and oversee field monitoring personnel deployed throughout collection sectors. Field Monitors observe and document debris collection activities at the point of collection, verifying eligibility, location, debris type, and contractor compliance. Tower Monitors are positioned at DMS locations and disposal facilities to observe

debris unloading, verify truck certifications and load ticket information, estimate load fullness, and serve as the final verification point for debris quantity documentation. DMS Monitors observe debris reduction, processing, segregation, and recycling activities at temporary debris management sites. GIS and Data Specialists maintain GIS mapping platforms, operational dashboards, and data reporting systems. Documentation Specialists manage invoice reconciliation, load ticket processing, and FEMA documentation support.

6.4 Debris Monitoring Contractor

The City may utilize a contractor to provide comprehensive debris monitoring services, including field monitoring of collection operations, tower monitoring at DMS locations and disposal facilities, DMS monitoring of reduction and processing activities, truck certification, GIS mapping and operational dashboard support, Automated Debris Management System (ADMS) administration, FEMA documentation support, environmental compliance monitoring, daily operational reporting, contractor invoice reconciliation, and project closeout support.

6.5 Types of Monitoring

Field Monitoring

Field monitors shall observe debris collection activities occurring throughout the City. At the point of collection, field monitors verify the work location, debris eligibility, contractor compliance with contract terms, collection methods, debris segregation practices, and safety compliance. Field monitors document operations using GPS-enabled mobile devices, GIS applications, photographic documentation, and ADMS systems to create a verifiable record of collection activities.

Tower Monitoring

Tower monitors shall be positioned at DMS locations and final disposal facilities to serve as the final verification point for debris quantity documentation. Tower monitors verify truck certification and identification, observe debris unloading, estimate load fullness as a percentage of certified truck capacity, validate debris type and segregation, identify and document mixed loads, verify load ticket information, document load discrepancies, and prevent duplicate ticket usage. Tower monitoring records are critical to the integrity of the City's reimbursement documentation.

Debris Management Site Monitoring

Monitoring personnel assigned to DMS locations shall verify and document all site activities, including debris receipt and acceptance, debris segregation by type, reduction operations (grinding, chipping, and air curtain burner activities where authorized), recycling operations,

environmental compliance with FDEP and FEMA requirements, site safety conditions, contractor performance, and site restoration activities upon completion of operations.

Waterway Debris Monitoring

Following major storm events, monitoring personnel may be deployed to document waterway debris removal operations, including vessel removal, navigation hazard identification and removal, floating debris collection, marina and shoreline debris removal, waterway access restrictions, and environmental conditions. Specialized monitoring procedures shall be utilized for marine operations in coordination with FWC, USCG, USACE, FDEP, and NOAA, as applicable.

6.6 Truck Certification Program

Prior to the commencement of debris collection activities, all contractors hauling vehicles shall be measured and certified by the monitoring contractor. The certification process documents each vehicle's identification number, contractor affiliation, physical dimensions, calculated cubic yard capacity, and assigns a unique truck identification number. Certification photographs and documentation shall be maintained by the debris monitoring contractor throughout the duration of operations. No vehicle may participate in debris collection or hauling operations without proper certification. Recertification may be required if vehicles are modified or if certification integrity is questioned.

6.7 Load Ticket Management

Load tickets serve as the primary source document supporting FEMA reimbursement for debris removal operations. The City may utilize either a paper-based load ticket system or an Automated Debris Management System (ADMS). Each load ticket shall document, at a minimum, the ticket number, date, collection sector, certified truck number, debris type, contractor information, collection location, disposal or DMS location, monitor signatures, and GPS coordinates when available. Load tickets shall be issued, tracked, reconciled, and retained in a manner that provides a complete, verifiable chain of documentation from the point of collection through final disposition.

6.8 Automated Debris Management System (ADMS)

The City may utilize an Automated Debris Management System to improve the accuracy, accountability, and efficiency of debris monitoring and documentation. ADMS capabilities include GPS tracking of hauling vehicles, electronic load ticket issuance and management, mobile field applications for monitors, real-time operational dashboards and reporting, GIS integration, photographic documentation, real-time operational monitoring, automated invoice reconciliation, and FEMA-compliant reporting. The City's monitoring contractor shall be

responsible for administering and maintaining the ADMS platform throughout the duration of operations.

6.9 Documentation Requirements

The monitoring contractor shall maintain documentation sufficient to support FEMA reimbursement requests, project worksheet development, and future audit review. Documentation shall be organized into the following categories:

Collection Documentation shall include load tickets, GPS records, collection area maps, photographic documentation, and daily collection reports. DMS Documentation shall include tower monitoring reports, reduction and processing reports, recycling reports, environmental compliance reports, and site inspection records. Contractor Documentation shall include equipment utilization logs, personnel records, truck certification files, and daily production reports. Financial Documentation shall include invoice reconciliation records, quantity validation reports, payment records, and documentation of any contract modifications.

6.10 GIS and Mapping

The City and the debris monitoring contractor shall maintain GIS-based debris management maps to support operational planning, progress tracking, and FEMA documentation. Maps shall depict collection sectors and boundaries, debris collection progress by area, DMS locations, waterway debris locations and removal progress, contractor assignments, completed collection areas, and FEMA project areas.

6.11 Daily Reporting

The monitoring contractor shall prepare daily reports summarizing debris collection quantities (cubic yards collected by debris type and sector), collection progress relative to estimated totals, DMS activities and processing volumes, waterway debris operations, safety issues and incidents, environmental compliance observations, contractor performance and resource utilization, and any operational concerns requiring Debris Manager attention. Reports shall be provided to the Debris Manager and other designated City personnel on a daily basis throughout the duration of active operations.

6.12 Invoice Review and Reconciliation

Prior to the approval of any contractor payment, all invoices shall be reviewed and reconciled against monitoring records by the monitoring contractor. The review process shall verify reported quantities against load ticket records, confirm unit prices against contract rates, validate task order compliance, confirm FEMA eligibility of invoiced work, and ensure the availability of

sufficient supporting documentation. No invoice shall be approved for payment without adequate supporting documentation and monitoring contractor verification.

6.13 Environmental Compliance Monitoring

Monitoring personnel shall observe and document environmental conditions at collection sites, DMS locations, and disposal facilities throughout debris operations. Environmental monitoring shall address FDEP regulatory requirements, FEMA Environmental and Historic Preservation (EHP) requirements, protected species considerations, wetland and buffer zone protection, water quality and stormwater management, and DMS operating conditions. Any observed environmental concerns or potential violations shall be reported immediately to the Debris Manager for corrective action.

6.14 Damage Documentation

Monitoring personnel shall observe and document any damage caused by debris collection or hauling operations to public or private property, utilities, roadways, sidewalks, curbing, landscaping, or other infrastructure. Photographic documentation and written reports shall be prepared and maintained to support the City's damage claims process and contractor accountability.

6.15 Audit Readiness

The City recognizes that debris management operations are subject to review and audit by FEMA, the Florida Division of Emergency Management, the State Auditor General, the Office of Inspector General, and other funding agencies. Accordingly, all monitoring records, load tickets, truck certifications, daily reports, invoices, financial documentation, and supporting materials shall be retained in accordance with applicable federal and state records retention requirements. The City and the debris monitoring shall maintain all documentation in an organized, indexed, and auditable format to support reimbursement claims, project closeout activities, and potential audit inquiries.

6.16 Project Closeout Support

Upon completion of debris management operations, the monitoring contractor shall assist the City with final quantity reconciliation across all collection sectors and DMS locations, FEMA project formulation and project worksheet development, documentation assembly and organization, DMS closeout documentation and site restoration verification, final contractor invoice reconciliation, audit preparation, and final reporting to City leadership and funding agencies. Monitoring activities shall continue until all debris management projects are completed, reconciled, and accepted by the City.

SECTION 7 – COMMUNICATIONS PLAN

7.1 Purpose

Effective communications are critical to the successful implementation of debris management operations. This Communications Plan establishes procedures for the exchange of information among City personnel, contractors, monitoring personnel, partner agencies, elected officials, and the public during all phases of debris management activities.

The City of Bradenton shall utilize multiple, redundant communication methods to ensure continuous operational coordination throughout preparedness, response, recovery, and closeout phases. This plan is designed to facilitate coordination among all debris management stakeholders, support emergency response and recovery decision-making, improve situational awareness at all levels of the organization, provide timely and accurate information to decision makers, support public outreach and education regarding debris operations, maintain accountability and documentation of operational communications, and ensure continuity of operations in the event of communication system disruptions.

7.2 Communications Objectives

The primary communications objectives during debris management operations are to maintain reliable, continuous communications between City personnel and contractors; to support real-time operational decision-making through timely information sharing; to coordinate debris collection, DMS, and waterway operations across all active sectors; to provide accurate and consistent public information regarding debris operations; to facilitate FEMA documentation requirements through systematic reporting; to support GIS-based situational awareness and debris monitoring systems; to maintain communications redundancy in the event of system failures; and to ensure responder and public safety through effective emergency communication.

7.3 Operational Communications

The City shall utilize a combination of primary and secondary communications systems during debris management operations to ensure reliable connectivity across all operational elements.

Primary communication methods include the City radio system, cellular telephones, mobile data systems, electronic mail, GIS-based operational dashboards, web-based platforms, and the Automated Debris Management System (ADMS). Secondary communication methods, available for use when primary systems are degraded or unavailable, include satellite communications, portable radios, mutual aid communication systems, emergency notification systems, and web conferencing platforms.

7.4 Emergency Operations Center Communications

When activated, the Public Safety Operations Center (PSOC) shall serve as the central coordination point for all debris management communications. The PSOC is responsible for resource coordination and allocation, situation reporting to City leadership and external agencies, contractor coordination and oversight, state and federal agency coordination, public information coordination through the PIO, damage assessment reporting, GIS support and mapping, and incident documentation. The Debris Manager shall maintain continuous communication with the PSOC throughout the duration of debris management operations.

7.5 Contractor Communications

Debris Removal Contractor

The debris removal contractor shall maintain ongoing communication with the Debris Manager, the PWU Department, debris monitoring personnel, DMS management personnel, and PSOC representatives. The contractor shall provide daily operational reports, resource status reports, safety reports, production reports, damage reports, and emergency notifications as required. Communication frequency and methods shall be established during contract activation and may be adjusted as operational conditions warrant.

Debris Monitoring Contractor

The debris monitoring contractor shall maintain ongoing communication with the Debris Manager, Debris Removal Contractor, DMS management personnel, GIS support personnel, the Finance Department, and FEMA support personnel. The debris monitoring shall provide daily monitoring reports, collection progress reports, DMS activity reports, GIS updates and mapping products, documentation status reports, and invoice reconciliation reports. Reporting frequency shall be established during contract activation and adjusted as needed to support operational tempo.

7.6 GIS and Operational Dashboard Communications

The City shall utilize GIS-based platforms and operational dashboards to improve situational awareness and support data-driven decision-making during debris operations. GIS resources shall be used to display debris collection sectors and boundaries, collection progress by area and sector, DMS activity and capacity utilization, waterway debris locations and removal progress, contractor assignments, completed collection areas, priority facilities and critical infrastructure, and roadway status information.

7.7 Public Information Communications

The City shall maintain an active public information program throughout the duration of debris management operations. Public communications shall include press releases, City website updates, social media messaging, public service announcements, community meetings, emergency notification system alerts, printed informational materials, and media briefings. The Public Information Officer (PIO) shall coordinate all public messaging regarding debris operations to ensure consistency, accuracy, and timeliness.

7.8 Public Debris Collection Information

The City shall provide clear, accessible information to residents regarding debris collection schedules and anticipated timelines, debris separation requirements by type, eligible and ineligible debris categories, proper debris placement at the public right-of-way, household hazardous waste collection procedures, white goods handling procedures, waterway debris reporting procedures, and private property debris removal programs (if activated). All public-facing information shall be distributed through multiple channels in a clear, consistent, and accessible manner to maximize public participation and collection efficiency.

7.9 State and Federal Agency Communications

The City shall maintain coordinated communications with applicable state and federal agencies throughout debris management operations. FDEM shall receive situation reports, resource requests, technical assistance inquiries, and reimbursement-related correspondence. FEMA coordination shall include damage assessment support, project development and worksheet formulation, documentation reviews, and eligibility determinations. FDEP shall be consulted regarding DMS approvals, environmental compliance, and HHW coordination. FWC shall be engaged for vessel removal and waterway debris operations, and USACE shall be consulted for waterway debris assistance and technical support as applicable.

7.10 Interagency Coordination

The City may coordinate debris management activities with Manatee County, adjacent municipalities, state and federal agencies, utility providers, volunteer organizations, and private contractors through a variety of mechanisms including PSOC briefings, Unified Command meetings, situation reports, conference calls, GIS-based platforms, and Incident Action Plans. Interagency coordination shall be maintained throughout all phases of debris operations to avoid duplication of effort, share situational awareness, and optimize the deployment of available resources.

7.11 Daily Reporting

The following reports shall be prepared during active debris operations:

The Daily Debris Report shall summarize cubic yards collected by debris type and sector, collection progress, contractor status, and resource utilization. The DMS Report shall document incoming debris volumes, reduction and processing activities, and any site-related issues. The Waterway Debris Report shall document vessel removals, navigation hazard clearance, and waterway debris removal progress. The Monitoring Report, prepared by The debris monitoring organization, shall summarize collection observations, compliance issues, documentation status, and quantity verification activities. Reports shall be distributed to the Debris Manager, City leadership, and other designated recipients on a daily basis.

7.12 Redundancy and Continuity

The City recognizes communication systems may be significantly degraded or entirely unavailable during and immediately following a major disaster event. Accordingly, the City shall maintain communications redundancy through the availability of multiple radio systems, diverse cellular carriers, mobile hotspot devices, satellite communications capabilities, portable communications equipment, and alternative reporting methods. In the event that primary communication systems fail, the City shall transition to available backup systems to maintain continuity of debris management operations, contractor coordination, and public information dissemination. The Debris Manager shall assess communications capabilities immediately following a disaster event and implement contingency communications procedures as necessary.

7.13 Documentation and Records Management

Communications records generated during debris operations shall be retained in accordance with applicable records retention requirements.

Records may include:

• Situation reports (SITREPs)

• Emails

• Meeting notes

• GIS products

• Public information releases

• Resource requests

• Contractor communications

• Incident Action Plans

These records may be utilized to support FEMA reimbursement requests, audits, and after-action reviews.

7.14 After-Action Communications Review

Following major debris management operations, the City shall conduct a communications review to identify:

• Strengths

• Areas for improvement

• Technology needs

• Coordination opportunities

• Lessons learned

Findings shall be incorporated into future revisions of this Debris Management Plan and related emergency management documents.

SECTION 8 – DEBRIS MANAGEMENT SITES

8.1 Purpose

Temporary Debris Management Sites (DMS) are critical components of the City of Bradenton's debris management strategy. DMS locations provide temporary areas for the receipt, staging, segregation, reduction, storage, monitoring, recycling, and transfer of disaster-generated debris.

The use of DMS locations allows the City to rapidly clear public rights-of-way and restore access while providing a controlled environment for debris processing and documentation.

The City shall establish and operate DMS locations in accordance with:

• FEMA Public Assistance Program requirements

• Florida Division of Emergency Management (FDEM) guidance

• Florida Department of Environmental Protection (FDEP) requirements

• Applicable environmental regulations

• Contract requirements

• Local ordinances

8.2 Debris Management Site Strategy

The City recognizes that direct hauling of disaster-generated debris to final disposal facilities may not be practical following a major disaster.

Accordingly, temporary DMS locations may be utilized to:

• Improve collection efficiency

• Reduce transportation costs

• Facilitate debris segregation

• Support recycling operations

• Reduce pressure on regional landfills

• Improve debris monitoring

• Facilitate FEMA documentation

• Support waterway debris operations

The City may activate one or more DMS locations depending upon the magnitude of the disaster.

8.3 Primary Debris Management Site

Tropicana Plaza

Site Designation Status

Tropicana Plaza has been identified as the City's primary Temporary Debris Management Site for planning purposes. Activation of this site is subject to:

- Final site verification and physical inspection
- Environmental review and baseline assessment
- Operational suitability analysis
- Florida Department of Environmental Protection (FDEP) notification and/or approval
- FEMA Environmental and Historic Preservation (EHP) review
- Coordination with the property owner (if not City-owned)
- Applicable local permitting and regulatory approvals

Primary Uses

Upon activation, Tropicana Plaza shall serve as the central location for the following debris management activities:

- Vegetative debris staging and storage
- Construction and demolition (CandD) debris staging and storage
- Debris reduction operations (grinding, chipping, and air curtain burning where authorized)
- Recycling operations (metal recovery, white goods processing, electronic waste staging)
- Debris monitoring and documentation (tower monitoring, load ticket verification)
- Contractor staging and equipment parking
- Temporary debris storage prior to final disposal
- Administrative operations (contractor/monitoring trailers, meeting areas)

Pre-Activation Requirements

Prior to placing the Tropicana Plaza DMS into operational status, the Debris Manager shall ensure the following actions are completed:

1. Baseline Environmental Assessment — Conduct and document a pre-use site inspection, including photographic documentation, soil conditions assessment, existing vegetation inventory, and identification of any environmental features (e.g., wetlands, drainage features, protected species habitat, or historically significant resources) within or adjacent to the site.
2. Baseline Soil Sampling — Collect and retain baseline soil samples from representative locations across the site to establish pre-event conditions for comparison during site closure and restoration. Sampling protocol shall comply with FDEP guidance and FEMA requirements.
3. Baseline Aerial/Photographic Documentation — Obtain pre-event aerial photography or drone imagery of the site to document existing conditions for restoration comparison and FEMA documentation purposes.
4. Stormwater Assessment — Evaluate existing stormwater infrastructure, drainage patterns, and best management practices (BMPs) to determine what controls are necessary prior to operations. Identify measures to prevent stormwater contamination, including silt fencing, berms, retention areas, and drainage diversion.
5. Access and Traffic Assessment — Evaluate ingress/egress points, turning radii for debris hauling vehicles, internal circulation routing, queue staging capacity, and impacts to adjacent public roadways. Coordinate with the City's Traffic Engineering Division as needed.
6. Regulatory Notifications — Notify FDEP, FEMA, and other applicable regulatory agencies of DMS activation as required. Obtain any necessary temporary use permits or authorizations from City Planning and Zoning.

Site Layout Guidance

The following functional areas shall be established within the Tropicana Plaza DMS. A detailed site layout map shall be developed prior to or concurrent with activation (see Attachment 8-A and 8-B):

Entrance Control Point

- Security checkpoint and access control gate
- Truck identification and certification verification area
- Monitoring station for load ticket processing

Debris Storage Areas (separate, clearly delineated areas for each debris stream)

- Vegetative debris
- Construction and demolition debris
- Mixed debris (requiring further sorting)
- White goods (appliances and refrigeration units)
- Electronic waste
- Household hazardous waste (HHW) separated, bermed, and covered storage area meeting regulatory requirements

Reduction Operations Areas

- Grinding/chipping area for vegetative debris — minimum 100-foot setback from property boundaries and adjacent structures recommended
- Air curtain burner area (if authorized) sited in accordance with FDEP air quality regulations, with adequate separation from debris stockpiles, structures, and adjacent properties

Recycling Areas

- Metal recovery and separation
- White goods processing (including refrigerant removal by certified technicians)
- Electronic waste consolidation and staging

Administrative Area

- Contractor management trailers
- Debris monitoring trailers
- Meeting/briefing area
- Portable sanitation facilities

Equipment Staging Area

- Fueling operations (with spill containment)

- Equipment parking
- Maintenance area

Fire Prevention Infrastructure

- Designated fire lanes between stockpile areas (minimum 20-foot-wide lanes recommended)
- Fire extinguisher locations
- Water supply access point
- Stockpile separation distances per fire prevention best practices

Internal Traffic Circulation

- One-way traffic flow pattern (preferred)
- Designated entry and exit routes
- Queue staging area sufficient to prevent truck backup onto public roadways
- Emergency vehicle access route maintained at all times

Environmental Controls

The following environmental protection measures shall be implemented and maintained throughout DMS operations:

- Stormwater Controls — Silt fencing, berms, sediment traps, and/or retention areas to prevent stormwater contamination and offsite sediment transport
- Spill Prevention — Spill containment kits located at fueling areas and HHW storage; Spill Prevention, Control, and Countermeasure (SPCC) measures for fuel and hazardous materials storage
- Dust Suppression — Water trucks or other dust suppression methods deployed during dry conditions and grinding/chipping operations
- Waste Segregation — Strict segregation of debris streams to prevent cross-contamination; HHW isolated in dedicated containment areas
- Site Inspections — Regular environmental inspections conducted by monitoring personnel; findings documented and reported
- Buffer Zones — Operational setbacks maintained from property boundaries, adjacent residences, surface waters, wetlands, and other sensitive features

Security Measures

Security measures shall be implemented based on operational needs and may include:

- Perimeter fencing (temporary or permanent, as conditions warrant)
- Controlled access with sign-in/sign-out protocols
- Security personnel during and outside operating hours
- Site lighting for nighttime security
- Surveillance cameras at entrance and key operational areas

- Visitor log maintained at the entrance control point

Hours of Operation

DMS operating hours shall be established by the Debris Manager in coordination with City leadership, contractor operations, and neighborhood considerations. Typical operating hours are sunrise to sunset (approximately 7:00 AM to 7:00 PM), with extended hours authorized as needed during peak operations or emergency conditions.

8.4 Additional Debris Management Sites

Depending upon disaster magnitude, additional DMS locations may be identified and activated.

Potential criteria for future DMS locations include:

• Sufficient acreage

• Accessibility

• Distance from residential development

• Environmental suitability

• Traffic circulation

• Utility availability

• Regulatory compliance

Additional DMS locations shall be documented in future updates of this plan.

SECTION 9 – PRIVATE PROPERTY DEBRIS REMOVAL (PPDR)

9.1 Purpose

This section establishes the City of Bradenton's policies, procedures, eligibility criteria, and documentation requirements for the removal of disaster-generated debris from private property. Private Property Debris Removal (PPDR) operations are among the most complex and closely scrutinized elements of a post-disaster debris management program. Accordingly, the City shall implement PPDR activities only when clearly justified by public health, safety, or welfare considerations, and only in conformance with applicable local, state, and federal requirements, including the FEMA Public Assistance Program and Stafford Act provisions governing debris removal from private property.

9.2 General Policy

The City of Bradenton recognizes that disaster-generated debris located on private property may, under specific circumstances, present threats to public health and safety or to improved public property. In such cases, the City may determine that the removal of debris from private property serves an essential public interest. However, the general policy of the City is that property owners bear primary responsibility for the management and disposal of debris located on their property. The City shall only initiate PPDR operations when the Debris Manager, in coordination with City leadership, determines that private property debris conditions meet applicable eligibility criteria and that the public interest in removal outweighs the costs and administrative burden of such operations. All PPDR activities shall be fully documented to support FEMA reimbursement eligibility and future audit requirements.

9.3 Legal Authority

The City may conduct PPDR operations pursuant to local emergency declarations, applicable provisions of the City Code, Florida Statutes, FEMA Public Assistance policies, public health and safety authorities, emergency nuisance abatement authorities, and emergency demolition authorities. The City Attorney shall review all proposed PPDR programs prior to implementation to ensure that adequate legal authority exists and that the rights of property owners and the City are appropriately protected.

9.4 Eligibility Requirements

Prior to conducting PPDR operations, the City shall document the public interest supporting debris removal from private property. Conditions that may justify PPDR activities include, but are not limited to:

Immediate Threats to Life and Safety. Examples include unstable debris piles, fallen trees threatening occupied structures, debris obstructing emergency access, and the presence of hazardous materials on private property that endanger surrounding areas.

Threats to Improved Public Property. Examples include debris threatening public roadways, public utilities, drainage systems, and public facilities.

Economic Recovery Considerations. Examples include large-scale debris accumulations that significantly affect community recovery, debris conditions preventing the reoccupation of residential neighborhoods, and conditions that impair essential community functions.

The City shall coordinate with FEMA and the Florida Division of Emergency Management (FDEM) regarding eligibility determinations whenever practical to ensure that proposed activities remain consistent with current reimbursement guidance.

9.5 Private Property Debris Removal Program Activation

PPDR operations shall only be initiated following explicit approval by the City Manager or designee. Prior to activation, the following factors shall be evaluated: public health impacts, safety impacts, cost considerations, legal considerations, environmental considerations, FEMA reimbursement eligibility, and available resources. The City may activate PPDR operations on a limited or citywide basis depending upon the severity and extent of disaster conditions.

9.6 Right-of-Entry Requirements

Except in situations involving emergency actions authorized by law, property owners shall grant written permission before debris removal activities occur on private property. The City shall obtain a Right-of-Entry (ROE) agreement prior to commencing any work. ROE documents shall include, at a minimum, the following: property owner information, property address, property description, scope of authorized work, access authorization, hold harmless provisions, insurance disclosures, property owner signature, and date of execution. The City shall maintain all executed ROE documents as part of the official project record. A sample Right-of-Entry Agreement is provided in Appendix B and C.

9.7 Hold Harmless and Indemnification

Property owners participating in a PPDR program may be required to execute hold harmless and indemnification agreements. Such agreements may address access authorization, property restoration limitations, insurance claims, liability considerations, ownership representations, and dispute resolution procedures. All forms shall be reviewed by the City Attorney prior to use. A sample Hold Harmless Agreement is provided in Appendix B and C as part of the Right-of-Entry Agreements.

9.8 Residential Property Debris Removal

The City may consider removal of eligible disaster-generated debris from residential properties when eligibility requirements have been satisfied, public interest determinations have been made, and all required documentation has been obtained. Examples of eligible debris may include fallen trees, vegetative debris, structural debris, hazardous debris, and debris threatening improved public property. The City shall thoroughly document all debris removal activities performed on residential properties, including pre-work conditions, work performed, and post-work conditions.

9.9 Commercial Property Debris Removal

Commercial property debris removal is generally ineligible for FEMA reimbursement and remains the responsibility of the property owner. Exceptions may be considered only under extraordinary circumstances and with prior approval from applicable funding agencies. The City shall carefully evaluate any proposed commercial property debris removal activities before implementation and shall consult with FEMA and legal counsel as appropriate.

9.10 Private Roads and Gated Communities

Debris removal from private roads and gated communities may be considered when the roadway provides essential access, the roadway serves a demonstrable public purpose, public health and safety concerns exist, appropriate legal authority has been established, and FEMA eligibility requirements are met. The City shall coordinate with legal counsel before initiating debris removal activities within private communities and shall document the public interest justification for any such activities.

9.11 Demolition of Unsafe Structures

Disaster events may leave structures in an unsafe condition that poses an immediate threat to public health and safety. The City may conduct emergency demolition activities when authorized by applicable law. Examples include partially collapsed buildings, fire-damaged structures, structures at risk of imminent collapse, and structures creating public safety hazards. Prior to demolition, the City shall document the structural conditions, safety concerns, public necessity, legal authority, and environmental considerations. Whenever practical, demolition activities shall be coordinated with the Planning and Community Development Department and the City Attorney.

9.12 Hazardous Trees and Limbs on Private Property

The City may consider the removal of hazardous trees and limbs located on private property when immediate threats exist, public safety is impacted, public infrastructure is threatened, and FEMA eligibility requirements are satisfied. Hazardous tree removal shall be documented in accordance with current FEMA guidance, including documentation of the hazard, the tree diameter at breast height (DBH), species identification where practical, and photographic evidence.

9.13 Waterway Debris on Private Property

The City may encounter disaster-generated debris located on privately owned waterfront property following major storms. Waterway debris removal may be considered when navigation hazards exist, public waterways are impacted, flooding risks are increased, or public infrastructure is threatened. Coordination may be required with the Florida Fish and Wildlife Conservation Commission (FWC), the United States Army Corps of Engineers (USACE), the Florida Department of Environmental Protection (FDEP), the United States Coast Guard (USCG), and affected property owners.

9.14 Monitoring Requirements

All PPDR activities shall be monitored by The debris monitoring contractor or other authorized monitoring personnel. Monitoring activities shall include eligibility verification, photographic documentation, GPS documentation, quantity measurements, load ticket management, property inspections, contractor oversight, and environmental compliance observations. No PPDR work shall be performed without appropriate monitoring and documentation.

9.15 Documentation Requirements

The City shall maintain documentation sufficient to support reimbursement requests and future audits. Documentation shall include:

Property Documentation: Property address, property ownership records, ROE agreements, and legal notices.

Photographic Documentation: Before, during, and after photographs of all work sites.

Mapping Documentation: GPS coordinates, GIS mapping, and property boundary records.

Debris Documentation: Debris quantities, load tickets, and disposal records.

Monitoring Documentation: Field reports, inspection reports, and eligibility determinations.

9.16 Environmental Compliance

PPDR activities shall comply with all applicable environmental regulations, including historic preservation requirements, protected species requirements, wetland protection requirements, and hazardous materials regulations. Environmental reviews shall be completed as required by FEMA Environmental and Historic Preservation (EHP) guidance prior to the commencement of work.

9.17 Appeals and Dispute Resolution

Property owners may submit concerns or disputes regarding PPDR activities. The City shall establish procedures for complaint intake, damage claims, eligibility appeals, documentation review, and corrective actions. All complaints shall be documented and investigated in a timely manner. Records of complaints and resolutions shall be maintained as part of the project file.

9.18 Contractor Responsibilities

Authorized contractors performing PPDR work shall comply with all City directives, FEMA requirements, and contract provisions. Contractors shall protect private property, coordinate with monitoring personnel, maintain complete documentation, and follow all applicable safety and environmental requirements. Contractors shall not enter private property without proper authorization.

9.19 Project Closeout

Upon completion of PPDR activities, the City shall reconcile quantities, verify all documentation, resolve outstanding claims, complete reimbursement submissions, prepare final reports, and retain records. The City shall maintain all PPDR documentation in accordance with applicable records retention requirements and FEMA audit standards.

9.20 PPDR Forms and Exhibits

The following forms shall be maintained as appendices to this plan:

- Appendix B — Sample FDEM Right-of-Entry Agreement with Hold Harmless
- Appendix C — Sample FDEM Right-of-Entry Agreement for Private Communities with Hold Harmless Agreement
- Appendix D — PPDR Eligibility Checklist
- Appendix E — Initial Damage Assessment (IDA)
- Appendix F — Hazardous Tree Evaluation Form
- Appendix G — Monitoring Log

SECTION 10 — PROCUREMENT AND CONTRACTED SERVICES

10.1 Purpose

This section establishes the procedures for the procurement, activation, administration, and management of debris management contracts and related services following a disaster. The City of Bradenton recognizes disaster debris management operations often require resources beyond those available through City personnel and equipment. Accordingly, the City may utilize competitively procured contractors, emergency contracts, mutual aid resources, and other authorized procurement mechanisms to support debris management operations. All procurement activities shall be conducted in compliance with applicable local, state, and federal requirements to ensure transparency, accountability, and FEMA reimbursement eligibility.

10.2 Procurement Objectives

The City's procurement objectives for debris management operations include rapid mobilization of qualified contractors, compliance with all applicable procurement requirements, cost-effective debris management operations, maximization of FEMA reimbursement eligibility, protection of public funds, proper contract administration, timely restoration of public services, and transparent and accountable contracting practices. These objectives shall guide all procurement decisions made in support of debris management.

10.3 Procurement Authority

The City Administrator, Deputy City Administrator/Chief Operating Officer, Purchasing Manager, Public Works and Utilities Director, or authorized designee may initiate procurement actions necessary to support debris management operations. Emergency procurement authority may be exercised following local emergency declarations, state emergency declarations, Presidential disaster declarations, or other emergency conditions authorized by law. The City shall maintain documentation supporting all procurement actions, including the basis for any emergency or expedited procurement determinations.

10.4 Procurement Standards

All procurement activities shall comply with the following applicable requirements:

Local Requirements: City of Bradenton Code of Ordinances, and City of Bradenton Purchasing Policy and Procedures.

State Requirements: Florida Statutes and applicable emergency procurement provisions.

Federal Requirements: The Robert T. Stafford Disaster Relief and Emergency Assistance Act, FEMA Public Assistance Program requirements, Title 2 of the Code of Federal Regulations Part 200 (2 CFR Part 200), and applicable federal procurement standards.

The City shall strive to maintain procurement practices that support reimbursement eligibility at all times.

10.5 Pre-Event Contracting Strategy

The City recognizes pre-event contracts provide the most effective mechanism for obtaining debris management resources following a disaster. Benefits of pre-event contracting include faster mobilization, improved pricing, increased contractor availability, reduced procurement delays, improved reimbursement eligibility, and enhanced operational readiness. The City maintains pre-event standby contracts for debris removal operations and debris monitoring services. These contracts shall be periodically reviewed and updated as necessary to ensure continued operational readiness.

10.6 Debris Removal Contractor

The City will select a contractor to provide debris collection, debris hauling, debris reduction, debris disposal, waterway debris removal, Debris Management Site (DMS) management, emergency response support, hazardous tree removal, and specialized debris operations.

10.7 Debris Monitoring Contractor

The City will select a contractor to provide debris monitoring, truck certification, load ticket management, GIS support, DMS monitoring, FEMA documentation support, invoice reconciliation, environmental compliance monitoring, and project closeout support.

10.8 Contract Activation

Debris contracts may be activated when significant debris impacts are anticipated, emergency access routes require clearance, City resources are insufficient to manage debris operations, or large-scale debris management operations are expected. The Debris Manager shall recommend contract activation to City leadership based upon damage assessments, debris quantity estimates,

and operational requirements. Contract activation may take the form of partial activation, full activation, task-specific activation, or standby activation, depending upon the nature and severity of the disaster.

10.9 Task Orders

Individual task orders shall be issued to define specific scopes of work. Each task order shall specify the scope of work, geographic area, duration, applicable pricing, and reporting requirements. Task orders shall be consistent with the terms and conditions of the underlying contract and shall be documented as part of the procurement record.

10.10 Emergency Procurement

In the event that pre-event contracts are insufficient to meet operational needs, the City may utilize emergency procurement mechanisms, including emergency purchase orders, sole-source procurements (when justified and documented), mutual aid agreements, and cooperative purchasing contracts established by other governmental entities. All emergency procurement actions shall be documented in accordance with applicable requirements. The City shall transition to competitively procured contracts as soon as practicable following the emergency period.

10.11 Mutual Aid Resources

The City may request assistance through Manatee County, neighboring jurisdictions, state mutual aid programs, the Emergency Management Assistance Compact (EMAC), Florida Rural Water Association (FRWA), or other authorized intergovernmental agreements. Mutual aid resources may supplement contracted debris management resources when additional capacity is required.

10.12 Cooperative Purchasing Contracting

The City may utilize competitively procured contracts established by other governmental entities when authorized by applicable procurement requirements such as Sourcewell, Omnia Partners Cooperative, or Florida Sherrif's Association Cooperative Purchasing program. Prior to utilizing a cooperative purchasing contract, the City shall evaluate procurement compliance, contract scope, pricing, FEMA eligibility considerations, and legal requirements.

10.13 Contractor Qualifications

Contractors utilized by the City shall demonstrate relevant debris management experience, financial stability, adequate staffing, available equipment, established safety programs, environmental compliance history, FEMA experience, and Florida disaster recovery experience. The City may require additional qualifications based upon specific operational needs and the scope of the debris management mission.

10.14 Contractor Mobilization Requirements

Activated contractors shall be prepared to provide qualified personnel, appropriate equipment, supervisory staff, safety personnel, administrative support, reporting capabilities, communications systems, and documentation systems within the timeframes established in their respective contracts. Contractors shall provide mobilization plans upon request.

10.15 Contract Administration

The City shall maintain active oversight of all debris-related contracts throughout the duration of operations. Contract administration responsibilities shall include contract monitoring, performance evaluations, invoice review, task order management, documentation review, change management, and closeout activities. The Debris Manager shall coordinate contract administration activities with the Finance Department and Purchasing personnel.

10.16 Invoice Review and Payment

All contractor invoices shall be reviewed and validated prior to payment. Invoice reviews shall include quantity verification, monitoring verification, contract compliance review, task order compliance review, documentation review, and rate verification. The debris contract monitor contractor shall assist the City with invoice reconciliation activities. Invoices lacking sufficient documentation may be returned for correction prior to processing.

10.17 Contract Modifications

Contract modifications may be necessary due to expanded debris quantities, additional work scopes, regulatory requirements, operational changes, or extended recovery periods. All contract modifications shall be properly documented, justified, and approved by authorized City personnel.

10.18 Procurement Documentation

The City shall maintain procurement documentation sufficient to support audits and reimbursement requests. Documentation shall include solicitations, bid tabulations, evaluation documents, contracts, task orders, contract modifications, invoices, payment records, correspondence, and procurement determinations.

10.19 FEMA Reimbursement Considerations

The City recognizes that procurement compliance is a critical component of FEMA reimbursement eligibility. Accordingly, all procurement activities shall be conducted in a manner consistent with FEMA guidance, federal procurement standards, state requirements, and local requirements. The City shall consult with legal counsel and procurement personnel whenever questions arise regarding procurement compliance to minimize the risk of reimbursement reductions or deobligations.

10.20 Contractor Performance Evaluation

Following major debris management operations, the City shall evaluate contractor performance. Evaluation criteria shall include mobilization speed, operational performance, documentation quality, safety performance, environmental compliance, responsiveness, communication effectiveness, cost management, and overall project performance. Lessons learned from contractor performance evaluations shall be incorporated into future procurement activities and contract updates.

10.21 Procurement Records Retention

All procurement records associated with debris management operations shall be retained in accordance with applicable federal, state, and local records retention requirements. Records shall be maintained in a manner that supports audits, reimbursement requests, legal reviews, contract administration, and future planning efforts. Procurement records shall remain available throughout the duration of any reimbursement review or audit process.

10.22 Procurement Forms and Exhibits

The following forms and exhibits shall be maintained as appendices to this plan:

- Appendix H — Contractor Performance Evaluation Form
- Appendix I — Mutual Aid Resource Request Form

SECTION 11 — FORCE ACCOUNT LABOR, EQUIPMENT, AND MATERIALS

11.1 Purpose

This section establishes procedures for documenting, managing, and seeking reimbursement for force account labor, equipment, materials, and administrative costs associated with debris management operations. The City of Bradenton recognizes that City personnel and equipment may be utilized extensively during debris clearance, collection, monitoring, management, and recovery activities. Proper documentation of these resources is essential to support reimbursement requests and to ensure compliance with applicable local, state, and federal requirements. All force account activities shall be documented in accordance with FEMA Public Assistance Program requirements, Florida Division of Emergency Management guidance, and applicable City policies.

11.2 General Policy

City personnel and equipment may be deployed for debris management activities when immediate response actions are necessary, emergency access routes require clearance, City resources are available, specialized local knowledge is required, contractor resources have not yet been mobilized, or supplemental support is needed during recovery operations. Force account

resources may be utilized independently or in conjunction with contracted resources, depending upon operational requirements and available capacity.

11.3 Force Account Labor

Force account labor includes the labor costs associated with City employees engaged in eligible disaster-related activities. Personnel who may be assigned to debris management duties include PWU personnel, Emergency Management personnel, Administrative personnel, Supervisory personnel, Finance personnel, Procurement personnel, GIS personnel, and other authorized City staff as designated by the Debris Manager. Only personnel assigned to eligible disaster-related activities shall be included in reimbursement requests.

11.4 Eligible Force Account Activities

Eligible activities shall be determined based upon current FEMA guidance and applicable funding requirements. Examples of activities that may be eligible for reimbursement include:

Emergency Clearance: Roadway clearance, emergency push operations, removal of immediate threats to life and safety, and restoration of emergency access.

Debris Collection: Collection support operations, traffic control during collection activities, debris loading, and staging operations.

DMS Operations: Site preparation, site management, monitoring support, and environmental compliance activities at Debris Management Sites.

Administrative Activities: Documentation, damage assessment, GIS support, procurement activities, and finance and reimbursement support.

11.5 Labor Documentation

The City shall maintain sufficient labor documentation to support reimbursement requests. Documentation shall include, at a minimum, employee name, employee identification number, job classification, work location, work description, date worked, hours worked (including overtime), supervisory approval, and assignment information. All personnel shall accurately document disaster-related activities separately from routine duties.

11.6 Labor Timekeeping

The City shall utilize approved timekeeping procedures for disaster operations. Time records shall distinguish between regular time, overtime, compensatory time, standby time, and call-back time, and shall include assignment descriptions. Timekeeping records shall be reviewed and approved by supervisors. The Finance Department shall maintain official labor documentation and shall ensure that disaster-related labor costs are tracked separately from normal operating costs.

11.7 Equipment Usage

City-owned equipment utilized during debris operations shall be documented. Equipment that may be deployed includes, but is not limited to, dump trucks, loaders, excavators, skid steers, chippers, chainsaws, bucket trucks, utility vehicles, pickup trucks, boats and marine equipment, trailers, and generators. Equipment records shall be maintained for reimbursement purposes and shall distinguish between equipment utilized for eligible disaster-related work and equipment used for routine operations.

11.8 Equipment Documentation

Equipment records shall include equipment identification number, equipment type, operator name, date utilized, hours utilized, work location, fuel usage, maintenance records, and a description of work performed. The City shall maintain documentation supporting all equipment utilization claims submitted for reimbursement.

11.9 Equipment Rates

Equipment reimbursement rates may be based upon the FEMA Schedule of Equipment Rates, City-established rates, actual operating costs, or other approved methodologies. The City shall utilize the most current reimbursement guidance available at the time of the disaster and shall document the rate methodology applied.

11.10 Materials and Supplies

The City may utilize materials and supplies during debris operations, including fuel, lubricants, barricades, cones, signage, safety equipment, erosion control materials, spill response materials, office supplies, and communications equipment. All materials and supplies shall be documented and tracked to support reimbursement eligibility.

11.11 Facility Usage

The City may utilize municipal facilities to support debris management operations, including PWU facilities, operations centers, staging areas, fleet facilities, administrative offices, and equipment yards. Documentation shall be maintained when facility costs are included in reimbursement requests.

11.12 Administrative Costs

The City may incur administrative costs associated with debris management operations, including project management, documentation management, procurement support, finance support, GIS support, reimbursement preparation, and contract administration. Administrative activities shall be documented in accordance with applicable reimbursement requirements and shall be distinguishable from routine administrative functions.

11.13 Resource Tracking

The City shall maintain a system for tracking disaster-related resources, including personnel, equipment, facilities, materials, supplies, vehicles, and contractors. Tracking systems may include manual logs, GIS systems, fleet management systems, and automated resource tracking systems. Resource tracking shall be initiated at the onset of disaster operations and continued through project closeout.

11.14 Daily Reporting

Departments assigned to debris operations shall submit daily activity reports when requested. Reports shall include personnel utilized, equipment utilized, materials consumed, areas serviced, operational accomplishments, safety issues, and resource needs. Daily reporting assists in maintaining accurate project documentation and supports reimbursement efforts.

11.15 Coordination with Debris Monitoring Contractor

The City shall coordinate force account documentation efforts with the contracted debris monitoring contractor. The debris monitoring contractor may assist with documentation review, quantity validation, FEMA compliance review, resource tracking, audit preparation, and reimbursement support. The City shall retain responsibility for official force account documentation and shall ensure that records are maintained in accordance with applicable standards.

11.16 Cost Recovery and Reimbursement

The City shall pursue all reimbursement opportunities available through the FEMA Public Assistance Program, the Florida Division of Emergency Management, state grant programs, federal grant programs, insurance proceeds, and other available funding sources. Proper documentation is essential to maximize reimbursement opportunities, and all force account records shall be maintained in a format consistent with current FEMA guidance.

11.17 Audit Readiness

Force account records shall be maintained in an organized and auditable format. Documentation shall be readily available for review by FEMA, the Florida Division of Emergency Management, state auditors, federal auditors, and other funding agencies. The City shall maintain records in accordance with applicable retention requirements and shall ensure that force account files are complete, organized, and easily accessible.

11.18 Force Account Record Retention

All force account documentation shall be retained for the period required by applicable federal, state, and local regulations. Records to be retained include timesheets, payroll records, equipment logs, fuel records, daily reports, work assignments, photographs, GIS records, procurement documentation, and reimbursement records.

11.19 Lessons Learned

Following major debris operations, the City shall evaluate force account utilization. Topics for evaluation shall include staffing effectiveness, equipment utilization, documentation practices, cost effectiveness, resource allocation, and reimbursement outcomes. Lessons learned shall be incorporated into future revisions of this plan to continuously improve force account management practices.

11.20 Force Account Forms and Exhibits

The following forms shall be maintained as appendices to this plan:

- Appendix J — Force Account Labor Daily Activity Report
- Appendix K — Equipment Usage Log
- Appendix L — Materials Usage Log

SECTION 12 — HEALTH AND SAFETY REQUIREMENTS

12.1 Purpose

The City of Bradenton is committed to protecting the health, safety, and welfare of all City personnel, contractors, monitoring personnel, volunteers, residents, and visitors involved in or affected by debris management operations. All debris management activities shall be conducted in accordance with applicable federal, state, and local safety requirements and accepted industry standards. Safety shall be treated as a paramount consideration in all operational decisions.

12.2 Safety Responsibilities

All personnel engaged in debris operations are responsible for working safely, following established procedures, reporting unsafe conditions, utilizing required personal protective equipment (PPE), and participating in safety briefings. The Debris Manager shall ensure that safety remains a primary consideration throughout all phases of debris management activities and shall designate appropriate personnel to oversee safety compliance.

12.3 Contractor Safety

Debris Contractors and all subcontractors shall maintain site-specific safety programs and shall comply with Occupational Safety and Health Administration (OSHA) requirements, Federal Motor Carrier Safety Regulations (FMCSR), state safety requirements, contract requirements, and City safety policies. Contractors shall designate qualified safety personnel, conduct regular safety briefings, and maintain safety records throughout the duration of operations.

12.4 Personal Protective Equipment

Personnel involved in debris management operations may be required to utilize hard hats, safety glasses, high-visibility clothing, gloves, steel-toe footwear, hearing protection, respiratory protection, and personal flotation devices (PFDs) for marine operations. The specific PPE requirements shall be determined based upon the hazards present at each work site and shall be consistent with applicable OSHA standards and industry best practices.

12.5 Heat Stress Prevention

Debris management operations following disasters in the City of Bradenton frequently occur during periods of extreme heat and humidity. The City shall implement and enforce heat stress prevention measures, including ensuring adequate hydration, mandatory rest breaks, shade availability, heat illness awareness training, and medical monitoring. Contractors shall be required to maintain comparable heat stress prevention programs for their personnel.

12.6 Traffic Safety

Traffic control measures shall be implemented for all debris collection operations, DMS operations, waterway debris operations, and emergency roadway clearance activities. All traffic control devices and configurations shall conform to applicable standards, including the Manual on Uniform Traffic Control Devices (MUTCD) and Florida Department of Transportation requirements.

12.7 Waterway Safety

Personnel involved in marine debris operations shall follow all applicable boating and marine safety requirements, including the use of personal flotation devices, compliance with United States Coast Guard regulations, and adherence to applicable state boating safety requirements.

12.8 Incident Reporting

All injuries, accidents, near misses, property damage incidents, and safety concerns shall be promptly documented and reported through established channels. The Debris Manager shall ensure that incident reports are reviewed, corrective actions are identified and implemented, and trends are monitored throughout operations.

12.9 Safety Documentation

Safety records shall be maintained throughout debris operations and retained as part of the official project record. Documentation shall include safety briefing attendance records, incident reports, corrective action records, inspection reports, and any regulatory correspondence related to safety compliance.

SECTION 13 — ENVIRONMENTAL AND REGULATORY COMPLIANCE

13.1 Purpose

The City of Bradenton shall conduct all debris management operations in a manner that protects natural resources and complies with all applicable environmental regulations. Environmental compliance shall be integrated into every phase of debris management activities, from initial response through project closeout and site restoration.

13.2 Environmental Responsibilities

The City, its contractors and all subcontractors shall share responsibility for environmental stewardship and regulatory compliance. Each entity shall be accountable for ensuring that its activities are conducted in an environmentally responsible manner and in conformance with applicable environmental laws, regulations, and permit conditions.

13.3 Protected Resources

All debris management operations shall consider and minimize potential impacts to wetlands, surface waters, groundwater, protected species and their habitats, historic and archaeological resources, and conservation lands. The City shall coordinate with applicable regulatory agencies when operations may affect protected resources.

13.4 Water Quality Protection

The City shall implement measures to minimize impacts to the Manatee River, stormwater systems, canals and waterways, wetlands, and adjacent water bodies. Best management practices (BMPs) shall be employed at all operational sites to prevent sedimentation, erosion, and contamination of surface and groundwater resources.

13.5 DMS Environmental Requirements

DMS operations shall incorporate comprehensive environmental controls, including stormwater controls to prevent off-site discharge, spill prevention and response measures, dust suppression, strict waste segregation, regular site inspections, and site restoration procedures. Environmental controls shall be implemented prior to the commencement of DMS operations and maintained throughout the life of site activities.

13.6 Household Hazardous Waste

Household hazardous waste (HHW) shall be segregated from other debris streams, properly stored in designated containment areas, transported by qualified personnel, and disposed of in accordance with all applicable federal, state, and local regulations. HHW examples include paints, pesticides, batteries, propane tanks, solvents, and other materials that require special handling.

13.7 White Goods and Refrigerants

White goods, including refrigerators, freezers, air conditioning units, and other appliances containing refrigerants, shall be managed in accordance with applicable environmental regulations governing refrigerant recovery and appliance disposal. Refrigerants shall be recovered by certified technicians prior to recycling or disposal.

13.8 Air Curtain Burners

Air curtain burning operations for vegetative debris reduction shall only occur when authorized by applicable regulatory agencies and when all required permits and approvals have been obtained. Air curtain burner operations shall comply with all applicable air quality regulations and shall be conducted under appropriate environmental monitoring.

13.9 Environmental Monitoring

The debris monitoring contractor shall provide environmental compliance monitoring support throughout debris operations. Environmental monitoring activities shall include observations at debris collection sites, DMS locations, and waterway operations to ensure compliance with applicable regulations and permit conditions.

13.10 Environmental Documentation

The City shall maintain comprehensive environmental records, including environmental inspections, site assessments, spill reports, waste disposal records, and DMS closure documentation. Environmental documentation shall be retained as part of the official project record and shall be available for review by FDEP, FEMA, FDEM, and other regulatory agencies.

13.11 Regulatory Coordination

The City shall coordinate with applicable regulatory agencies throughout debris management operations, including FDEP, FEMA, the USACE, FWC, NOAA, the EPA, and other agencies as necessary. Regulatory coordination shall be initiated early in the response phase and maintained through project closeout.

SECTION 14 — PUBLIC INFORMATION

14.1 Purpose

Public information is essential to the success of debris management operations. The City of Bradenton shall provide timely, accurate, and consistent information to residents, businesses, visitors, and stakeholders regarding all aspects of debris management activities. Effective public communication supports debris separation, improves collection efficiency, reduces public confusion, and facilitates community recovery.

14.2 Public Information Objectives

The City's public information objectives for debris management operations include informing residents about debris collection operations and schedules, promoting proper debris separation, improving collection efficiency, reducing confusion and misinformation, and supporting overall community recovery efforts.

14.3 Public Information Officer

The Public Information Officer (PIO) shall coordinate all debris-related communications and public messaging. The PIO shall work closely with the Debris Manager, City leadership, and contractor representatives to ensure that public communications are accurate, timely, and consistent.

14.4 Public Communication Methods

The City may utilize a variety of communication methods to disseminate debris management information, including the City website, social media platforms, press releases, community meetings, emergency notification systems, media interviews, and public service announcements. The City shall select communication methods appropriate to the scope and phase of debris management operations and shall ensure that information is accessible to all segments of the community.

14.5 Debris Separation Guidance

Residents shall be encouraged to separate disaster-generated debris into the following categories prior to placement at the public right-of-way: vegetative debris, construction and demolition (CandD) debris, white goods, electronic waste, household hazardous waste, and mixed debris. Proper separation by residents improves the efficiency and cost-effectiveness of collection operations and supports recycling efforts.

14.6 Collection Schedules

The City shall publish debris collection schedules and collection sector information whenever practical. Collection schedule updates shall be disseminated through the communication methods identified in Section 14.4.

14.7 Public Complaints and Inquiries

The City shall establish procedures for receiving and responding to debris-related complaints and inquiries. The City shall provide accessible channels for public communication, track all complaints and inquiries, and ensure timely resolution. Records of complaints, inquiries, and resolutions shall be maintained as part of the project record.

Appendices

A – Critical Facilities List

B – Sample FDEM Right-of-Entry Agreement with Hold Harmless

C – Sample FDEM Right-of-Entry Agreement for Private Communities with Hold Harmless Agreement

D – PPDR Eligibility Checklist

E – Initial Damage Assessment (IDA)

F – Hazardous Tree Evaluation Form

G –Monitoring Log

H – Contractor Performance Evaluation Form

I – Mutual Aid Resource Request Form

J – Force Account Labor Daily Activity Report

K – Equipment Usage Log

L – Materials Usage Log

APPENDIX A

COB CRITICAL FACILITIES

The priority of restoration may vary by incident and will be determined by policy makers at the time.

Site Name	Address	Phone	Generator	POST EVENT PRELIMINARY ASSESSMENT	Latitude & Longitude
[redacted]					

COB CRITICAL FACILITIES

The priority of restoration may vary by incident and will be determined by policy makers at the time.

Site Name	Address	Phone	Generator	POST EVENT PRELIMINARY ASSESSMENT	Latitude & Longitude
Liftstations		Generator			
[redacted]					

COB CRITICAL FACILITIES

The priority of restoration may vary by incident and will be determined by policy makers at the time.

Site Name	Address	Phone	Generator	POST EVENT PRELIMINARY ASSESSMENT	Latitude & Longitude
Liftstations		Generator			
[redacted]					

COB CRITICAL FACILITIES

The priority of restoration may vary by incident and will be determined by policy makers at the time.

Site Name	Address	Phone	Generator	POST EVENT PRELIMINARY ASSESSMENT	Latitude & Longitude
Liftstations		**Generator**			
[redacted]	[redacted]	[redacted]			[redacted]
[redacted]	[redacted]	[redacted]			[redacted]
[redacted]	[redacted]	[redacted]			[redacted]
[redacted]	[redacted]	[redacted]			[redacted]
[redacted]	[redacted]	[redacted]			[redacted]

APPENDIX B

Right of Entry Authorization

Event Name: _____ Applicant Name: _____ Date: _____

Purpose

This form will authorize the Applicant to enter and remove debris from private property. We highly encourage Applicants to notify FEMA prior to conducting Private Property Debris Removal (PPDR).

Fields

- Event Name: Type of event, Number, Name of Event (if known) will be entered.
- Applicant Name: Name of applicant will be entered.
- Date: Date of event
- ROE Number: Unique number identifier for ROE form.
- Address: Address of private property
- City, State: City and state where private property is located.
- Tax ID Block/ Lot: Identifying parcel information of private property location (This information can be located through the local property appraiser)
- FEMA- DR-: Refers to the disaster number and the state the disaster is declared for (e.g., FEMA- DR-0000-FL)
- Landmark: If the private property is near a landmark answer yes and describe landmarks.

If demolition is occurring, a witness will need to sign the ROE authorization form.

Event Name: _____ Applicant Name: _____ Date: _____

ROE No.	

Right of Entry Authorization Form
Private Property Debris Removal and/or Demolition

ADDRESS:	
CITY, STATE:	
TAX ID BLOCK/LOT:	

ROE No.	PRIVATE CONTRACTOR / FORCE ACCOUNT DEBRIS REMOVAL DEMOLITION
	FEMA-DR- -
	Address:
	Tax ID Block/Lot:
	Landmark: ☐ Yes ☐ No

RIGHT OFENTRY ONTO PRIVATE PROPERTY FOR DEBRIS REMOVAL AND/OR DEMOLITION DISASTER ASSISTANCE (FEMA-DR- - OR)

Ownership Interest and Grant of Right of Entry for Debris Removal or Demolition Activities

The undersigned hereby certifies they/he/she are/is (check):

The owner(s) with authority to grant access to the property at above address.

The authorized agent of the Property Owner at above address.

The Property Owner(s)/agent authorize(s) the City/County of _____, the State of _____, and the United States of America, their respective agents, successors and assigns, contractors and subcontractors (collectively, the "Governments/Contractors") to have the right of access and to enter the property above specified for purposes of performing debris removal as it is a public health and safety threat OR for demolishing structures local authorities have determined to be unsafe due to the declared major disaster FEMA-DR- - .

Government Not Obligated, No Expense Except For Insurance Proceeds

The Property Owner(s)/agent(s) understand(s) that this Right-of-Entry does not obligate the Governments/Contractors to perform debris removal or demolition. Governments/Contractors will access the property under this ROE if the work has been determined necessary in accordance with Federal, State, or local regulations. The Property Owner(s) will not be charged for the work conducted by Governments/Contractors. However, if the Property Owner(s) receive(s) insurance proceeds or compensation from other sources for debris removal or demolition, the Property Owner's(s') obligation is set out in the section below, entitled "Avoidance of Duplication of Benefits…."

Right of Entry Authorization

Government Indemnified and Held Harmless

The Property Owner(s)/agent(s)agree(s) to indemnify and hold harmless the Governments/Contractors for any damage of any type whatsoever to the above described property or to personal property and fixtures situated thereon, or for bodily injury or death to persons on the property, and hereby releases, discharges and waives any and all actions, either legal or equitable, which the Property Owner(s) has/have, or ever might or may have, by reason of any action taken by Governments/Contractors to remove debris or demolish unsafe structures.

Acknowledgment of Prohibition on Fraud, Intentional Misstatements

The Property Owner/agent understands that an individual who fraudulently or willfully misstates any fact in connection with this agreement may be subject to penalties under state and federal law, including civil penalties, imprisonment for not more than five years, or both, as provided under 18 USC § 1001.

Government/Contractors will perform the following work: (check)

- ☐ Remove debris from the Property
- ☐ Demolish the unsafe and condemned structure on the Property and remove the demolition debris.

Avoidance of Duplication of Benefits: Reporting Debris Removal/Demolition Money Received

Property Owner(s)/agent(s) has/have an obligation to file an insurance claim if coverage is available. Property Owner(s)/agent (s) understand(s) and acknowledge(s) that receipt of compensation or reimbursement for performance of the aforementioned activities from any source, including Small Business Administration, private insurance, an individual and family grant program or any other public or private assistance program could constitute a duplication of benefits prohibited by federal law. If the Property Owner(s)/agent(s) receive(s) any compensation from any source for debris removal or demolition activities on this property, the Property Owner(s)/agent(s) will report it to the Department of _____ at (phone & address) _____

_____

Release of Insurance Information

If insured, the Property Owner(s)/agent(s) authorize(s) its/their insurer, (Company) _____, to release information relating to coverage and payments for debris removal/demolition activities (Claim # _____, Policy # _____) to the City/County identified herein and/or to the State of _____.

Privacy Act Statement: The Property Owner/Owner's Authorized Agent acknowledge(s) that information submitted will be shared with other governmental agencies, federal and non-federal, and contractors, their subcontractors and employees but solely for purposes of disaster relief management to meet the objectives of this Right-of-Entry. This form is singed to allow access to perform debris removal and/or demolition operations on the above-mentioned property, to authorize the release of insurance policy/claim information and to notify any lien-holder of demolition.

FOR DEMOLITION:

Mortgage and Insurance Adjuster Information

☐ The Property Owner(s)/agent(s) certifies/certify that **NO** mortgage exists on said property.

☐ The Property Owner(s)/agent(s) certifies/certify that a mortgage does exist on said property.

☐ The Property Owner(s)/agent(s) certifies/certify that if insurance exists, an adjuster has inspected the property.

Other Liens/Encumbrances on the Property

☐ The Property Owner(s)/agent(s) certifies/certify that no other liens or encumbrances exist on said property.

☐ The Property Owner(s)/agent(s) certifies/certify that (type lien[s]) exist(s) on said property.

Witnesses Only if Demolition

Property Owner(s) or Authorized Agent **AND** Mortgage/Lien Holder(s)

For the considerations and purposes set forth herein, I/we hereby set my/our hand(s) and seal(s) this _____ day of _____, _____.

PROPERTY OWNER/AUTHORIZED AGENT:

Witness 1

Witness 2

LIEN HOLDER:

MORTGAGE HOLDER:

OTHER LIEN HOLDER:

APPENDIX C

Right-of-Entry Agreements for Private Communities

Purpose:

The purpose of this form is to provide a standardized agreement for Local Governments to utilize with private communities for reimbursement of Right-of-Way Debris Removal costs. This agreement is general in nature and may change for individual Applicants based on local codes and standards. Per FEMA Public Assistance Wildfire Policy Guidance, Private Property Debris Removal (PPDR) must still be determined to be eligible by FEMA due to the severity of the incident.

Definitions:

- **Applicant (Local Government):** The municipality that is gaining entry to the private community for the purpose of Right-of-Way Debris Removal.
- **Private Community:** The community whose event-generated debris is being removed.

Applicant (Local Government) Name: _____

Local Government/Contractor Representative and Title: _____

Date: _____

Private Community Name	
Community Owner Name	
Authorized Agent's Name and Title	
Property Address	
Phone Number	
Email Address	

I (We), _____ certify that I (we) am (are) [or authorized agent of] the owner(s), of the property commonly identified as _____ [name of community], _____, State of Florida, (hereinafter referred to as the "Property") and do hereby grant and give freely and without any coercion whatsoever, the right of access, entry to, and use of said property to _____ , its agents, contractors, and subcontractors thereof, for the purpose of removing and clearing any and all disaster-generated debris of whatever nature from the Property, in accordance with FEMA Public Assistance Program and Policy Guide, FP 104-009-1, January 2016, as may be necessary in the accomplishment of the foregoing. This Right-of-Way Entry Agreement shall be automatically renewed June 1st of each calendar year subsequent to the date signed below unless and until terminated in writing by the owner/authorized agent of the Property.

IT IS FULLY UNDERSTOOD THAT THIS PERMIT IS NOT AN OBLIGATION TO PERFORM DEBRIS CLEARANCE, NOR IS IT A GUARANTEE OF ELIGIBILITY.

The undersigned agrees and warrants to indemnify and hold harmless the Federal Government, Federal Emergency Management Agency, State of Florida, _____, their agencies, contractors and subcontractors, against all claims, demands, costs and any and all damage of any type, whatsoever, either to the Property or persons situated thereon and hereby release, discharge and waive any and all action, either legal or equitable which might arise out of any use or activities on the above described property. The undersigned will mark all or any disaster damaged sewer lines, water lines, and other utility lines to be used as future reference points on the property.

I/WE (HAVE____, HAVE NOT____) (WILL NOT___) receive(d) any compensation for debris removal from any other source including SBA, ASCS, private insurance, individual and family grant program, or any other Public Assistance Program. I/we will report any insurance settlements paid to me/us or my/our family or any corporation in which I/we have an interest for debris removal from this property that has been performed at Federal, State, County, or Municipal expense. My/Our current property insurance policy information is:

Insurance Company: _____

Policy Number: _____

I understand that Federal law (42 United States code 5155 et seq.) requires me to reimburse _____ the cost of removing the disaster-generated debris to the extent covered in my insurance policy. I also understand that I must provide a copy of the proof/statement of loss from my insurance company to _____. If I have received payment, or when I receive payment, for debris removal from my insurance company, or any other source, I agree to notify and send payment and proof/statement of loss to _____. I understand that all disaster related funding, including that for debris removal from private property, is subject to audit.

Acknowledgment of Prohibition on Fraud, Intentional Misstatements: The undersigned is fully aware that an individual who fraudulently or willfully misstates any fact in connection with this agreement be subject to penalties under state and federal law, including civil penalties, imprisonment for not more than five years, or both, as provided under 18 U.S.C. § 1001.

IN WITNESS WHEREOF, the parties hereto have executed this Right-of-Way Entry Agreement on _____.

WITNESSES:

_____

Community Representative Signature and Title

_____

Local Government/Contractor Representative Signature and Title

APPENDIX D

Demolition of Private Property Eligibility Checklist

Demolition of private structures can be eligible as an Emergency Protective Measures (Category B) when partial or complete collapse is imminent, and the collapse poses an immediate threat to the general public. Demolition of commercially owned structures is typically not eligible for FEMA PA funding.

- [ ] Notify FEMA that Demolition of Private Property/Private Property Debris Removal is occurring through FDEM. Please note that this notification does not constitute eligibility for the work being conducted.

- [ ] Structure is certified unsafe and poses an immediate threat to lives or public health and safety.

- [ ] Cited law, ordinance, code, or emergency powers which provide the legal authority to demolish the privately-owned unsafe structure.

- [ ] Confirmation that a legally authorized official of the Applicant has ordered the exercise of public emergency powers to enter onto private property.

- [ ] Right-of-entry form has been signed by Applicant legal authority and property owner.
    - This form should indemnify the Federal Government from any claims arising from the demolition or removal of the debris from the private property.

- [ ] Collect Insurance coverage information and the amount of insurance proceeds from the Property owner.

- [ ] Documented all necessary permits and complied with EHP requirements.

US Army Corps of Engineers®

Eligible Debris for PPDR Program

Debris Type	Examples	Notes
Hazardous Tree Debris	Limbs, leaning trees, hanging branches, uprooted stumps , shrubs, yard trimmings, etc.	Must be disaster-generated from Tropical Storm Helene; must pose a safety hazard.
Mixed Debris	Combination of vegetative and structural debris	Includes mixed storm debris piles requiring separation for disposal.
Soil and Sediment	Mud, dirt, rock, sand, silt	Eligible only if not associated with a landslide, or debris from river flooding.
Titled Property	Campers, motor vehicles	Must be properly adjudicated for disposal before removal is authorized.
Construction & Demolition Debris (C&D)	Owner-removed drywall, lumber, insulation, roofing, broken furniture, etc. Damaged outbuildings, sheds, small structures without utilities.	Structures must have been destroyed by the storm; utilities must be disconnected. Excludes pre-existing renovations or demolition debris.
Permanent Structures (with Utilities)	Homes, garages, sheds, commercial buildings	May be eligible for demolition with approval from certified county or state officials.
Other Debris	Debris in driveways, yards, pathways, or other maintained areas	Must pose a threat to life or safety; located on private or commercial property.
“White Goods”	Refrigerators, washers, dryers, stoves, dishwashers	Must be emptied of food and hazardous materials. PPDR can remove freon.
Household Hazardous Waste (HHW)	Paint, cleaning products, batteries, pesticides	Please dispose of through County, if available. If not, PPDR can dispose.

Non-Eligible Debris for PPDR Program

Debris Type	Examples	Notes
Remodeling Contractor Debris	Contractor-generated sheetrock, roofing, debris, flooring, carpet	Contractors are responsible for removing their own construction debris.
On Vacant/ Unmaintained Land	Debris on vacant lots or unmaintained areas	Land that is unimproved, unused, or unmaintained is not eligible.
Agricultural Lands	Debris in fields, pastures, croplands	Land primarily used for crops or livestock is not eligible.
Unmaintained Trees	Fallen trees in forests or woodlots	Downed trees located outside of maintained areas are not eligible.

Current as of June 04, 2025

US Army Corps of Engineers®

What Homeowners/Landowners Should Know:

Separate Debris by Type:

- Pile vegetative debris separately from C&D debris.
- Keep white goods and E-waste aside for special handling.
- Hazardous waste should not be mixed with other debris piles.
- Salvage any valuables, furniture, or personal items from debris piles before crews arrive.

Avoid Placing Debris nearby:

- Fire hydrants, mailboxes, utility poles, or under power lines, as this can slow removal and create hazards.
- Sewer grates or storm drains, which can block drainage and cause flooding.

No Contractor Debris:

- Debris from contractor-led repairs or remodeling is not eligible for PPDR.
- Contractors are responsible for roving their own construction debris.

Key Rules & Tips:

- Only disaster-generated debris is eligible for removal.
- Debris must pose an immediate threat to life, public health, or safety to qualify for PPDR.
- Household garbage is not eligible for pickup through PPDR.
- Some debris, such as asbestos, mold, or chemicals, may require special handling — check with local authorities.

APPENDIX E

Initial Damage Assessment (IDA) Form

Employee:	
Applicant:	
Event:	
Date:	

Purpose: The purpose of this template is to organize your initial damages for roll up to your County to be included in the County's request for a Joint Preliminary Damage Assessment. Counties that prepare comprehensive IDAs strenghten the State's disaster declaration requests and improve access to Federal IA and PA funding. This template can serve a dual purpose and be rolled into eventual line items for the damage inventory - these are then organized into FEMA Public Assistance Projects.

Please Note: FEMA/FDEM validate damages; they do not identify it.

Indvidual Assistance (IA) IDAs - Yellow Tab

Field Name	Descripition
Categorized Level of Damage	The level of damage to the property based on FEMA Damage Matrices. Categories include: 1. Affected 2. Minor: <40% of the uninsured loss 3. Major: >40% of the uninsured loss 4. Destroyed 5. Inaccessible: Cannot access property to assess damages
Damage Description	A brief summary of the damages that were assessed by staff.
Location Address	The address of the property.
Apartment, Suite, etc.	The apartment, suite, etc. number of the property (if applicable).
City/Town	The municipality that the property is located in.
County	The county that the property is located in.
Home or Business	Whether the property is residential or a business. A tenant in a property is residential while a rental property would be considered a business.
Owner or Renter	Whether the person at the property is the owner or renter of the property.
Homeowner Insurance or Renters Insurance (Yes or No)	Used to determine if insurance proceeds can be expected.
Type of Dwelling	Single-Family, Multi-Family, or Manufactured Home
Multi-Family: # of units	The number of units in a single line for a multi-family complex.
Damage Type	The damage that occurred to the property (flood, wind, fire, etc.)
Located in a Flood Zone (Yes or No)	If the property is located in a Special Flood Hazard Area (SFHA).
File Name(s)	Photos/backup provided that substantiate the damages to the properties in the IDA.
Notes	Open text field to provide additional information, if necessary.

Public Assistance (PA) IDAs - Green Tab

Field Name	Descripition
Location/Facility	Name or ID used to identify the facility.
Category of Damage	Pursuant to FEMA's Public Assistance Categories of Work: Cat A: Debris Removal Cat B: Emergency Protective Measures Cat C: Roads and Bridges Cat D: Water Control Facilities Cat E: Buildings and Equipment Cat F: Utilities Cat G: Parks, Recreation, and Other Cat I: Building Code and Floodplain Management Administration and Enforcement Cat Z: Management Costs
Specific Damage	Provide descriptions, damages, and dimensions with as much detail as reasonably possible.
Estimated Uninsured Cost	Estimate a monetary value as accurately as possible, after insurance proceeds. FEMA and the State will validate this figure during JPDA phase.

Initial Damage Assessment (IDA) Form

Address	The address to the property.
City	The municipality that the property is located in.
County	The county that the property is located in.
Comments	Open text field to provide additional information, if necessary.

Categorized Level of Damage	Damage Description	Location Address	Location Address 2 (Apartment, Suite, etc.)	City/Town	County	Home or Business	Owner or Renter	Homeowner's Insurance or Renter's Insurance (Yes or No)	Type of Dwelling	Multi-Family: # of Units	Cause of Damage

Initial Damage Assessment (IDA) Form

Location/Facility	Category of Damage	Specific Damage	Estimated Uninsured Cost	Address	City	County	Comments

APPENDIX F

Leaner-Hanger-Stump Guidance

Eligible vegetative debris may include tree limbs, branches, stumps, or trees that are still in place, but damaged to the extent they pose an immediate threat. These items are ineligible if the hazard existed prior to the incident, or if the item is in a natural area and does not extend over improved property or public-use areas, such as trails, sidewalks, or playgrounds. Pruning, maintenance, trimming, and landscaping are ineligible. Due to these reasons and other eligibility criteria described below, FDEM recommends that Applicants use Form FROC-GUI-004: Leaner-Hanger-Stump Ticket, Photo Sheet and Checklist Template, and if necessary, an Additional Photo Sheet to document eligible work performed on these activities.

Contractors typically charge debris removal based on a unit price for volume (cubic yards) or weight (tons). A hazardous tree or stump may be collected individually. When these items are collected individually, contractors often charge a price per tree or stump based on its size. FEMA encourages Applicants to procure branch or limb removal from trees on a one-time charge per tree basis as opposed to a unit price per limb or branch to facilitate more cost-effective operations. FEMA has specific eligibility criteria and documentation requirements for funding these items based on a price per each item instead of by volume or weight. If the Applicant does not provide sufficient documentation, it jeopardizes its PA funding.

Broken Limb or Branch Removal

Removal of broken limbs or branches that pose an immediate threat to the public are eligible. An example is a broken limb or branch that is hanging over improved property or public-use areas, such as trails, sidewalks, or playgrounds if it could fall and cause injury or damage to improved property.

FEMA does not fund removal of broken limbs or branches located on private property unless:

- The limbs or branches extend over the public ROW;
- The limbs or branches pose an immediate threat; and
- The Applicant removes the hazard from the public ROW (without entering private property).

Only the minimum cut necessary to remove the hazard is eligible. For example, cutting a branch at the trunk is ineligible if the threat can be eliminated by cutting it at the closest main branch junction.

Tree Removal

FEMA considers incident-damaged trees to be hazardous and eligible for removal if the tree presents a hazard to the public due to conditions including, but not limited to:

- Deterioration or physical damage to the root system, trunk, stem, or limbs; or
- The direction and lean of the tree per the Occupational Safety and Health Standards.

For trees that have 50 percent or more of the root-ball exposed, removal of the tree and root-ball and filling the root-ball hole are eligible. For contracted removal of a tree with a root-ball, FEMA will not reimburse two separate unit costs to remove the tree and its root-ball.

For trees that have less than 50 percent of the root-ball exposed, FEMA only provides PA funding to flush cut the item at ground level and dispose of the cut portion based on volume or weight. Grinding any residual stump after cutting the tree is ineligible.

Stump Removal

For stumps that have 50 percent or more of the root-ball exposed, removal of the stump and filling the root-ball hole are eligible. If grinding a stump in-place is less costly than extraction, grinding the stump in-place is eligible.

Stump removal in areas with known or high potential for archaeological resources usually requires that FEMA further evaluate and consult with the State Historic Preservation Officer or Tribal Historic Preservation Officer. If the Applicant discovers any potential archeological resources during stump removal, the Applicant must immediately cease work and notify FEMA.

Contracted Stump Removal

FEMA only reimburses contracted costs charged on a per-stump basis if extraction is required as part of the removal. Applicants need to ensure the price for stump removal includes extraction, transport, disposal, and filling the root-ball hole.

For stumps that have less than 50 percent of the root-ball exposed, FEMA only provides PA funding to flush cut the item at ground level and dispose of the cut portion. Grinding any residual stump is ineligible.

For stumps that do not require extraction, FEMA only provides PA funding based on volume or weight as removal of these stumps does not require special equipment. If the Applicant claims reimbursement of these stumps on a per stump basis, FEMA limits PA funding based on a unit price for volume or tons, calculated using the Stump Conversion Table on page 4 of this document.

If the Applicant incurs additional costs, staff should complete Form FROC-SUM-004, Hazardous Stump Summary and present documentation to substantiate the costs as reasonable based on the equipment required to perform the work.

Documentation Requirements for Hazardous Limbs, Trees, and Stumps
The Applicant must retain, and provide when requested, all of the following documentation to support the eligibility of contracted work to remove tree limbs, branches, stumps, or trees that are still in place:

- Specifics of the immediate threat with the location (geographical coordinates in latitude, longitude) and photograph or video documentation that establishes the item is on public property;
- Quantity removed;
- Quantity, location, and source of material to fill root-ball holes; and
- Description of equipment used to perform the work.

Stump Conversion Table

Diameter to Volume Capacity

FEMA quantifies the number of cubic yards of debris for each size of stump based on the following formula:

$$\frac{[(\text{Stump Diameter}^2 \times 0.7854) \times \text{Stump Length}] + [(\text{Root-Ball Diameter}^2 \times 0.7854) \times \text{Root-Ball Height}]}{46{,}656}$$

0.7854 is one-fourth Pi and is a constant.
46,656 is used to convert cubic inches to cubic yards and is a constant.

The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

- Stump diameter measured 2 feet up from the ground
- Stump diameter to root-ball diameter ratio of 1:3.6
- Root-ball height of 31 inches

Stump Diameter (Inches)	Debris Volume (Cubic Yards)	Stump Diameter (Inches)	Debris Volume (Cubic Yards)
6	0.3	46	15.2
7	0.4	47	15.8
8	0.5	48	16.5
9	0.6	49	17.2
10	0.7	50	17.9
11	0.9	51	18.6
12	1	52	19.4
13	1.2	53	20.1
14	1.4	54	20.9
15	1.6	55	21.7
16	1.8	56	22.5
17	2.1	57	23.3
18	2.3	58	24.1
19	2.6	59	24.9
20	2.9	60	25.8
21	3.2	61	26.7
22	3.5	62	27.6
23	3.8	63	28.4
24	4.1	64	29.4
25	4.5	65	30.3
26	4.8	66	31.2

Stump Conversion Table, Continued

Diameter to Volume Capacity

FEMA quantifies the number of cubic yards of debris for each size of stump based on the following formula:

$$\frac{[(\text{Stump Diameter}^2 \times 0.7854) \times \text{Stump Length}] + [(\text{Root-Ball Diameter}^2 \times 0.7854) \times \text{Root-Ball Height}]}{46{,}656}$$

0.7854 is one-fourth Pi and is a constant.
46,656 is used to convert cubic inches to cubic yards and is a constant.

The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

- Stump diameter measured 2 feet up from the ground
- Stump diameter to root-ball diameter ratio of 1:3.6
- Root-ball height of 31 inches

Stump Diameter (Inches)	Debris Volume (Cubic Yards)	Stump Diameter (Inches)	Debris Volume (Cubic Yards)
25	4.5	65	30.3
26	4.8	66	31.2
27	5.2	67	32.2
28	5.6	68	33.1
29	6	69	34.1
30	6.5	70	35.1
31	6.9	71	36.1
32	7.3	72	37.2
33	7.8	73	38.2
34	8.3	74	39.2
35	8.8	75	40.3
36	9.3	76	41.4
37	9.8	77	42.5
38	10.3	78	43.6
39	10.9	79	44.7
40	11.5	80	45.9
41	12	81	47
42	12.6	82	48.2
43	13.3	83	49.4
44	13.9	84	50.6
45	14.5		

Leaner-Hanger Summary

Purpose:
Used to document all debris tickets associated with the removal of hazardous leaning trees and hanging branches. Refer to the following documents for more information about eligibility requirements:

- FDEM Leaner-Hanger-Stump Guidance (FROC-GUI-005)
- FEMA Public Assistance Debris Monitoring Guide (March 2021)
- FEMA Public Assistance Program and Policy Guide (Version 5)
- Public Assistance Debris Removal Tips Fact Sheet (August 2017)
- Public Assistance Private Property Debris Removal (PPDR) Fact Sheet (August 2019)

Fields:

- Ticket Number: Issued by the debris monitor at the work site
- Ticket Date: Date the ticket was created
- Ticket Time: Date the ticket was created
- Contractor: Name of the contractor responsible for the work
- Physical Address/Location: Street address, City, and ZIP code (if applicable) or specific location description
- GPS Latitude (decimal degrees): Global Positioning System latitude coordinate in decimal degrees (i.e., 00.000000)
- GPS Longitude (decimal degrees): Global Positioning System longitude coordinate in decimal degrees (i.e., 00.000000)
- Photo Number: Add corresponding photo number as confirmation that photographs have been taken that show the leaner/hanger posed an immediate threat and that required FEMA eligibility requirements have been met. Photos should be provided for all work
- Comment documenting threat: Description of how the leaner/hanger posed an immediate threat

Leaner-Hanger Summary

Ticket Number	Ticket Date	Ticket Time	Contractor	Physical Address/Location	GPS Latitude (decimal degrees)	GPS Longitude (decimal degrees)	Photos Number	Comment Documenting Threat

Stump Summary

Purpose:
Used to document all debris tickets associated with the removal of hazardous tree stumps. Refer to the following documents for more information about eligibility requirements:

- FDEM Leaner-Hanger-Stump Guidance (FROC-GUI-005)
- FEMA Public Assistance Debris Monitoring Guide (March 2021)
- FEMA Public Assistance Program and Policy Guide (Version 5)
- Public Assistance Debris Removal Tips Fact Sheet (August 2017)
- Public Assistance Private Property Debris Removal (PPDR) Fact Sheet (August 2019)

Fields:

- Ticket Number: Issued by the debris monitor at the work site
- Ticket Date: Date the ticket was created
- Ticket Time: Date the ticket was created
- Contractor: Name of the contractor responsible for the work
- Physical Address/Location: Street address, City, and ZIP code (if applicable) or specific location description
- GPS Latitude (decimal degrees): Global Positioning System latitude coordinate in decimal degrees (i.e., 00.000000).
- GPS Longitude (decimal degrees): Global Positioning System longitude coordinate in decimal degrees (i.e., 00.000000)
- Hazard (Yes or No): Confirmation that the stump has been designated a hazard.
- Fill Material Quantity (CY): Volume in cubic yards of material used to fill the root ball hole
- Fill Material Location: location of material used to fill the root ball hole
- Fill Material Source: source of material used to fill the root ball hole
- Photo Number: Add corresponding photo number as confirmation that photographs have been taken that show the diameter of the stump, demonstrate that the stump posed an immediate threat, and that required FEMA eligibility requirements have been met

Stump Summary

Ticket Number	Ticket Date	Ticket Time	Contractor	Physical Address/Location	GPS Latitude (decimal degrees)	GPS Longitude (decimal degrees)	Hazard (Y or N)	Fill Material Quantity (CY)	Fill Material Location	Fill Material Source	Photo Number

Leaner-Hanger-Stump Ticket

Purpose:

This ticket template is composed of three pages and is used to document debris activities associated with the removal of leaning trees (one ticket per tree), hanging tree limbs (one ticket per tree), and tree stumps (one ticket per tree). This template may need to be modified to address contractual requirements. Additional debris guidance documents are listed below.

- FDEM Leaner-Hanger-Stump Guidance (FROC-GUI-00)
- FEMA Public Assistance Debris Monitoring Guide (March 2021)
- FEMA Public Assistance Program and Policy Guide (Version 5)
- Public Assistance Debris Removal Tips Fact Sheet (August 2017)
- Public Assistance Private Property Debris Removal (PPDR) Fact Sheet (August 2019)

Fields:

Top section

- Ticket Number: Issued by the debris monitor at the work site

"Ticket Information" section

- Ticket Date & Time: Date and time the ticket was created
- Event: Name of the event (e.g., Hurricane Michael)
- Applicant: The Public Assistance Applicant Name (i.e., jurisdiction legally responsible for the work)
- Contractor: Name of the contractor responsible for the work
- Subcontractor: Name of the subcontractor responsible for the work
- Crew Number: Unique identifier assigned by the Applicant/contractor for the work crew performing the activities

"Leaner/Hanger/Stump Information" section

- Start Date & Time: Date and time the work was started
- End Date & Time: Date and time the work was finished
- GPS Latitude (decimal degrees): Global Positioning System latitude coordinate in decimal degrees (i.e., 00.000000).
- GPS Longitude (decimal degrees): Global Positioning System longitude coordinate in decimal degrees (i.e., 00.000000)
- Street Address, City, and ZIP code
- Monitor Name & ID: debris monitor's name and unique identifier
- Parcel Number: Unique identifier assigned by the local tax assessment office for the location in which work was performed
- ROE Number: Unique identifier associated with right-of-entry onto private property. See Right of Entry – Example (FROC-GUI-003) document for more information.
- Location: Type of location the work was conducted
- Actual Diameter (Single Tree Removal): Diameter of the tree in inches
- Number of cuts (Hanging Limb Removal): Number of limbs cut on the tree
- Actual Diameter (Single Stump Removal): Diameter of the stump in inches

Top section

- Notes: For use at the Applicant's discretion

Leaner/Hanger/Stump Ticket	Ticket Number

Ticket Information

Ticket Date	Ticket Time		Contractor
Event			Subcontractor
Applicant			Crew Number

Leaner/Hanger/Stump Information

Start Date	Start Time		End Date	End Time
GPS Latitude (decimal degrees)			GPS Longitude (decimal degrees)	
Street Address, Street Name, & ZIP Code			Monitor Name & ID	
Parcel Number			ROE Number	

Location

Public ROW	☐	Waterway	☐
Private Property	☐	Other	☐
School	☐	Other Explanation	
Parks	☐		

Single Tree Removal	Hanging Limb Removal	Single Stump Removal
Actual diameter ☐	Number of cuts ☐	Actual Diameter ☐

Notes

Leaner/Hanger/Stump Photo Sheet & Checklist	Ticket Number

Photo 1	Photo 2

The appropriate section must be completed below.

Tree Removal

- ☐ Required: Poses an immediate threat to public health and safety,
- ☐ Required: Diameter of 6" or greater measured 4.5' above ground level and:
  - ☐ Split trunk; or
  - ☐ Broken canopy; or
  - ☐ Leaning at greater than 30 degrees.

Hanging Limb Removal

- ☐ Required: Poses an immediate threat to public health and safety,
- ☐ Required: Diameter of 2" or greater measured at the point of break, and:
  - ☐ Could fall and cause injury to people; or
  - ☐ Could fall and cause damage to improved property.

Stump Removal

- ☐ Required: Poses an immediate threat to public health and safety
- ☐ Required: 50% or more of the root-ball exposed
- ☐ Required: Greater than 2' in diameter when measured 2' from the ground

Comment

Leaner/Hanger/Stump Additional Photo Sheet	Ticket Number
Photo 3	Photo 4
Photo 5	Photo 6
Photo 7	Photo 8

APPENDIX G

Daily Roving Monitor Log

Event Name: _____ Monitor Name: _____ Date: _____

Purpose

This form is used to record the activities performed by the roving debris monitors. This log is used to show that the Applicant provided adequate oversight for their debris operations.

Fields

- Event Name: Type of event, Number, Name of Event if known will be entered.
- Monitor Name: Name of monitor will be entered.
- Date: Date of event.
- Site/Group: The location visited and/or the individuals monitored.
- Time: Time of visit.
- Comments: Monitor comments related to site (e.g., no issues, potential issues (list specifics), etc.)

Daily Roving Monitor Log

Event_____ Monitor _____ Date_____

Group/Stop	Time	Comments

APPENDIX H

CONTRACTOR EVALUATION FORM

PROJECT NAME:_____ Date:_____

CONTRACTOR:_____
Address:_____
Bid Number:_____

Scope of Work:_____

PERFORMANCE RATING		
Score		**Rating**
81-100%		Excellent
60-80%		Satisfactory
31-59%		Needs Improvement
0-30%		Unsatisfactory

TOTAL SCORE

Instructions: Fill out only the applicable categories depending on the nature of the project in progress or completed. Determine the overall score by adding the scores for each category rated then dividing by the number of categories rated. The scores for each category rated should be on a scale of 1 - 100 in accordance with the performance rating schedule above.

Category	**Score**	**Criteria**	**Comments**
Communication		Professional, efficient, responds to requests by County staff	
Timeliness		Provides accurate timelines; responds to work requests in a timely fashion; completes work request in a timely fashion	
Invoice submittal		Provides timely and accurate invoices in accordance with the contract	
Quality		Quality control, workmanship, supervision/management	
Cooperation		Cooperates efficiently with all User Divisions; schedules work requests effectively	
Other (if needed by Division)			
TOTAL SCORE		Sum of Scores / # Categories Evaluated	

City Project Manager Signature: _____

Division Director Signature:_____

Purchasing Director Signature:_____

Date Mailed To Contractor:_____
If the Contractor receives a less than satisfactory performance rating, the evaluation must be sent to the City Administrator or his designee for review and signature.

County Administrator/Designee Signature:_____
Notice to Contractor: Should the contractor wish to file a rebuttal, a letter must be sent to the Purchasing Director outlining the points of disagreement within seven (7) working days

APPENDIX I

SMAA
Statewide Mutual Aid Agreement

Resource Support Agreement

Section I - Resource Request

Requesting Party Information

Requesting Party:		**Assisting Party:**	
Incident:		**New/Amended:**	
Mission #:		**Emergency Status**	

Primary Point of Contact

Name:		Title:	
E-Mail Address:		Phone Number:	

Mission Timeline

Start Date:		End Date:	
Location:		Zip Code:	
City:			

Mission Information - Request

Mission Description:

Resources/Capabilities Requested:

Deployment Conditions

Working Conditions:

Comments:

Health & Safety Concerns:

Comments:

Deployment Logistics

Is Lodging Available?

Comments:

Will Meals Be Provided?

Comments:

Will Other Logistics Be Provided?

Comments:

Additional Comments:

Authorized Representative Approval

Name: **Title:**

Signature:

Date:

SMAA
Statewide Mutual Aid Agreement

Resource Support Agreement

Section II - Resource Offer

Assisting Party Information

Assisting Party:		**Requesting Party:**	
Incident:		**New/Amended:**	
Mission #:			

Primary Point of Contact

Name:		Title:	
E-Mail Address:		Phone Number:	

Mission Timeline

Date Available:		Return Date:	
Location: City:		Zip Code:	

Mission Information - Offer

Resources Available:

Logistical Needs/Requirements:

Deployment Cost Summary

Personnel Costs:	$ -
Personnel Backfill Costs:	$ -

Travel Costs:

Meals	$ -
Lodging	$ -
Vehicle	$ -
Total Travel	**$ -**
Equipment:	$ -
Materials:	$ -
Other (explain in comments):	$ -
Total estimated cost:	**$ -**

Comments:

Authorized Representative Approval

Name: **Title:**

Signature:

Date:

SMAA
Statewide Mutual Aid Agreement

Resource Support Agreement

Section II - Personnel Cost Estimate

Employee Name/Position	Regular Salary Rate	Fringe Benefit Hourly Rate	Regular Hours Per Day	OT Hourly Rate	OT Fringe Benefit Hourly Rate	OT Hours Per Day	Total Daily Cost	Mission Days	Total Mission Cost
EXAMPLE: *Incident Commander*	*$ 50.00*	*$ 0.95*	*8*	*$ 75.00*	*$ 50.00*	*4*	*$ 907.60*	*16*	*$ 14,521.60*
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						Total Personnel Estimate:			$ -

SMAA
Statewide Mutual Aid Agreement

Resource Support Agreement

Section II - Personnel Backfill Cost Estimate

Employee Name/Position	Regular Salary Rate	Fringe Benefit Hourly Rate	Regular Hours Per Day	OT Hourly Rate	OT Fringe Benefit Hourly Rate	OT Hours Per Day	Total Daily Cost	Mission Days	Total Mission Cost
EXAMPLE: *Backfill for Fire Chief*	*$ 45.00*	*$ 0.95*	*8*	*$ 75.00*	*$ 50.00*	*4*	*$ 867.60*	*16*	*$ 13,881.60*
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							Total Personnel Estimate:		**$ -**

SMAA
Statewide Mutual Aid Agreement

Resource Support Agreement

Section II - Travel Cost Estimate

Per Diem Estimate

Employee Name/Position	Breakfast	Lunch	Dinner	Daily Rate	Daily Total	Mission Days	Total Mission Cost
EXAMPLE: *Incident Commander*	*$ 6.00*	*$ 11.00*	*$ 19.00*	*$ -*	*$ 36.00*	*16*	*$ 576.00*
					$ -		$ -
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Per Diem Estimate Total **$ -**

Lodging Estimate

Accommodation	Nightly Rate	Number of Rooms	Number of	Total
EXAMPLE: *Hotel*	*$ 150.00*	*1*	*14*	*$ 2,100.00*
				$ -
				$ -
				$ -
				$ -
				$ -

Total Estimated Lodging: **$ -**

Vehicle Estimate						
Vehicle Type	**Vehicle Mileage Rate**	**Estimated Mileage**	**Daily Rental Rate**	**Mission Dates**	**Estimated Fuel**	**Total**
EXAMPLE: *Economy Rental*			*$ 35.00*	*16*	*$ 200.00*	*$ 760.00*
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
						$ -
				Total Vehicle Estimate:		**$ -**
				Total Estimated Travel:		**$ -**

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Statewide Mutual Aid Agreement

Resource Support Agreement

Section II - Equipment Cost Estimate

Equipment	FEMA Equipment Code #	Equipment Rate	Hours Per Day	Days In Use	Total Mission Cost
EXAMPLE: *6000 LB Forklift*	*8301*	*$ 14.73*	*6*	*14*	$ 1,237.32
					$ -
					$ -
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					$ -
					$ -
				Total Equipment Estimate:	**$ -**

SMAA
Statewide Mutual Aid Agreement

Resource Support Agreement

Section II - Commodities & Other

Commodities Estimate

Item	Unit Price	Amount	Reason for Purchase	Total
EXAMPLE: *Sleeping Bag*	*$ 35.00*	*1*	*bedding at base camp*	*$ 35.00*
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -
				$ -

Total Commodities Estimate: $ -

Other Estimated Costs

Expense	Reason for Purchase	Total
EXAMPLE: *Laundry Services*	*Service not provided at base camp*	*$ 25.00*

Total Other Costs Estimate: $ -

WebEOC Resource Request Template Guide

Public Works Hurricane Response – State of Florida / SERT Mission Requests

The following templates are structured similarly to commonly used Florida WebEOC mission request boards and are intended for use by municipal or county public works departments requesting assistance through county emergency management to the Florida Division of Emergency Management State Emergency Response Team (SERT). WebEOC is the State's primary mission and resource coordination platform.

General WebEOC Mission Request Format

Required Fields

- Incident Name
- Date/Time Submitted
- Requesting Agency
- Point of Contact
- ESF Category
- Mission Priority
- Detailed Description
- Quantity Needed
- Delivery Location
- Required By Time
- Justification
- Local Resources Exhausted? (Y/N)
- Vendor/Contractor Utilized? (Y/N)
- Estimated Duration of Need
- Special Instructions

TEMPLATE 1 — Debris Removal Assets

Mission Title: Debris Removal Equipment and Operators

ESF: ESF-3 Public Works and Engineering

Resource Requested

- Front-end loaders
- Grapple trucks
- Debris haulers
- Bulldozers
- Skid steers
- Chainsaw crews

Sample Description
Requesting emergency debris removal assets for clearance of primary transportation routes, emergency access corridors, and critical infrastructure access points following hurricane impacts. Local resources are exhausted.

Priority
Life Safety / Emergency Access

Delivery Location

Public Works Yard or Staging Area

Duration
72 hours minimum operational period

TEMPLATE 2 — Traffic Signal Repair Support

Mission Title: Emergency Traffic Signal Repair Teams

ESF: ESF-1 Transportation / ESF-3 Public Works

Resource Requested

- Certified traffic signal technicians
- Bucket trucks
- Portable signal trailers
- Signal heads and mast arm hardware
- Temporary generators

Sample Description

Requesting traffic signal repair strike teams to restore critical intersections impacting evacuation routes, hospitals, and emergency response corridors.

Priority

Critical Infrastructure Restoration

TEMPLATE 3 — Generator Support

Mission Title Emergency Generator Deployment

ESF ESF-12 Energy / ESF-3 Public Works

Resource Requested

- Towable generators
- Fuel support
- Electricians
- Power distribution panels
- Light towers

Sample Description

Requesting temporary generator support for lift stations, fuel sites, public works facilities, and critical municipal operations due to extended commercial power outage.

Include
- KW requirements
- Single or three-phase
- Fuel type
- Runtime expectations

TEMPLATE 4 — Fuel Support

Mission Title Emergency Fuel Resupply

ESF ESF-12 Energy

Resource Requested

- Diesel fuel
- Unleaded fuel
- Mobile fuel trucks
- Fuel bladders
- Fuel tender operations

Sample Description

Requesting emergency fuel resupply for public works vehicles, generators, debris operations, and emergency fleet continuity.

Include

- Estimated gallons per day
- Existing fuel remaining
- Delivery capability
- Security at site

TEMPLATE 5 — Flood Control Resources

Mission Title Flood Mitigation Equipment Request

ESF ESF-3 Public Works

Resource Requested

- High-volume pumps
- Sandbags
- Sandbag filling machines
- Portable barriers
- Dewatering teams

Sample Description

Requesting flood mitigation resources for protection of critical infrastructure and residential areas experiencing significant stormwater intrusion.

TEMPLATE 6 — Public Works Personnel Augmentation

Mission Title Public Works Mutual Aid Personnel

ESF ESF-7 Logistics / ESF-3 Public Works

Resource Requested

- Equipment operators
- Mechanics
- Electricians
- Road and bridge crews
- Building inspectors

Sample Description

Requesting supplemental personnel to maintain 24-hour operational periods for debris clearance, infrastructure assessment, and emergency repairs.

TEMPLATE 7 — Heavy Equipment Transport

Mission Title Heavy Equipment Transportation Support

ESF ESF-1 Transportation

Resource Requested

- Lowboy trailers
- CDL drivers
- Escort vehicles
- Fuel support

Sample Description

Requesting transportation assets to relocate heavy equipment into impacted operational areas for debris clearance and infrastructure restoration.

TEMPLATE 8 — Emergency Roadway Repair

Mission Title Emergency Roadway Stabilization and Repair

ESF ESF-3 Public Works

Resource Requested

- Asphalt crews
- Temporary bridge materials
- Barricades
- MOT equipment
- Culvert repair materials

Sample Description

Requesting emergency roadway stabilization resources to restore safe travel on primary transportation corridors impacted by washouts and structural failures.

TEMPLATE 9 — Building Damage Assessment Teams

Mission Title Structural Assessment Teams

ESF ESF-3 Public Works

Resource Requested

- Building inspectors
- Structural engineers
- Drone teams
- GIS support

Sample Description

Requesting technical assessment teams to evaluate municipal infrastructure, public buildings, and critical facilities following hurricane impacts.

TEMPLATE 10 — Temporary Facilities / Base Camps

Mission Title Public Works Base Camp Support

ESF ESF-7 Logistics

Resource Requested

- Mobile command trailers
- Portable sanitation
- Shower trailers
- Sleeping trailers
- Feeding support

Sample Description

Requesting temporary base camp support for sustained public works and infrastructure restoration operations.

Recommended WebEOC Attachment Types

Attach when possible:

- Maps
- Damage photos
- Drone imagery
- Cost estimates
- GIS layers
- Situation reports
- Infrastructure assessments

Recommended Priority Categories

Priority	Use
Emergency	Immediate life safety
Urgent	Critical infrastructure
High	Major operational impact
Routine	Sustained recovery operations

Recommended Internal Tracking Numbers

Use standardized mission numbering:
PW-2026-HURR-[Sequential Number]

Example:
PW-2026-HURR-015

Best Practices for Florida SERT Requests

- Clearly explain why local resources are exhausted
- Identify mutual aid attempts already made
- Quantify exact resource needs
- Include operational periods
- Specify staging locations
- Include 24-hour contact information and CELL PHONE
- Update mission status frequently in WebEOC

APPENDIX J

Daily Activity Report
First Push

Purpose:
Used to record event-related and non-event-related activities performed by an individual. This form is general in nature and can be used by a wide variety of Applicants/Departments to document event-related activities.

Fields:

"Team Member(s)" Section

- **Top Section:**
  - **Event ID:** An event number, name, or unique identifier.
  - **Applicant:** Entity or Organization Name.
  - **Department:** Specific section, bureau, etc.
  - **Date:** Please use "MM/DD/YYYY" format.
- **Employee ID**
- **Employee Name**
- Note: Please include yourself - even if you are the only team member - and any team members including the team lead.
- Note: Additional team members may be included if all members performed the same activities at the same location for the same amount of time. If any team member deviates (i.e. leaves early, comes in late, etc.), they should submit their own Daily Activity Report.

"Labor" Section

- **Category:** Used to identify the FEMA Category of Work associated with the time entry. If employees are unable to correctly identify the proper Category, your organization can assign other personnel to perform this task.
- **Description of Work Performed:** Used to describe work performed related to the time entry. Sufficient language should be provided for FEMA/FDEM reviewers to understand the type of work being performed. While it is an open text field it will pre-populate with commonly performed potentially FEMA-eligible activities. *If you do not know what category of work it is, please select "N/A" for a full list of potentially FEMA-eligible activities.*
- **Starting Coordinates:** GPS coordinates pertaining to start of route/stretch of road.
- **Ending Coordinates:** GPS coordinates pertaining to end of route/stretch of road.
- **Road Cleared:** Physical address, road name, intersection, or other as appropriate.
- **Start Time:** Enter in 24-hour military time format "HH:MM" (include the colon).
- **End Time:** Enter in 24-hour military time format "HH:MM" (include the colon).
- **Event Related:** Used to identify whether the time entry is associated with the event.
- **Employee/Reviewer Signature:** This can be used to certify the Daily Activity Report if the employee is only filling out the "Labor" Section.

"Equipment Used – Hourly" Section

- **Category:** Used to identify the FEMA Category of Work associated with equipment used. If employees are unable to correctly identify the proper Category, your organization can assign other personnel to perform this task.
- **Equipment ID:** Unique equipment identifier assigned by the Applicant.
- **Operator:** Name or ID of employee who used the equipment.

- **Equipment Description:** The employee should provide a sufficient description of the equipment used (e.g., Dodge Charger police cruiser, Ford 14CY dump truck, etc.).
- **Work Location:** See "Labor" Section above.
- **Total Hours:** Used to document the total number of hours the equipment item was in active use
- **Event Related:** Used to identify whether the time entry is associated with the event.

"Equipment Used – Mileage" Section

- **Category:** See "Equipment Used - Hourly" Section above.
- **Equipment ID:** Unique equipment identifier assigned by the Applicant.
- **Operator:** Name or ID of employee who used the equipment.
- **Destination/Purpose:** The employee should provide a sufficient description of the destination and/or purpose of the claimed mileage.
- **Start & End Odometer:** These two fields should only be used if all mileage is event related.
- **Total Miles:** This field will auto-calculate if Start & End Odometer readings are entered. If Start & End Odometer readings are not entered, the total miles driven should be entered.
- **Event Related (Y/N):** See "Equipment Used - Hourly" Section above.

"Materials Used" Section

- **Category:** Used to identify the FEMA Category of Work associated with materials used. If employees are unable to correctly identify the proper Category, your organization can assign other personnel to perform this task.
- **Item Description:** Provide a sufficient description of what the item is and why it was needed.
- **Quantity:** Amount of item that was purchased/used.
- **Total Cost:** The cost associated with the item listed.
- **Justification:** Provide a sufficient description of why the item was needed.
- **Invoice/Receipt Number:** Unique invoice/receipt number to identify transaction.
- **From Stock? (Y/N):** Was the material taken from inventory/stock? If so, select 'Y'.

"Certification" Section

- **Employee Signature & Date:** Certification by the employee that all information is accurate to the best of their knowledge
- **Reviewer Signature & Date:** Provides an opportunity for a reviewer, supervisor, or other personnel to confirm that all information is accurate to the best of their knowledge. This field could serve as an opportunity to confirm that the Category of Work, "Event Related" applicability, equipment ID numbers, and other information is accurate

"Additional Notes" Section

- **#:** Corresponds to a unique row on pgs. 3-5 of the Daily Activity Report.
- **Additional Notes, Comments, or Justification:** Optional free text fields used to provide additional clarification to a corresponding row # on pgs. 3-5 of the Daily Activity Report.

Daily Activity Report - First Push

Event ID:	Applicant Name:	Department:	Date:

Please include yourself - even if you are the only team member - and any team members including the team lead, when applicable. Additional team members may be included only if all members performed the same activities at the same location for the same amount of time. If any team member deviates (i.e. leaves early, comes in late, etc.), they should submit their own Daily Activity Report.

Employee ID	Employee Name

Daily Activity Report

Purpose:
Used to record event-related and non-event-related activities performed by an individual. This form is general in nature and can be used by a wide variety of Applicants/Departments to document event-related activities.

Fields:

"Team Member(s)" Section

- **Top Section:**
  - **Event ID:** An event number, name, or unique identifier.
  - **Applicant:** Entity or Organization Name.
  - **Department:** Specific section, bureau, etc.
  - **Date:** Please use "MM/DD/YYYY" format.
- **Employee ID**
- **Employee Name**
- Note: Please include yourself - even if you are the only team member - and any team members including the team lead.
- Note: Additional team members may be included if all members performed the same activities at the same location for the same amount of time. If any team member deviates (i.e. leaves early, comes in late, etc.), they should submit their own Daily Activity Report.

"Labor" Section

- **Category:** Used to identify the FEMA Category of Work associated with the time entry. If employees are unable to correctly identify the proper Category, your organization can assign other personnel to perform this task.
- **Description of Work Performed:** Used to describe work performed related to the time entry. Sufficient language should be provided for FEMA/FDEM reviewers to understand the type of work being performed. While it is an open text field it will pre-populate with commonly performed potentially FEMA-eligible activities. *If you do not know what category of work it is, please select "N/A" for a full list of potentially FEMA-eligible activities.*
- **Work Location:** The employee should provide a sufficient description of the actual location where the work was performed. Depending on the circumstances, this may be a physical address, road intersection, GPS coordinates, or other as appropriate.
  - Enter coordinates in decimal format (e.g., 34.0522, -118.2437).
- **Start Time:** Enter in 24-hour military time format "HH:MM" (include the colon).
- **End Time:** Enter in 24-hour military time format "HH:MM" (include the colon).
- **Event Related:** Used to identify whether the time entry is associated with the event.
- **Employee/Reviewer Signature:** This can be used to certify the Daily Activity Report if the employee is only filling out the "Labor" Section.

"Equipment Used – Hourly" Section

- **Category:** Used to identify the FEMA Category of Work associated with equipment used. If employees are unable to correctly identify the proper Category, your organization can assign other personnel to perform this task.
- **Equipment ID:** Unique equipment identifier assigned by the Applicant.
- **Operator:** Name or ID of employee who used the equipment.

- **Equipment Description:** The employee should provide a sufficient description of the equipment used (e.g., Dodge Charger police cruiser, Ford 14CY dump truck, etc.).
- **Work Location:** See "Labor" Section above.
- **Total Hours:** Used to document the total number of hours the equipment item was in active use
- **Event Related:** Used to identify whether the time entry is associated with the event.

"Equipment Used – Mileage" Section

- **Category:** See "Equipment Used - Hourly" Section above.
- **Equipment ID:** Unique equipment identifier assigned by the Applicant.
- **Operator:** Name or ID of employee who used the equipment.
- **Destination/Purpose:** The employee should provide a sufficient description of the destination and/or purpose of the claimed mileage.
- **Start & End Odometer:** These two fields should only be used if all mileage is event related.
- **Total Miles:** This field will auto-calculate if Start & End Odometer readings are entered. If Start & End Odometer readings are not entered, the total miles driven should be entered.
- **Event Related (Y/N):** See "Equipment Used - Hourly" Section above.

"Materials Used" Section

- **Category:** Used to identify the FEMA Category of Work associated with materials used. If employees are unable to correctly identify the proper Category, your organization can assign other personnel to perform this task.
- **Item Description:** Provide a sufficient description of what the item is and why it was needed.
- **Quantity:** Amount of item that was purchased/used.
- **Total Cost:** The cost associated with the item listed.
- **Justification:** Provide a sufficient description of why the item was needed.
- **Invoice/Receipt Number:** Unique invoice/receipt number to identify transaction.
- **From Stock? (Y/N):** Was the material taken from inventory/stock? If so, select 'Y'.

"Certification" Section

- **Employee Signature & Date:** Certification by the employee that all information is accurate to the best of their knowledge
- **Reviewer Signature & Date:** Provides an opportunity for a reviewer, supervisor, or other personnel to confirm that all information is accurate to the best of their knowledge. This field could serve as an opportunity to confirm that the Category of Work, "Event Related" applicability, equipment ID numbers, and other information is accurate

"Additional Notes" Section

- **#:** Corresponds to a unique row on pgs. 3-5 of the Daily Activity Report.
- **Additional Notes, Comments, or Justification:** Optional free text fields used to provide additional clarification to a corresponding row # on pgs. 3-5 of the Daily Activity Report.

Daily Activity Report

Event ID:	Applicant Name:	Department:	Date:

Please include yourself - even if you are the only team member - and any team members including the team lead, when applicable. Additional team members may be included only if all members performed the same activities at the same location for the same amount of time. If any team member deviates (i.e. leaves early, comes in late, etc.), they should submit their own Daily Activity Report.

Employee ID	Employee Name

Daily Activity Report

LABOR

Emergency Work Categories: A (Debris Removal) | B (Emergency Protective Measures)
Permanent Work Categories: C (Roads and Bridges) | D (Water Control) | E (Buildings and Equipment) | F (Utility Systems) | G (Recreational & Other) | I (Building Code and Floodplain Management Administration and Enforcement)

Note: If conducting temporary repairs to a Cat C – G site, please utilize Cat B for this activity
Note: Activities marked with an asterisk * require additional documentation or justification according to FEMA guidelines

Enter time as HH:MM using a 24-hour clock

#	Category	Description of Work Performed	Work Location / GPS Coord.	Start Time	End Time	Labor Hours	Event Related
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							

Total Non-Event Related Hours: 0.00

Total Event Related Hours: 0.00

Employee Signature:
(If only filling out information on this page, otherwise leave blank)

Reviewer Signature:

Daily Activity Report

VEHICLE AND EQUIPMENT ACTIVE (DRIVER / OPERATOR ONLY) - HOURS ONLY

#	Category	Equipment ID#	Operator	Vehicle Equipment Description	Work Location / GPS Coord.	Hours	Event Related
14							
15							
16							
17							
18							
19							

Total Non-Event Related Hours: 0 **Total Event Related Hours:** 0

VEHICLE AND EQUIPMENT ACTIVE (DRIVER / OPERATOR ONLY) - MILEAGE ONLY

#	Category	Equipment ID#	Operator	Destination	Start Odometer	End Odometer	Miles	Event Related
20								
21								

Total Non-Event Related Miles: 0 **Total Event Related Miles:** 0

MATERIALS USED (ATTACH RECEIPTS/INVOICES)

#	Category	Item Description	Quantity	Total Cost	Justification	Invoice / Receipt Number	From Stock?
22							
23							
24							
25							
26							
27							
28							

I CERTIFY THE INFORMATION ON THIS FORM IS ACCURATE

Employee Signature: **Reviewer Signature:**

Date: **Date:**

Daily Activity Report
Additional Notes

Instructions: Use these optional free text fields to provide additional clarification to the corresponding row # on pgs. 3-5 of the Daily Activity Report, especially for Descriptions of Work Performed marked with an * (asterisk).

#	Additional Notes, Comments, or Justification
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	
11	
12	
13	
14	
15	
16	
17	
18	
19	
20	
21	
22	
23	
24	
25	
26	
27	
28	

Daily Activity Report - First Push

LABOR

Emergency Work Categories: A (Debris Removal) | B (Emergency Protective Measures)
Permanent Work Categories: C (Roads and Bridges) | D (Water Control) | E (Buildings and Equipment) | F (Utility Systems) | G (Recreational & Other) | I (Building Code and Floodplain Management Administration and Enforcement)

Note: If conducting temporary repairs to a Cat C – G site, please utilize Cat B for this activity
Note: Activities marked with an asterisk * may require additional documentation or justification according to FEMA guidelines

Enter time as HH:MM using a 24-hour clock

#	Category	Description of Work Performed	Starting Coordinates	Ending Coordinates	Road Cleared	Start Time	End Time	Labor Hours	Event Related
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									

Total Non-Event Related Hours: 0.00

Total Event Related Hours: 0.00

Employee Signature:
(If only filling out information on this page, otherwise leave blank)

Reviewer Signature:

Daily Activity Report - First Push

VEHICLE AND EQUIPMENT ACTIVE (DRIVER / OPERATOR ONLY) - HOURS ONLY

#	Category	Equipment ID#	Operator	Vehicle Equipment Description	Work Location / GPS Coord.	Hours	Event Related
14							
15							
16							
17							
18							
19							

Total Non-Event Related Hours: 0 **Total Event Related Hours:** 0

VEHICLE AND EQUIPMENT ACTIVE (DRIVER / OPERATOR ONLY) - MILEAGE ONLY

#	Category	Equipment ID#	Operator	Destination	Start Odometer	End Odometer	Miles	Event Related
20								
21								

Total Non-Event Related Miles: 0 **Total Event Related Miles:** 0

MATERIALS USED (ATTACH RECEIPTS/INVOICES)

#	Category	Item Description	Quantity	Total Cost	Justification	Invoice / Receipt Number	From Stock?
22							
23							
24							
25							
26							
27							
28							

I CERTIFY THE INFORMATION ON THIS FORM IS ACCURATE

Employee Signature:

Date:

Reviewer Signature:

Date:

Daily Activity Report - First Push

Additional Notes

#	Additional Notes, Comments, or Justification
1	
2	
3	
4	
5	
6	
7	
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12	
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28	

APPENDIX K

Equipment Inventory Log

Purpose:

This form will record and summarize the vehicles/equipment that were implemented in performing event related work. The Applicant will need to reference the current FEMA Equipment Rate Sheet to complete the log.

Fields:

- Event Name: Type of event, Number, Name of Event if known will be entered.
- Applicant Name: Name of applicant will be entered.
- Date: Date of event
- Equipment ID: Unique ID number assigned by workplace
- Type: Enter the main functionality of the equipment
- Year: Enter the year the equipment was manufactured
- Make: Enter the manufacturer, company, or name of the equipment
- Model: Enter the name that represents the given size and shape of the equipment
- Size/Capacity: Enter the capability or dimensions of effort that the equipment is able to perform
- FEMA Cost Code: Enter the number associated with make, model, year, and type of equipment from the FEMA Equipment Rate Sheet
- FEMA Cost Code Rate: Enter the corresponding dollar rate associated with make, model, year, and type of equipment from the FEMA Equipment Rate Sheet
- FEMA Cost Code Unit: Enter hour or mile, depending on the use of the equipment (hour when used to perform work, mile when used for transportation)
- Note: Enter any additional, relevant details if desired (might not be applicable for all equipment, if any)

Equipment Inventory Log

Event Name: _____ Applicant Name: _____ Date: _____

Department:									
Equipment ID	Type	Year	Make	Model	Size/ Capacity	FEMA Cost Code	FEMA Cost Code Rate	FEMA Cost Code Unit	Note

APPENDIX L

On-Hand Materials & Supplies Usage Log

Event Name: _____ Applicant Name: _____ Date: _____

Purpose

This form will record materials and supplies used to respond during an event. Applicant will need to track items taken from stock with inventory withdrawal and usage records.

Fields

- Event Name: Type of event, Number, Name of Event if known will be entered.
- Applicant Name: Name of applicant will be entered.
- Date: Date of event
- Issuer: Name of staff recording the inventory usage log information.
- Date: Date the material or supply is used.
- Time: Time the material or supply is withdrawn or used.
- Material Type: Type of material being withdrawn or used.
- Material Quantity: Quantity of material being withdrawn or used.
- Material Description: Brief description of the material being withdrawn or used.
- Receiver: Person receiving the material or supply during the event.
- Comment: Any comments need to support eligibility of material and supply being withdrawn or used.

On-Hand Materials & Supplies Usage Log

Issuer: _____ Event Name: _____ Applicant Name: _____

DATE	TIME	MATERIAL TYPE	MATERIAL QUANTITY	MATERIAL DESCRIPTION	RECEIVER	COMMENT

AGENDA ITEM NO. 6.i

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: September 23, 2026

SUBMITTED BY: Kim Clayback, Public Works & Utilities

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Florida Division of Emergency Management (FDEM) Hazard Mitigation Grant Agreement H1543 for the City of Bradenton Southwest Ward 5 Flood Risk Reduction

SUGGESTED ACTION: Council approval of the Federally-Funded Subaward and Grant Agreement with FDEM for the City of Bradenton Southwest Ward 5 Flood Risk Reduction.

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 the Southwest Ward 5 Flood Risk Reduction Project, Project No. 4734-079-R, Agreement No. H1543. The project is intended to reduce recurring flooding in the area generally bounded by 23rd Avenue West, 26th Avenue West, 5th Street West, and 9th Street West.

The agreement is for Phase I of the project and includes surveying, engineering and design, hydrologic and hydraulic analysis, permitting, plans preparation, and bidding. Upon completion of Phase I, the City will submit the required design and supporting documentation to FDEM and FEMA for consideration of Phase II construction funding. The remainder of the design is funded through an FY26 State Appropriation. No construction is authorized under the current agreement.

FINANCIAL IMPACT:
The Phase I project budget is $217,350.00, consisting of $163,012.50 in federal

HMGP funding and a $54,337.50 City match.

ATTORNEY REVIEW/RECOMMENDATION:
Reviewed by City Attorney Rudacille.

SUGGESTED MOTION:
Motion to approve the FDEM Federally-Funded Subaward and Grant Agreement H1543 for the City of Bradenton Southwest Ward 5 Flood Risk Reduction.

ATTACHMENTS:
FDEM Grant Agreement H1543

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 #:	4734-079-R
PROJECT TITLE:	City of Bradenton, SW Ward 5, Flood Risk Reduction
CONTRACT #:	H1543
MODIFICATION #:	N/A

SUB-RECIPIENT REPRESENTATIVE (POINT OF CONTACT)	
	Kim Clayback Engineering Engineer 1411 9th Street West Bradenton, Florida 34205

Enclosed is your copy of the proposed contract/modification 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 by Official Representative
☒	**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 County of Concern Affivadit completed, signed, and dated ☒ N/A for Modifications or State Funded Agreements
☒	Electronic Submittal to the Grant Specialist

If you have any questions regarding this contract, or who is authorized to sign it, please contact your Project Manager at (770) 668-8231 or email me at Samara.Burke@yagroup.com.

Agreement Number: **H1543**

Project Number: **4734-079-R**

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-4734-FL
Federal Award Date:	July 23, 2026
Subaward Period of Performance Start and End Date:	July 23, 2026 – January 31, 2028
Amount of Federal Funds Obligated by this Agreement:	$155,250.00
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	$163,012.50
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity	$163,012.50
Federal award project description (see FFATA):	Flood Risk Reduction
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:	Samara.Burke@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:

Samara Burke
Project Manager/Grant Manager
Bureau of Mitigation
Florida Division of Emergency Management
2489 Shumard Oak Blvd.
Tallahassee, FL 32399-2100
Telephone: 770-668-8231
Email: Samara.Burke@yagroup.com

The Division's Alternate Grant Manager for this Agreement is:

Kathleen Marshall
Community Program Manager
Bureau of Mitigation
Florida Division of Emergency Management
2489 Shumard Oak Boulevard
Tallahassee, FL 32399-2100
Telephone: 850-528-4216
Email: Kathleen.Marshall@em.myflorida.com

i. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Kim Clayback
Engineering Engineer
1411 9th Street West
Bradenton, Florida 34205
Telephone: 941-708-6304
Email: Kim.Clayback@bradentonfl.gov

ii. 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 July 23, 2026, and shall end on January 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.

The terms of this Agreement are intended to encompass the Pre-Award period. If applicable, the Pre-Award period and approved Pre-Award costs shall be outlined in Attachment A of this Agreement (“Budget and Scope of Work”).

(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 **$155,250.00**.

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:

a. 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,

b. 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.

k. No reimbursements shall be made for costs outside the period of agreement, as defined in paragraph (8) of this Agreement.

(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. "Except 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

m. 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.

n. 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:

a. 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.

b. 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.

c. 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:

a. 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).

b. 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.

c. 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.

d. 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: Gene Brown, Mayor

Date: September 23, 2026

FEID#: 59-6000286

STATE OF FLORIDA
DIVISION OF EMERGENCY MANAGEMENT

By: _____

Name and Title: Jared W. Perdue

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: **$155,250.00**

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:
   - Localized Minor Drainage Improvement
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

Budget and Scope of Work

STATEMENT OF PURPOSE:

The purpose of this Scope of Work is flood risk reduction to the area located on 5th Street West in Bradenton, Manatee County, Florida, funded through the Hazard Mitigation Grant Program (HMGP) **DR-4734-079-R**, as approved by the Florida Division of Emergency Management (Division) and the Federal Emergency Management Agency (FEMA).

The Sub-Recipient, City of Bradenton, shall conduct Phase I of this project, which includes the preliminary engineering designs and calculations, surveys, permitting, and notices. No construction activities are approved at this time. The Sub-Recipient shall complete the Phase I work in accordance with all applicable federal, state and local laws, regulations and codes.

PROJECT OVERVIEW:

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes flood risk reduction improvements located on 5th Street West, Bradenton, Florida 34205. The project area of interest extends north to south from 23rd Avenue West to 26th Avenue West, and east to west from 5th Street West to 9th Street West.

The scope of work is for Phase I only, which includes but is not limited to surveying, engineering, design, plans preparation, permitting and bidding for the proposed project, for Phase II approval. No construction activities for this project have been approved.

When completed, the Sub-Recipient shall provide deliverables for Phase II review of the following proposed activities.

The Phase II proposed scope of work shall provide protection by improving the existing stormwater collection and conveyance system by implementing a series of drainage improvements. A 23-acre basin that is currently connected to a drainage system at 5th Street West and 23rd Avenue West shall be redirected through a new 250-foot infiltration swale with an under-drain system. A new stormwater pipe system shall be installed along 24th Avenue West, extending from 5th Street West to 9th Street West and running parallel to existing systems on 25th Avenue West and 26th Avenue West. This drainage system shall be connected to an existing 30-inch pipe at 26th Avenue West and 9th Street West, ultimately discharging to Wares Creek. Lastly, additional pipe infrastructure shall be added at 5th Street West and 26th Avenue West to help direct runoff into the existing storm system. Approximately 4,200 linear feet of pipe shall be installed for the project. Currently, the area along 5th Street West has a history of flooding that affects residences and roadways in its vicinity. The project shall address the lack of capacity of the existing system historically causing residents to experience repetitive flooding on roads and structural damages.

The project shall be designed to provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Location:

Location	**Coordinates**	
Bradenton, Florida, 34205	NE	(27.478850, -82.567068)
	NW	(27.478916, -82.571237)
	SE	(27.477154, -82.567077)
	SW	(27.477185, -82.571237)

TASKS & DELIVERABLES:

A) Tasks:

1) The Sub-Recipient shall procure the services of a qualified and licensed Florida contractor and execute a contract with the selected bidder to complete the Phase I scope of work as approved by the Division and FEMA. 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 and contractor shall be responsible for maintaining a safe and secure worksite for the duration of the work. The contractor shall maintain all areas in a neat and presentable condition.

   The Sub-Recipient shall ensure that no contractors or subcontractors are debarred or suspended from participating in federally funded projects.

   The selected contractor shall have a current and valid occupational license/business tax receipt issued for the type of services being performed. 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.

   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.

2) The Sub-Recipient shall monitor and manage the Phase I portion of this project in accordance with the Hazard Mitigation Grant Program application and supporting documentation as submitted to the Division and subsequently approved by the Division and FEMA. The Division and FEMA shall render a Phase II determination upon completion of the review of Phase I deliverables. No construction activities are approved at this time. The Sub-Recipient shall ensure that all applicable state, local and federal laws and regulations are followed and documented, as appropriate.

   Phase I consists of fees; for conducting survey, flood risk reduction study, engineering, design, public notices, and/or permitting associated with the modification(s) needed to upgrade the flood risk reduction. Verification of upstream and downstream impacts shall be necessary for determining project eligibility.

   All Phase I work shall be completed in accordance with all applicable state, local and federal laws and regulations and documented, as appropriate.

   Upon completion of Task 2, the Sub-Recipient shall submit the following documents with sufficient supporting documentation and provide a summary of all scope of work changes, if any.

   a) Two sets of engineering Signed/Sealed final design and analysis, surveying, and Hydrologic and Hydraulic (H&H) Studies.

   b) Construction Plans / bid documents.

   c) Revised cost estimate for Phase II – construction (include Phase I costs), to implement the design project.

   d) Design documents shall provide a detailed description which includes specifics on project scope of work, depth and extent of ground disturbance at all construction locations of the project.

e) Color maps including topographical, aerial, and ground disturbance.

f) General description of the type of construction equipment that may be used during the proposed project's implementation and what activities it will facilitate.

g) Color photographs of the project area and areas of ground disturbance.

h) Copy of all environmental permits or applications; any obtained from the Florida Department of Environmental Protection (FDEP), and/or local Water Management District (WMD) shall be required. Any conditions for compliance shall be included in the final design plans, narrative and project implementation actions.

i) Copy of the United States Army Corps of Engineers (USACE) or FDEP Section 404 permit or No Permit Required notification from the appropriate permitting agency.

j) Copy of the floodplain permit or notification of No Permit Required from the local floodplain administrator.

k) A letter from the professional of record stating if the project will have any upstream or downstream impacts.

l) Any other documentation requested by the Division, not limited to Project Conditions and Requirements herein.

3) During the course of 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 were 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.

Direct Expenses: The Sub-Recipient shall pre-audit bills, invoices, and/or charges submitted by the contractors and subcontractors and pay the contractors and subcontractors for approved bills, invoices, and/or charges. Sub-Recipient shall ensure that all contractor/subcontractor bills, invoices, and/or charges are legitimate and clearly identify the activities being performed and associated costs.

Sub-Recipient Management Costs (SRMC) expenditure must adhere to FEMA Policy #104-11-1 HMGP Management Costs (Interim) signed November 14, 2018. FEMA defines management costs as any: Indirect costs, Direct administrative costs, and other administrative expenses associated with a specific project. Administrative costs are expenses incurred by a Sub-Recipient in managing and administering the federal award to ensure that federal, state requirements are met including: solicitation, development, review, and processing of sub-applications; delivery of technical assistance; quarterly progress and fiscal reporting; project monitoring; technical monitoring; compliance activities associated with federal procurement requirements; documentation of quality of work verification for quarterly reports and closeout; payment of claims; closeout review and liquidation; and records retention.

Any activities that are directly related to a project are not eligible under management costs. For example, architectural, engineering, and design services are project costs and cannot be included

under management costs. Similarly, construction management activities that manage, coordinate, and supervise the construction process from project scoping to project completion are project costs. These activities cannot be included under management costs.

Due to Strategic Funds Management (SFM), SRMC Interim Policy requires management costs to be obligated in increments sufficient to cover Sub-Recipient needs, for no more than one year, unless contractual agreements require additional funding. FEMA has established a threshold where annual increments will be applied to larger awards allowing smaller awards to be fully obligated. Obligations will be handled by the size of the total subaward.

The Sub-Recipient shall pre-audit all SRMC source documentation – personnel, fringe benefits, travel, equipment, supplies, contractual, and indirect costs. A brief narrative is required to identify what the funds will be used for. Documentation shall be detailed and clearly describe each approved task performed, hours devoted to each task, and the hourly rate charged including enough information to calculate the hourly rates based on payroll records. Employee benefits and tasks shall be clearly shown on the Personnel Activity Form, and all Personnel or Contractual SRMC shall be invoiced separate from all other project costs.

Project Management Expenses (only applies to disasters prior to August 1, 2017, all others adhere to FEMA Policy #104-11-1 for SRMC): The Sub-Recipient shall pre-audit source documentation such as payroll records, project time sheets, attendance logs, etc. Documentation shall be detailed information describing tasks performed, hours devoted to each task, and the hourly rate charged for each hour including enough information to calculate the hourly rates based on payroll records. Employee benefits shall be clearly shown.

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 of actual Phase I costs related to the project as identified in the project application and this scope of work. The Requests for Reimbursement (RFR) 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 Request for Reimbursement shall include the final Phase I project cost. Supporting documentation shall show that all contractors and subcontractors have been paid.

B) Deliverables:

Mitigation Activities consist of Phase I activities, which include engineering, designing, plans preparation, permitting and bidding for the proposed project, for Phase II review and approval, to implement measures for flood risk reduction located on 5th Street West in Bradenton, Florida, 34205.

The project shall be designed to provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

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) Engineering:

1) The Sub-Recipient shall submit signed and sealed Engineering plans that clearly show the engineer's estimate of the pre and post-mitigation effects of the proposed project and the relationship of the damages to be mitigated (commensurate with the level of funding requested). The H&H study shall contain at least 3 scenarios, where one represents the level of protection; under each scenario, the Sub-Recipient must identify the losses before and after mitigation (structural, content, displacement, road closure duration, or any other needed to show the improvements after the mitigation project is implemented). This includes, but is not limited to, the existing and proposed hydrology and hydraulics for the level of event being mitigated.
2) Demonstrate mitigation effectiveness, in part, by showing the physical location(s) and elevation(s) of the infrastructure/structures that are being damaged and FEMA Special Flood Hazard Areas on the same plan.
3) Submit a refined cost estimate, to include final Phase I Fees and Phase II Construction Materials and Labor.

D) Environmental:

1) Any change to the approved scope of work shall require re-evaluation for compliance with NEPA and other Laws and Executive Orders.
2) Acceptance of federal funding requires the Sub-Recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.
3) Meet all required Environmental laws and policies, and all necessary Environmental compliance documents shall be obtained as applicable.
    a) Consultation with the United States Army Corps of Engineers (USACE) or the Florida Department of Environmental Protection (FDEP) is required. A Section 404 permit or No Permit Required notification from the permitting agency shall be submitted.
    b) Copy of all environmental permits or applications; any obtained from the Florida Department of Environmental Protection (FDEP), and/or local Water Management District (WMD) shall be submitted. Any conditions for compliance shall be included in the final design plans, narrative, and project implementation actions.
    c) Copy of the local floodplain permit or No Permit Required notification from the local floodplain administrator.
4) National Historical Preservation Act compliance documents shall be obtained. Review documentation required:

a) Color maps including topographical and aerial with the project location clearly marked.

b) Color photographs of any area with ground disturbance (electronic).

c) Indicate if project site is located within a designated historic district or historic neighborhood.

d) Color ground disturbance maps showing the full extent of the project footprint and depth of ground disturbance. Geographic latitude/longitude (decimal degree format) of the proposed construction areas and staging areas. The total impacted area should also be indicated on the map.

e) General description of the type of construction equipment that may be used during the proposed project's implementation and what activities it will facilitate.

f) Previous and current use of proposed project area.

g) Any known site work or historic uses for the proposed location.

h) Any available studies that may have taken place on the property.

5) Phase I of this project is approved with the condition that the above list of deliverables shall be submitted for review and approval by the Division and FEMA before Phase II is considered.

6) No construction work may begin until Phase II is approved by the Division and FEMA.

E) <u>Programmatic:</u>

1) A change in the scope of work *must* be approved by the Division and FEMA in advance regardless of the budget implications.

2) 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.

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) A Public Notice shall be published to notify interested parties of the proposed activity. Notices shall be published in a manner that anyone that may be affected or interested in this project has access to the posting, using the Division template, as applicable.

5) 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 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.

6) A copy of the executed subcontract agreement must be forwarded to the Division within 10 days of execution.

7) Phase I – Design of this project is approved with the condition that the enclosed list of deliverables shall be submitted, 30 days prior to the Period of Performance date, for review and approval by the Division, for submittal to FEMA before Phase II – Construction is considered.

8) When Phase I is completed, the Sub-Recipient must provide 100% completed designs, calculations, a full set of signed and sealed plans and, permits for a Phase II review. A final BCA using developed technical data and study results will take place. The data inputs to the final BCA for Phase II approval, must be based on the inputs and outputs of a hazard related study such as erosion, Hydraulic & Hydrologic study, damage calculations, road closures, etc. No assumptions or historical damage will be acceptable for final BCA of Phase II approval. No construction activities for this project have been approved.

9) 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.

10) 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.

11) Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM). The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.

This is FEMA project number **4734-079-R.** It is funded under HMGP, FEMA-4734-DR-FL and must adhere to all program guidelines established for the HMGP in accordance with the PAS Operational Agreement for Disaster 4734.

FEMA awarded this project on July 23, 2026; the Period of Performance for this project shall end on **January 31, 2028**.

F) FINANCIAL CONSEQUENCES:

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

Phase I –

State Contracting:	3	Months
Bidding / Local Procurement:	2	Months
Design Specifications:	9	Months
Permitting / Survey:	2	Months
Deliverables Submitted to FDEM:	2	Months
Total Period of Performance:	**18**	**Months**

BUDGET

Line Item Budget*

Phase I	**Project Cost**	**Federal Cost**	**Non-Federal Cost**
Materials:	$0.00	$0.00	$0.00
Labor:	$0.00	$0.00	$0.00
Fees:	$207,000.00	$155,250.00	$51,750.00
Initial Agreement Amount:	**$207,000.00**	**$155,250.00**	**$51,750.00**
***Contingency Funds:	$10,350.00	$7,762.50	$2,587.50
Project Total:	**$217,350.00**	**$163,012.50**	**$54,337.50**

**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.*

***** ***This project has an estimated $10,350.00 in contingency funds.*** *Per FEMA Hazard Mitigation Assistance Guidance Part VI, D.3.4 – Contingency funds are not automatically available for use. Prior to their release, contingency funds must be re-budgeted to another direct cost category and identified. Post-award changes to the budget require prior written approval from the Division (FDEM) and FEMA. The written request should demonstrate what unforeseen condition related to the project arose that required the use of contingency funds.*

Project Management costs are included for this project in the amount of $0.00.

Funding Summary Totals

Federal Share:	$163,012.50	(75.00%)
Non-Federal Share:	$54,337.50	(25.00%)
Total Project Cost:	**$217,350.00**	**(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. 7, 9, 18, 25, and 206. Reference (Title 44, up to date as of August 18, 2023, and last amended January 9, 2023.), and any other applicable FEMA policy memoranda and guidance documents;

(3) State of Florida Administrative Plan for the Hazard Mitigation Grant Program;

(4) The applicable Hazard Mitigation Assistance Program and Policy Guide (HMA Guide);

(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 ninety (90) calendar days prior to the project expiration date. Reference the applicable Hazard Mitigation Assistance Program and Policy Guide (HMA Guide) Award Extensions guidance.

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;

(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); and EO 11990 (Wetlands).

(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: 101 Old Main Street

CITY: Bradenton STATE: Florida ZIP CODE: 34205

PROJECT TYPE: Flood Risk Reduction PROJECT #: 4734-079-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1543

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: $ _____ DIVISION DIRECTOR

APPROVED FOR PAYMENT: $ _____ 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: Flood Risk Reduction PROJECT #: 4734-079-R

PROGRAM: Hazard Mitigation Grant Program CONTRACT #: H1543

	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 #:** 4734-079-R

PROJECT TYPE: Flood Risk Reduction **CONTRACT #:** H1543

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

H1543
DEM Contract Number

4734-079-R
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 #: 4734-079-R

FUNDING AGENCY: Federal Emergency Management Agency

AWARD AMOUNT: $ 155,250.00

OBLIGATION/ACTION DATE: July 23, 2026

SUBAWARD DATE (if applicable): _____

UEID/SAM#: P3FLJ98L86V8

*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: City of Bradenton

DBA NAME (IF APPLICABLE):

PRINCIPAL PLACE OF BUSINESS ADDRESS:

ADDRESS LINE 1: 101 Old Main Street

ADDRESS LINE 2:

ADDRESS LINE 3:

CITY Bradenton STATE FL ZIP CODE+4** 34205

PARENT COMPANY UEID/SAM# (if applicable):

CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA#):

DESCRIPTION OF PROJECT (Up to 4000 Characters)

As a Hazard Mitigation Grant Program project, the Sub-Recipient proposes flood risk reduction improvements located on 5th Street West, Bradenton, Florida 34205. The project area of interest extends north to south from 23rd Avenue West to 26th Avenue West, and east to west from 5th Street West to 9th Street West.

The scope of work is for Phase I only, which includes but is not limited to surveying, engineering, design, plans preparation, permitting and bidding for the proposed project, for Phase II approval. No construction activities for this project have been approved.

When completed, the Sub-Recipient shall provide deliverables for Phase II review of the following proposed activities.

The Phase II proposed scope of work shall provide protection by improving the existing stormwater collection and conveyance system by implementing a series of drainage improvements. A 23-acre basin that is currently connected to a drainage system at 5th Street West and 23rd Avenue West shall be redirected through a new 250-foot infiltration swale with an under-drain system. A new stormwater pipe system shall be installed along 24th Avenue West, extending from 5th Street West to 9th Street West and running parallel to existing systems on 25th Avenue West and 26th Avenue West. This drainage system shall be connected to an existing 30-inch pipe at 26th Avenue West and 9th Street West, ultimately discharging to Wares Creek. Lastly, additional pipe infrastructure shall be added at 5th Street West and 26th Avenue West to help direct runoff into the existing storm system. Approximately 4,200 linear feet of pipe shall be installed for the project. Currently, the area along 5th Street West has a history of flooding that affects residences and roadways in its vicinity. The project shall address the lack of capacity of the existing system historically causing residents to experience repetitive flooding on roads and structural damages.

The project shall be designed to provide protection against a 100-year storm event. Activities shall be completed in strict compliance with Federal, State and Local applicable Rules and Regulations.

Project Location:

Location	**Coordinates**	
Bradenton, Florida, 34205	NE	(27.478850, -82.567068)
	NW	(27.478916, -82.571237)

	SE	(27.477154, -82.567077)	
	SW	(27.477185, -82.571237)	

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: Gene Brown, Mayor

DATE: September 23, 2026

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, City of Bradenton, 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

Gene Brown, Mayor
_____
Name and Title of Sub-Recipient/subcontractor's Authorized Official

September 23, 2026
_____
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:

- "Officer" means a Chief Executive Officer (CEO), Chief Financial Officer (CFO), Chief Operating Officer (COO), or any other position performing an equivalent function.
- "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.
- "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:	Gene Brown
Signature:	
Title:	Mayor
Date:	September 23, 2026

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.j

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: September 23, 2026

SUBMITTED BY: Kristofer Eccles, Public Works & Utilities

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Work Assignment for Water Treatment Plant (WTP) Filter Actuator Replacements

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
This work assignment will furnish and install forty-four (44) pneumatic actuators for the gravity filter system at the Water Treatment Plant (WTP). These replacement actuators address reliability concerns for the upcoming winter months as the existing filter actuators consistently become inoperable due to freezing temperatures.

FINANCIAL IMPACT:
The Work Assignment will be funded by GL account (40859000-563000-26511).

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the Work Assignment for Filter Actuator Replacements at the Water Treatment Plant.

ATTACHMENTS:
Work Assignment and Estimate

WORK ASSIGNMENT

WORK ASSIGNMENT NO. J20061

WORK ASSIGNMENT TITLE: WTP Filter Actuator Replacements

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

WORK ASSIGNMENT:

Contractor shall perform Tasks as more specifically detailed below:

1. SCOPE OF WORK - EMMI to remove existing actuators from butterfly valves at the City of Bradenton's WTP. EMMI will supply and install 44 new Kinetrol Actuators with CS Mounting Kits for all Pratt Butterfly Valves identified. (12) – Filter Backwash Air 6", (12) – Filter Backwash Influent 20", (12) – Filter Influent 10", (8) – Filter Effluent 12"

2. PROJECT ESTIMATE - $287,529.17

3. WORK ASSIGNMENT SCHEDULE – Estimated material lead time on actuators is 6-8 weeks. Scope of work 3-weeks to complete once mobilized.

Compensation to the Contractor for all of the above identified Services shall not exceed $287,529.17 Compensation for the tasks shall not exceed the amounts set forth as follows:

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

Consultant agrees to perform or render Services in accordance with this Agreement No. PB-23-18MK for $287,529.17 and this Work Assignment dated below.

CONTRACTOR

BY: Paul Rademaker

Printed Name: Paul Rademaker

Title: VP - Business Development

Date: September 14, 2026

CITY OF BRADENTON

BY:_____

Date: September 23, 2026

ESTIMATE

Electrical & Mechanical Maintenance Inc.

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

Job No.:	J20061
Received Date:	8/20/2026

Sold To:	**CITY OF BRADENTON** **101 12th St W.** **BRADENTON, FL 34205** **Attn: Finance - PWU Bradenton FL 34205** **Contact:** **Telephone:** 941-290-9344 RICKY CE	**Ship To:**	**CITY OF BRADENTON** **1810 1st STREET** **BRADENTON, FL 34208** **BRIAN NORMAN** **941-245-1686**

Job Number	Received Date	Sales Rep	Customer PO	Terms
J20061	8/20/2026	PR		Net 30

Item #	Description	Qty	Extension
	EMMI to remove existing actuators from butterfly valves at the City of Bradenton's WTP. EMMI will supply and install 44 new Kinetrol Actuators with CS Mounting Kits for all Pratt Butterfly Valves identified below. Estimated lead time on actuators is 6-8 weeks ARO. We estimate the scope of work to take 3-weeks to complete once we mobilize.		
NON-INVENTORY	12 – Filter Backwash Air 6" 12 – Filter Backwash Influent 20" 12 – Filter Influent 10" 8 – Filter Effluent 12"	1	207,472.32
NON-INVENTORY	LABOR	1	80,056.85
	PRICING PER CONTRACT WITH THE CITY		

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

Total	$287,529.17

Received By: _____ **Date:** _____

AGENDA ITEM NO. 6.k

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: September 23, 2026

SUBMITTED BY: Marcus Kerber, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: First Contract Extension of PB-23-18MK with Mader Electric, Inc.

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City and Mader Electric, Inc. entered into PB-23-18MK on August 9, 2023, whereby the Contractor was to provide the City with electric motor, pump, and blower repair services. The Contract provided for an initial three-year term, through August 9, 2026. The Contract allows for the option to renew the Contract term for three (3) additional one-year periods. the Parties desire to exercise the first option to renew and extend the term of the Contract for an additional one-year period to August 9, 2027.

FINANCIAL IMPACT:
Funded by account (40253320 552900).

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

SUGGESTED MOTION:
Motion to approve the First Contract Extension of PB-23-18MK with Mader Electric, Inc.

ATTACHMENTS:

First Contract Extension of PB-23-18MK with Mader Electric, Inc.

First Contract Extension of PB-23-18MK between the City of Bradenton and Mader Electric, Inc.

This FIRST CONTRACT EXTENSION of PB-23-18MK (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 MADER ELECTRIC, INC., a for profit corporation (hereinafter referred to as the "Firm"), with a principal office located at 6115 31st Street East, Bradenton, Florida 34203.

WITNESSETH:

WHEREAS, the City and the Firm entered into PB-23-18MK (the "Contract") on August 9, 2023, whereby Contractor was to provide the City with electric motor, pump, and blower repair services; and

WHEREAS, the Contract provided for an initial three-year term, through August 9, 2026; and

WHEREAS, the Contract allows the option to renew the Contract term for three (3) 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 9, 2027; and

WHEREAS, the City and the Firm desire to make certain amendments to the Contract as indicated herein;

WHEREAS, the City and the Firm 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 Firm, shall remain in full force and effect and are hereby ratified and affirmed.

NOW, THEREFORE, the City and the Firm, 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 9, 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 Firm 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.

Paul Rademaker
Paul Rademaker, as VP - Business Development
Mader Electric, Inc.

09/02/26
Date

Gene Brown
Mayor, City of Bradenton

Date

AGENDA ITEM NO. 6.I

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: September 23, 2026

SUBMITTED BY: Nicholas Toth, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Partial Guaranteed Maximum Price (GMP) Amendment to Agreement for Construction Management at Risk (CMAR) Services for WRF Equalization Tank with TLC Diversified, Inc.

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City of Bradenton and Construction Manager (TLC Diversified, Inc.) entered into the Agreement for Construction Management at Risk Services for Water Reclamation Facility Equalization Tank Project under which Construction Manager is providing the professional construction management services requisite to the implementation of the construction of the Equalization Tank. The Construction Manager and Owner have agreed upon a Partial GMP encompassing all costs for early work demolition of the temporary Equalization Tank while we await submission of the finalized GMP for construction of the new Equalization Tank.

FINANCIAL IMPACT:
Funded through the General Fund.

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

SUGGESTED MOTION:
Motion to approve the Partial GMP Amendment to Agreement for CMAR Services

for the WRF Equalization Tank with TLC Diversified, Inc.

ATTACHMENTS:
Partial GMP Amendment with TLC Diversified, Inc.

PARTIAL GUARANTEED MAXIMUM PRICE (GMP) AMENDMENT
to
AGREEMENT
for
CONSTRUCTION MANAGEMENT AT RISK SERVICES FOR WRF EQUALIZATION TANK

THIS PARTIAL GUARANTEED MAXIMUM PRICE (GMP) AMENDMENT TO THE AGREEMENT FOR CONSTRUCTION MANAGEMENT AT RISK SERVICES FOR WRF EQUALIZATION TANK ("PARTIAL GMP Amendment") is made and entered into by and between the City of Bradenton, referred to herein as "Owner," and TLC Diversified, Inc., registered and licensed to do business in the State of Florida, referred to herein as "Construction Manager."

WHEREAS, Owner and Construction Manager entered into the Agreement for Construction Management at Risk Services (the "Agreement") under which Construction Manager is providing the professional construction management services requisite to the implementation of the WRF Equalization Tank project (the "Project"); and

WHEREAS, the Agreement provides for the establishment of a Guaranteed Maximum Price (GMP) for the Work by written amendment supplementing the Agreement; and

WHEREAS, the Owner desires to authorize a partial GMP for the removal of the existing temporary equalization tank, including the work described in the Construction Manager's GMP submittal; and

WHEREAS, the parties have agreed upon a partial GMP for the Temporary EQ Tank Removal scope, as set forth herein.

NOW THEREFORE, Owner and Construction Manager, in consideration of the mutual covenants hereinafter set forth, and the mutual covenants set forth in the Agreement, the sufficiency of which is hereby acknowledged, agree as follows:

1. Establishment of Partial GMP. Pursuant to Section X of the Agreement, the Owner and Construction Manager establish an partial GMP for the Temporary EQ Tank Removal Work described in Exhibit A. This partial GMP is limited to the scope identified in Exhibit A and does not establish the final GMP for the entire Project. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Agreement and Contract Documents.

2. GMP: Contract Documents. The Construction Manager's partial GMP for the Temporary EQ Tank Removal Work is a total of Two Hundred Eighteen Thousand Eight Hundred Thirty-Four Dollars And Fifty-Nine Cents ($218,834.59). The Partial GMP submittal identifies a subtotal of ($190,290.95) and fees and contingency of ($28,543.64.) This price is for the performance of the Temporary EQ Tank Removal Work in accordance with the Contract Documents listed and attached to this Amendment as Exhibit A though E.

a) *Exhibit A,* Construction Manager's partial GMP submittal for the WRF Equalization Tank – Temporary EQ Tank Removal GMP, including Project plans and Specifications, addenda and General, Supplementary and other conditions of the Agreement on which the GMP is based, pages 1 through 2, dated August 31, 2026.

b) *Exhibit A*, Unit Prices, pages 3 through 4 dated August 31, 2026.

c) *Exhibit A*, Qualifications, Clarifications, Assumptions and exclusions applicable to this

partial GMP, pages 5 through 5, dated August 31, 2026.

d) No separate Allowance items are included in this partial GMP Amendment.

e) No Alternate Prices are included in this partial GMP Amendment.

f) *Exhibit A*, Project Schedule, pages 6 through 8, dated August 31, 2026.

g) *Exhibit A*, plans and Specs Enumeration, pages 9 through 9, dated August 31, 2026.

h) *Exhibit B*. Affidavit of No Conflict, pages 1 through 2, dated September 1, 2026

i) *Exhibit C*. Certificate(s) of Insurance, pages 1 through 2, dated March 4, 2026

j) *Exhibit D*. Payment and Performance Bond, pages 1 through 10

k) *Exhibit E*. Standard Forms, Pages 1 through 9

1. Application for Payment
2. Certificate of Substantial Completion
3. Final Reconciliation/Warranty/Affidavit
4. Change Order

Additional Contract Documents include the Agreement and any applicable General Conditions, Addenda issued prior to execution of the Agreement, the Request for Qualifications/solicitation documents, the Construction Manager's proposal, permits, notice of intent to award, Notice to Proceed, purchase order(s), written amendments, Change Order(s), Work Directive Change(s), and Field Directive(s), to the extent applicable to this Early Work GMP. No other documents shall be considered Contract Documents.

3. Contract Time; Liquidated Damages. The Construction Manager shall achieve Substantial Completion of the Temporary EQ Tank Removal Work within **Forty-Five (45)** of receipt of the Notice to Proceed or other written authorization to commence this Partial GMP. Time is of the essence in the Contract Documents and all obligations thereunder. If the Construction Manager fails to achieve Substantial Completion within the applicable Contract Time and as otherwise required by the Contract Documents, the Owner shall be entitled to retain or recover from the Construction Manager, as liquidated damages and not as a penalty, the sum of **Five Hundred Dollars and Zero Cents ($500.00)** per calendar day, if applicable under the Agreement or other Contract Documents, commencing on the first day following expiration of the Contract Time and continuing until the actual date of Substantial Completion.

4. Effect of Partial GMP. This Amendment shall constitute the Partial GMP Amendment for the Temporary EQ Tank Removal Work and shall supplement and amend the Agreement. This Amendment does not establish the final GMP for the entire Project. All terms of the Agreement, as supplemented hereby, shall remain in full force and effect. The Partial GMP may be adjusted only as permitted by the Agreement and applicable Contract Documents.

IN WITNESS THEREOF, the parties hereunto have made and executed this agreement as of the last written date below.

Signed, sealed and delivered in the presence of:



TLC DIVERSIFIED, INC.

By: _____

Print Name: Dalas Lamberson
(Title of Authorized Representative)

Date: September 14, 2026

Title: President

CITY OF BRADENTON

By: _____
GENE BROWN
Mayor

Date: _____

ATTEST:

By: _____
TAMARA MELTON
City Clerk

Approved as to form:

By: _____
SCOTT E. RUDACILLE
City Attorney

August 31, 2026

City of Bradenton
Brian Norman, PE, PMP
888 13th Ave E
Bradenton, FL 34208

Re: Construction Management at Risk – WRF Equalization Tank – Temporary EQ Tank Removal GMP

Mr. Norman,

Thank you for the opportunity to complete the Guaranteed Maximum Price for the WRF Equalization Tank – Temporary EQ Tank Removal GMP project. The GMP has been broken down as follows:

- Subtotal: $190,290.95
- Fees and Contingency: $28,543.64
- Total Bid Price: $218,834.59

The GMP package includes:

- Scope
- Guaranteed Maximum Price Breakdown
- Schedule
- Assumptions & Clarifications
- Referenced Documents
- Quotations for Subcontractors & Vendors

Respectfully,

Eric Macek

Scope

1. Mobilization
2. Dewatering the temporary tank (see assumptions and clarifications)
3. Removal and disposal of plastic liner and sandbags (sand will be left onsite for larger EQ Tank project)
4. Dismantle and palletize steel components of temporary tank to be returned
5. Dismantle the aeration equipment and pump to be ready for return
6. Rough grade disturbed areas during demolition
7. Provide one (1) 12” and one (1) 24” MJ cap. Remove pipe. Leave fittings for plant staff.

Guaranteed Maximum Price Breakdown

Exhibit A

Line	Item	Item Description	QTY	Unit	Labor	Material	Sub	Equipment	Unit Cost	Total Cost
General Conditions										
	General Conditions									
		General Conditions	1	LS	0				$ 27,898.00	$ 27,898.00
										$ 27,898.00
Temp EQ Tank Removal										
	Demolition									
		Demolition	1	LS	$ 11,484.00	$ 2,140.00	$ 134,703.00	$ 10,683.95	$ 159,010.95	$ 159,010.95
		Mechanical Pipe	1	LS	$ 957.00	$ 2,425.00	$ -	$ -	$ 3,382.00	$ 3,382.00
										$ 162,392.95
									SUBTOTAL	$ 190,290.95
Contingencies										
	Contingencies									
		Owner/TLC Contingency - 5%	1	LS					5%	$ 9,514.55
										$ 9,514.55
Contractor OHP										
	OHP									
		OHP - 10%	1	LS					10.0%	$ 19,029.10
									TOTAL	**$ 218,834.59**

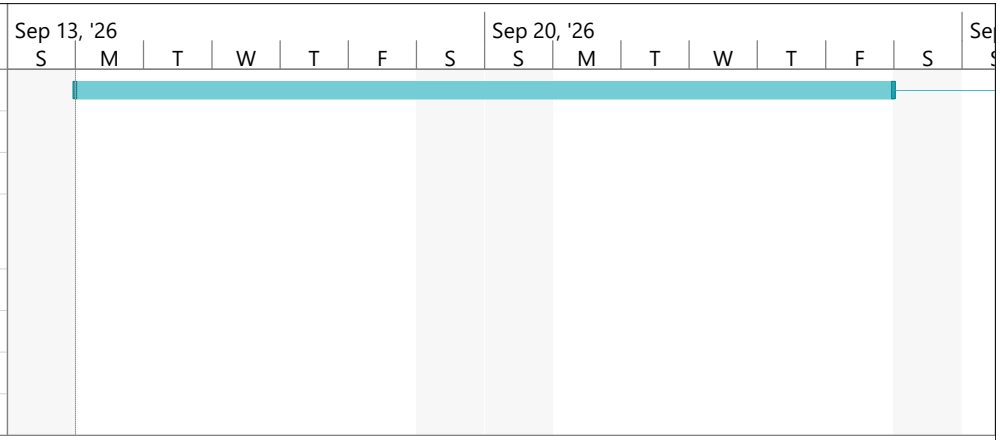
Assumptions & Clarifications

1. Items to return and shipping instructions will be done per document: EconoTank Rental Return Instructions
2. Freight is prepaid by EconoTank, Aerzen and Mersino
3. Sand from the sandbags will be used on larger EQ Tank project
4. Water in the tank is assumed to be rainwater and can be discharged onto the existing ground and or stormwater structure. No treatment or permits are included. All efforts will be made to discharge to the south of the tank into an existing stormwater structure located nearby.
5. To make disassembly easier, please have the overgrown vegetation mowed down prior to mobilization
6. Not responsible for existing damage or condition of rental parts. Best efforts will be made to document any damage
7. No Davis-Bacon wages or AIS/Buy American materials are included in the GMP
8. The GMP proposal does not include the cost for remediation of hazardous waste materials, testing, abatement, or archeological mitigation. TLC shall be responsible for only those hazardous materials and/or chemicals as brought on site by contractor forces; and shall not be responsible for any existing hazardous conditions not known or foreseen prior to the start of construction. Any pre-existing hazardous material to be found is the owner's responsibility
9. A contingency of 5% is included. Contingency may be used for amounts reasonably deemed necessary to cover any unforeseen expenditures that include, but not limited to: Items inadvertently omitted during the estimating and bidding process, schedule recovery amounts associated with weather and other causes of delay that are not otherwise compensable, interfacing omissions between and from the various categories of Work, additional amounts incurred due to the withdrawal or disqualification of a subcontractor bid that the CM had relied upon prior to execution of a written subcontract, general conditions over-runs, amounts associated with subcontractor default, price increases due to unanticipated local labor and material market conditions, additional amounts that may arise or be associated with tariffs and/or price escalation due to such tariffs, selective overtime, or the like.

Schedule

Exhibit A

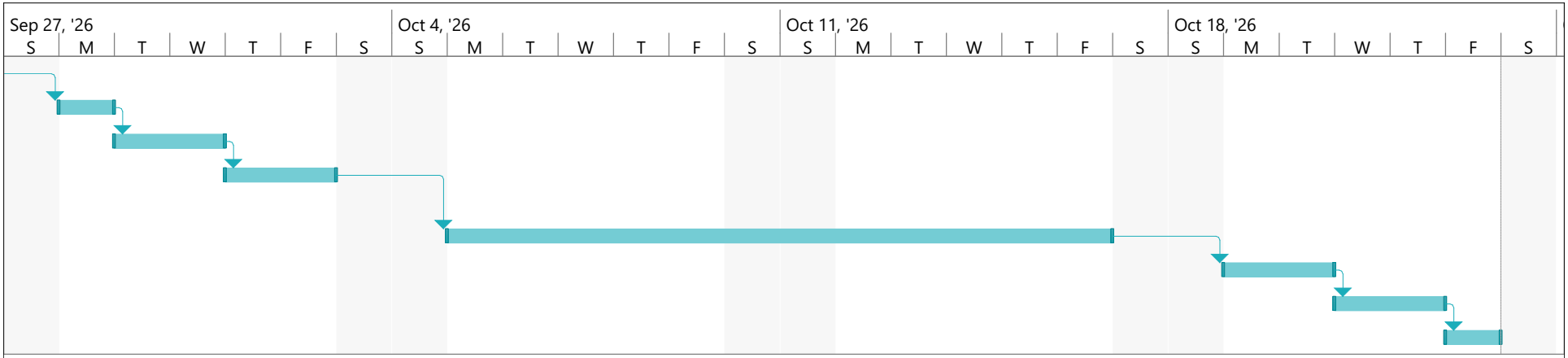
ID	Task Name	Duration	Start	Finish
1	NTP	10 days	Mon 9/14/26	Fri 9/25/26
2	Mobilization	1 day	Mon 9/28/26	Mon 9/28/26
3	Dewatering	2 days	Tue 9/29/26	Wed 9/30/26
4	Blower/Pump/Pipe Removal	2 days	Thu 10/1/26	Fri 10/2/26
5	Tank Dismantling	10 days	Mon 10/5/26	Fri 10/16/26
6	Prepare for Shipping	2 days	Mon 10/19/26	Tue 10/20/26
7	Rough Grading	2 days	Wed 10/21/26	Thu 10/22/26
8	Demobilization	1 day	Fri 10/23/26	Fri 10/23/26



Project: Bradenton EQ Tank CM
Date: Mon 8/31/26

Task	Inactive Summary	External Tasks
Split	Manual Task	External Milestone
Milestone	Duration-only	Deadline
Summary	Manual Summary Rollup	Progress
Project Summary	Manual Summary	Manual Progress
Inactive Task	Start-only	
Inactive Milestone	Finish-only	

Exhibit A



Project: Bradenton EQ Tank CM
Date: Mon 8/31/26

Task	Inactive Summary	External Tasks
Split	Manual Task	External Milestone
Milestone	Duration-only	Deadline
Summary	Manual Summary Rollup	Progress
Project Summary	Manual Summary	Manual Progress
Inactive Task	Start-only	
Inactive Milestone	Finish-only	

Referenced Documents

1. Referenced Documents were used for the basis of this 100% GMP:

    a. ET5084 Bradenton Manual
    b. EconoTank Rental Return Instructions
    c. Bradenton Truck #1 BOL and packing slip
    d. Bradenton Truck #2 BOL and packing slip
    e. Pages from 2024.10.29.EQ Tank and Disk Filter_100%Plan
    f. GA Drawing SRNGF850 Rev 1 (1)
    g. GA Drawing BV055 Rev 0

Quotations for Subcontractors & Vendors

PAW Materials, Inc, d/b/a PAW Demolition
Commercial – Industrial – Residential
Licensed – Bonded – Insured
CGC#1526440

Eric Macek

TLC Diversified

941-807-5885

EMacek@tlcdiv.com

8/19/2026

26-525 Temp EQ Tank

Demolition Scope Inclusions:

- 1 Mobilization
- Removal and disposal of:
  - Mechanical aerators and pipes
  - Plastic liner
  - Sand bags (Sand to be left on site and spread out in footprint of structure)
- Dismantle and palletize steel components of temp tank to be returned.
- Rough grade disturbed areas during demolition
- Supervision, manpower, equipment, hauling, and disposal included.

Demolition: 134,703

Exclusions or Items to be Negotiated:

- Any permitting
- Additional mobilization to load pallets onto transport
- Transporting of palleted equipment
- Removal of any contents inside of structures.
- Removal of trees / overgrowth and landscaping
- Removal of contents scattered around property (tires, trash, furniture, etc.).
- Removal of fuel tanks / abandonments
- Final grading using box blade
- Seed/Sod
- Removal of any underground utilities
- Hazardous material handling or disposal
- Import/Export of fill material

Special Notes:

- All contracts should be made out to PAW Materials, Inc.
- Acceptance outside of a 30-day window may incur escalation costs.

- If required, additional mobilizations will be $2,000.00 each.

Payment:

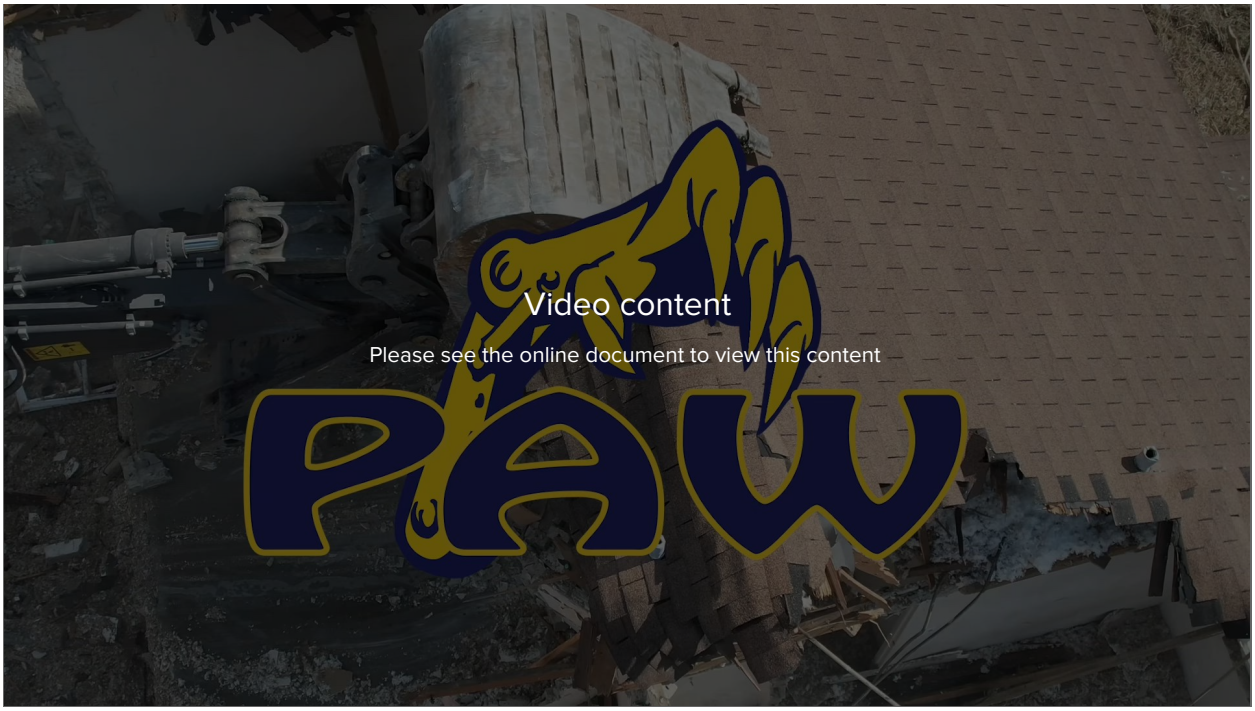
Payment for all work completed shall be made to PAW Materials, Inc. NET 30 upon the completion of work and owners' acceptance without exception or retention whether or not Customer has received payment from any other source. Alternative terms may be negotiated prior to commencement.

Salvage Rights:

PAW Materials, Inc. Reserves all rights to all content on the property unless specified that the items in question are to be turned over to the owner, reused, saved and or listed in the specifications/contract or during bid time in writing to be removed by others.

Acceptance:

This proposal shall remain an offer for acceptance by the Customer for a period of thirty days at which time escalation costs may be required or PAW Materials, Inc., at its discretion, may terminate thereafter.



Eric Macek

From: Mike Worrell <mike@MCDADEWATERWORKS.COM>
Sent: Tuesday, August 18, 2026 4:48 PM
To: Eric Macek
Cc: Wesley Burn
Subject: RE: Bradenton EQ Tank CMAR

EXTERNAL EMAIL - This email was sent by a person from outside your organization. Exercise caution when clicking links, opening attachments or taking further action, before validating its authenticity.

Secured by Check Point

Good Afternoon Eric,

Here are the prices you requested.

1	12"	C153 MJ CAP (C/L, BC)	42	$220.40	$220.40
1	24"	C153 MJ CAP (C/L, BC)	166	$988.90	$988.90
1	12"	MEGALUG W/ ACCY SET FOR PVC	37.5	$187.90	$187.90
1	24"	MEGALUG W/ ACCY SET FOR PVC	103	$619.12	$619.12
1	LUMP SUM	FREIGHT TO JOB SITE		$250.00	$250.00
		TOTAL THIS BID ITEM - TAX NOT INCLUDED			**$2,266.32**

McDade Waterworks, Inc.
Tampa FL. 33613

Mike Worrell – Chief Estimator
Main Office Phone: (813) 749-1144 Fax: (813) 627-0387 Direct Line: (813) 679-3982
E-Mail : [redacted] Web: [redacted]
Mailing: P.O. Box 18335 - Tampa, FL 33697-8335 Physical: 8523 Hanley Road -

EXHIBIT B

AFFIDAVIT OF NO CONFLICT

TO: The City of Bradenton, herein called the "Owner."

Pursuant to bidding requirements for the work titled "_____
_____,"
the enclosed contract documents shall be provided to the Owner.

State of Florida

County of Manatee

Eric Macek
(Officer's Name), being first duly

sworn, deposes, and says that:

A. He\She is Vice President (officer's title) of TLC Diversified, Inc. (company name), the Bidder that has submitted the attached bid;

B. He\She is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

C. Such bid is genuine and is not a collusive or sham bid;

D. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm, or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit, or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the _ or any person interested in the proposed contract; and

E. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) Eric Macek

STATE OF FLORIDA
COUNTY OF Manatee

Sworn to (or affirmed) and subscribed before me by means of ☑ physical presence or ☐ online notarization, this 1st day of September, 2026, by Eric Macek who is ✓ Personally Known OR _____ Produced Identification, Type of Identification Produced _____.

Signature of Notary Public - State of Florida)
(Print, Type, or Stamp Commissioned Name of Notary Public)

Laurie Ellen Labanowitz

(Seal)
Commission Expires: 2/13/2028

Notary Public State of Florida
Laurie Ellen Labanowitz
My Commission HH 478944
Expires 2/13/2028

Exhibit C

Client#: 2300303 569TLCDI

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/04/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Theresa Cerf	
McGriff Insurance Services 12485 28th Street N 3rd Floor St Petersburg, FL 33716 727 823-5551	PHONE (A/C, No, Ext): 727 823-5551	FAX (A/C, No): 727-894-3339
	E-MAIL ADDRESS: Theresa.Cerf@marshmma.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
TLC Diversified, Inc. 2719 17th St E Palmetto, FL 34221	INSURER A : Zurich American Insurance Company	16535
	INSURER B : AXA XL America	02423
	INSURER C : Travelers Insurance Company	31194
	INSURER D : Allied World National Assurance Company	10690
	INSURER E : Travelers Property Casualty Co of Ameri	25674
	INSURER F : Indian Harbor Insurance Company	36940

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR Contractual Liabilit GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	X	X	GLO353799903	03/01/2026	03/01/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$1,000,000 $300,000 $10,000 $1,000,000 $2,000,000 $2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	X	X	BAP353800003	03/01/2026	03/01/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$1,000,000 $ $ $ $
D	UMBRELLA LIAB X OCCUR	X	X	03141236	03/01/2026	03/01/2027	EACH OCCURRENCE	$5,000,000
E	X EXCESS LIAB CLAIMS-MADE	X	X	EX9W908740262NF	03/01/2026	03/01/2027	AGGREGATE	$5,000,000
	DED X RETENTION $10,000						$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	WC353799803	03/01/2026	03/01/2027	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
F	Profess/Pollution	X		PEC006077804	04/01/2026	03/01/2027	$1,000,000 / $5,000,000	
B	Rented/Leased Equ			7037100866	03/01/2026	03/01/2027	$500,000	
E	Cyber Liability			107607453	03/01/2026	03/01/2027	$1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

BID PURPOSES ONLY

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Client#: 2300303 Exhibit C 569TLCDI

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/04/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Theresa Cerf	
McGriff Insurance Services 12485 28th Street N 3rd Floor St Petersburg, FL 33716 727-823-5551	PHONE (A/C, No, Ext): 727-823-5551	FAX (A/C, No): 727-894-3339
	E-MAIL ADDRESS: Theresa.Cerf@marshmma.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Zurich American Insurance Company	16535
INSURER B : Allied World National Assurance Company	10690
INSURER C : Travelers Property Casulaty Ins Co	25674
INSURER D : Continental Casualty Company	20443
INSURER E : Travelers Casulaty & Surety Co of Ameri	31194
INSURER F :	

INSURED
TLC Diversified, Inc.
2719 17th St E
Palmetto, FL 34221

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR Contractual Liabilit $1,000 Deductible GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:	X	X	GLO353799903	03/01/2026	03/01/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$1,000,000 $300,000 $10,000 $1,000,000 $2,000,000 $2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	X	X	BAP353800003	03/01/2026	03/01/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$1,000,000 $ $ $ $
B	UMBRELLA LIAB X OCCUR	X	X	03141236	03/01/2026	03/01/2027	EACH OCCURRENCE	$5,000,000
C	X EXCESS LIAB CLAIMS-MADE	X	X	EX9W90874026NF	03/01/2026	03/01/2027	AGGREGATE	$5,000,000
	DED X RETENTION $10,000							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	WC353799803	03/01/2026	03/01/2027	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
D	Installation			7037100866	03/01/2026	03/01/2027	5,000,000 Ea Job Site 1,000,000 Transit/Stor	
E	Crime/Fiduciary			107067715	03/01/2026	03/01/2027	500,000/1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

BID PURPOSES ONLY

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Inst. Number: 202641105549 Page 1 of 10 Date: 9/11/2026 Time: 9:50 AM
Angelina "Angel" Colonneso Clerk of Courts, Manatee County, Florida Doc Mort: 0.00 Int Tax: 0.00 Doc Deed: 0.00

EXHIBIT D - BONDS

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:	**548256T**
CONTRACTOR NAME:	**TLC Diversified, Inc.**
CONTRACTOR ADDRESS:	**2719 17th Street East** **Palmetto, Florida 34221**
CONTRACTOR PHONE NO:	**941-722-0621**
SURETY COMPANY:	**Westfield Insurance Company** **P.O. Box 5001, Westfield Center, OH 44251** **330-887-0101**
OWNER NAME:	**City of Bradenton**
OWNER ADDRESS:	**888 13th Ave E** **Bradenton, FL 34208**
OWNER PHONE NO.:	**941-932-9400**
OBLIGEE NAME: (If contracting entity is different from the owner, the contracting public entity)	
OBLIGEE ADDRESS:	
OBLIGEE PHONE NO.:	
BOND AMOUNT:	**$218,834.59**
CONTRACT NO.: (If applicable)	
DESCRIPTION OF WORK:	**Construction Management at Risk – WRF Equalization Tank –** **Temporary EQ Tank Removal GMP**
PROJECT LOCATION:	**Bradenton, Florida**
LEGAL DESCRIPTION: (If applicable)	**Construction Management at Risk – WRF Equalization Tank –** **Temporary EQ Tank Removal GMP**

FRONT PAGE

All other bond page(s) are deemed subsequent to this page regardless of any page number(s) that may be printed therein.

Unique Code : BAA-DAAD-BCAIB-CACGEBBAFFEJ-HEJIAA-C Page 1 of 10

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE AND CORRECT COPY OF AN OFFICIAL RECORD OR DOCUMENT AUTHORIZED BY LAW TO BE RECORDED OR FILED AND ACTUALLY RECORDED OR FILED IN THE OFFICE OF THE MANATEE COUNTY CLERK OF THE CIRCUIT COURT. THIS DOCUMENT MAY HAVE REDACTIONS AS REQUIRED BY LAW.

VISIT HTTPS://WWW.MANATEECLERK.COM/E-CERTIFY/ TO VALIDATE THIS DOCUMENT

Digitally signed by The Honorable Angelina 'Angel' Colonneso
Date: 2026.09.11 10:02:53 -04:00
Manatee County Clerk of Circuit Court and Comptroller
Location: 1115 Manatee Ave W, Bradenton, FL 34205

Inst. Number: 202641105549 Page 2 of 10 Date: 9/11/2026 Time: 9:50 AM
Angelina "Angel" Colonneso Clerk of Courts, Manatee County, Florida Doc Mort: 0.00 Int Tax: 0.00 Doc Deed: 0.00

PERFORMANCE BOND

CONTRACTOR (*Name and Address*):
TLC Diversified, Inc.
2719 17th Street East
Palmetto, Florida 34221

SURETY (*Name, and Address of Principal Place of Business*):
Westfield Insurance Company
P.O. Box 5001
Westfield Center, OH 44251

OWNER (*Name and Address*):
City of Bradenton
888 13th Ave E
Bradenton, FL 34208

CONTRACT
Effective Date of Agreement:
Amount: **$218,834.59 Two Hundred Eighteen Thousand Eight Hundred Thirty Four and 00/100**
Description (*Name and Location*):
Construction Management at Risk – WRF Equalization Tank – Temporary EQ Tank Removal GMP

BOND
Bond Number: **548256T**
Date (*Not earlier than Effective Date of Agreement*):

Amount: **$218,834.59 Two Hundred Eighteen Thousand Eight Hundred Thirty Four and 00/100**
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**
TLC Diversified, Inc. (Seal)	**Westfield Insurance Company** (Seal)
Contractor's Name and Corporate Seal	Surety's Name and Corporate Seal
By: Signature	By: Signature (Attach Power of Attorney)
MARK SELPH	**Don Bramlage**
Print Name	Print Name
COO	**Attorney-In-Fact & Florida Resident Agent**
Title	Title
Attest: Signature	Attest: **see attached power of attorney** Signature
CFO	**see attached power of attorney**
Title	Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

Unique Code : BAA-DAAD-BCAIB-CACGEBBAFFEJ-HEJIAA-C Page 2 of 10

Inst. Number: 202641105549 Page 3 of 10 Date: 9/11/2026 Time: 9:50 AM
Angelina "Angel" Colonneso Clerk of Courts, Manatee County, Florida Doc Mort: 0.00 Int Tax: 0.00 Doc Deed: 0.00

Unique Code : BAA-DAAD-BCAIB-CACGEBBAFFEJ-HEJIAA-C Page 3 of 10

EXHIBIT D - BONDS

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:

Inst. Number: 202641105549 Page 4 of 10 Date: 9/11/2026 Time: 9:50 AM
Angelina "Angel" Colonneso Clerk of Courts, Manatee County, Florida Doc Mort: 0.00 Int Tax: 0.00 Doc Deed: 0.00

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.

Unique Code : BAA-DAAD-BCAIB-CACGEBBAFFEJ-HEJIAA-C Page 4 of 10

EXHIBIT D - BONDS

FOR INFORMATION ONLY – (*Name, Address and Telephone*)	**Agency: Acrisure**
Surety Agency or Broker:	**4380 St. Johns Pkwy., Ste. 110**
Owner's Representative (*Engineer or other party*):	**Sanford, Florida 32771 - Inquiries: 407 330 3990**

Unique Code : BAA-DAAD-BCAIB-CACGEBBAFFEJ-HEJIAA-C Page 5 of 10

Unique Code : BAA-DAAD-BCAIB-CACGEBBAFFEJ-HEJIAA-C Page 6 of 10

EXHIBIT D - BONDS

PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (*Name and Address*):
TLC Diversified, Inc.
2719 17th Street East
Palmetto, Florida 34221

SURETY (*Name, and Address of Principal Place of Business*):
Westfield Insurance Company
P.O. Box 5001
Westfield Center, OH 44251

OWNER (*Name and Address*):
City of Bradenton
888 13th Ave E., Bradenton, FL 34208

CONTRACT
Effective Date of Agreement:
Amount: **$218,834.59 Two Hundred Eighteen Thousand Eight Hundred Thirty Four and 00/100**
Description (*Name and Location*): **Construction Management at Risk – WRF Equalization Tank – Temporary EQ Tank Removal GMP**

BOND
Bond Number: **548256T**
Date (*Not earlier than Effective Date of Agreement*):
Amount: **$218,834.59 Two Hundred Eighteen Thousand Eight Hundred Thirty Four and 00/100**
Modifications to this Bond Form: **see page 4**

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	**SURETY**
TLC Diversified, Inc. (Seal)	**Westfield Insurance Company** (Seal)
Contractor's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	By: _____
Signature	Signature (Attach Power of Attorney)
MARK SECPH	**Don Bramlage**
Print Name	Print Name
COO	**Attorney-In-Fact & Florida Resident Agent**
Title	Title
Attest: _____	Attest: **see attached power of attorney**
Signature	Signature
CFO	**see attached power of attorney**
Title	Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

Inst. Number: 202641105549 Page 7 of 10 Date: 9/11/2026 Time: 9:50 AM
Angelina "Angel" Colonneso Clerk of Courts, Manatee County, Florida Doc Mort: 0.00 Int Tax: 0.00 Doc Deed: 0.00

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.

Unique Code : BAA-DAAD-BCAIB-CACGEBBAFFEJ-HEJIAA-C Page 7 of 10

Inst. Number: 202641105549 Page 8 of 10 Date: 9/11/2026 Time: 9:50 AM
Angelina "Angel" Colonneso Clerk of Courts, Manatee County, Florida Doc Mort: 0.00 Int Tax: 0.00 Doc Deed: 0.00

8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders, and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. Definitions

15.1 Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay

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Contractor as required by the Contract, or to perform and complete or otherwise comply with the other terms thereof.

THE PROVISIONS AND LIMITATIONS OF SECTION 255.05 FLORIDA STATUTES, INCLUDING BUT NOT LIMITED TO THE NOTICE AND TIME LIMITATIONS IN SECTIONS 255.05(2) AND 255.05(10), ARE INCORPORATED IN THIS BOND BY REFERENCE.

FOR INFORMATION ONLY – (*Name, Address, and Telephone*) Surety Agency or Broker:
Owner's Representative (*Engineer or other*):

Agency: Acrisure
4380 St. Johns Pkwy., Ste. 110
Sanford, Florida 32771
Inquiries: 407 330 3990

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General Power of Attorney

CERTIFIED COPY

POWER NO. **0994592 00**

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.

Westfield Center, Ohio

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

DON BRAMLAGE, LAURA D. MOSHOLDER, EDWARD M. CLARK, JOINTLY OR SEVERALLY

of **SANFORD** and State of **FL** its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship**.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact. may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be it Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their **National Surety Leader** and **Senior Executive** and their corporate seals to be hereto affixed this **20th** day of **FEBRUARY** A.D., **2020** .

Corporate Seals Affixed

WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: **Gary W. Stumper,** *National Surety Leader* and *Senior Executive*

State of Ohio
County of Medina ss.:

On this **20th** day of **FEBRUARY** A.D., **2020** , before me personally came **Gary W. Stumper** to me known, who, being by me duly sworn, did depose and say, that he resides in **Hartford, CT;** that he is **National Surety Leader and Senior Executive** of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed

State of Ohio
County of Medina ss.:

David A. Kotnik, Attorney at Law, *Notary Public*
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

I, **Frank A. Carrino,** Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this _____ day of _____ A.D., **2026** .

Frank A. Carrino, *Secretary*

BPOAC2 (combined) (06-02)

EXHIBIT E - STANDARD FORMS
Contractor's Application for Payment No.

	Application Period:	Application Date:
To (Owner):	From (Contractor):	Via (Engineer):
Project:	Contract:	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.:

Application For Payment

Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
TOTALS		
NET CHANGE BY CHANGE ORDERS		

1. ORIGINAL CONTRACT PRICE..... $ _____

2. Net change by Change Orders..... $ _____

3. Current Contract Price (Line 1 ± 2)..... $ _____

4. TOTAL COMPLETED AND STORED TO DATE
(Column F on Progress Estimate)..... $ _____

5. RETAINAGE:

a. X ___Work Completed..... $ _____

b. X _____Stored Material..... $ _____

c. Total Retainage (Line 5a + Line 5b)..... $ _____

6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)..... $ _____

7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... $ _____

8. AMOUNT DUE THIS APPLICATION..... $ _____

9. BALANCE TO FINISH, PLUS RETAINAGE
(Column G on Progress Estimate + Line 5 above)..... $ _____

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By:	Date:

Payment of: $ _____
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____ _____
(Engineer) (Date)

Payment of: $ _____
(Line 8 or other - attach explanation of the other amount)

is approved by: _____ _____
(Owner) (Date)

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

Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract):				Application Number:				
Application Period:				Application Date:				
			Work Completed		E	F		G
A		B	C	D	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)
Specification Section No.	Description	Scheduled Value ($)	From Previous Application (C+D)	This Period				
	Totals							

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):	Application Number:
Application Period:	Application Date:

A					B	C				D	E	F	G	H
Item		Bid Item Quantity	Bid Item Unit	Unit Price	Bid Item Value ($)	Estimated Quantity Installed Previous Period		Estimated Quantity Installed This Period		Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description					Quantity	Amount	Quantity	Amount					
	Totals													

Stored Material Summary

Contractor's Application

For (Contract):								Application Number:			
Application Period:								Application Date:			
A		B	C		D		E		F		G
Bid Item No.	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Storage Location	Description of Materials or Equipment Stored	Stored Previously		Amount Stored this Month ($)	Subtotal Amount Completed and Stored to Date (D + E)	Incorporated in Work		Materials Remaining in Storage ($) (D + E - F)
					Date Placed into Storage (Month/Year)	Amount ($)			Date (Month/ Year)	Amount ($)	
				Totals							

CERTIFICATE OF SUBSTANTIAL COMPLETION

Project:	
Owner: City of Bradenton	Owner's Contract No.:
Contract:	

This definitive Certificate of Substantial Completion applies to:

All Work under the Contract Documents:

_____

_____

_____

_____

_____
Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A definitive list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

Amended Responsibilities Not Amended

Owner's Amended Responsibilities:

_____

_____

_____

Contractor's Amended Responsibilities:

_____

_____

_____

_____

The following documents are attached to and made part of this Certificate:

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Executed by Engineer	Date
Accepted by Contractor	Date
Accepted by Owner	Date

CERTIFICATE OF GUARANTEE

OWNER/CLIENT:_____ PROJECT NO.:_____ PROJECT MANAGER: _____

ENGINEER:_____ PROJECT NO.:_____ PROJECT MANAGER: _____

CONTRACTOR:_____ PROJECT NO.:_____ PROJECT MANAGER: _____

PROJECT NAME: _____

DESCRIPTION OF WORK: _____

DATE OF ISSUANCE: _____

The Work under the Contract, except as expressly excluded, and all of its subcontracts, severally and collectively, whether herein stipulated in each case or not, shall be guaranteed against faulty workmanship and/or material as specified below from date of acceptance of the work. The provisions of the guarantee and/or guarantees shall be incumbent on all parties of the work, including the Contractor, each subcontractor, all material supply houses and all manufacturers whose products and/or equipment are incorporated into the facilities.

Neither the Certificate of Substantial Completion, Final Certificate of Payment, nor any provision in the Contract Documents, nor partial or entire use or occupancy of the premises by the Owner shall constitute an acceptance of work, materials, or equipment not performed or installed in accordance with the Contract Documents, or relieve the Contractor or his Sureties of liability in respect to any warranties or responsibility for faulty materials or workmanship.

The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of Substantial Completion. The Contractor warrants and guarantees for a period of one (1) year from the date of Substantial Completion of the system that the completed system is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects, including the repairs of any damage to other parts of the system resulting from such defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Maintenance Bond shall remain in full force and effect through the guarantee period.

CONTRACTOR	BY	DATE
ENGINEER	BY	DATE
OWNER	BY	DATE

XC: DESIGN ENGINEER - CONSTRUCTION ENGINEER - CONTRACTOR - OWNER

OTHER: _____

CHANGE ORDER (CO) NO. _____

OWNER/CLIENT: _____ PROJECT NO.: _____ PROJECT MANAGER: _____

ENGINEER: _____ PROJECT NO.: _____ PROJECT MANAGER: _____

CONTRACTOR: _____ PROJECT NO.: _____ PROJECT MANAGER: _____

PROJECT NAME: _____

DATE OF ISSUANCE: _____ EFFECTIVE DATE: _____

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

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: $_____	Original Contract Times: ☐ Working days ☐ Calendar days Substantial completion (days or date): _____ Ready for final payment (days or date): _____
[Increase/Decrease] from previously approved Change Orders No._____ to No._____: $_____	[Increase/Decrease] from previously approved Change Orders No._____ to No._____: Substantial completion (days): _____ Ready for final payment (days): _____
Contract Price prior to this Change Order: $_____	Contract Times prior to this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
[Increase/Decrease] of this Change Order: $_____	[Increase/Decrease] of this Change Order: Substantial completion (days or date): _____ Ready for final payment (days or date): _____
Contract Price incorporating this Change Order: $_____	Contract Times with all approved Change Orders: Substantial completion (days or date): _____ Ready for final payment (days or date): _____

DESCRIPTION OF CHANGE (Attach additional sheets if required.)	DEDUCT	ADD
SUBTOTAL		

ATTACHMENTS
(List documents supporting change.)

_____

_____

_____

_____

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

RECOMMENDED:
By: _____
Engineer (Authorized Signature)
Date: _____

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

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

Approved by Funding Agency (if applicable):

_____

Date: _____

AGENDA ITEM NO. 6.m

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: September 23, 2026

SUBMITTED BY: Kim Clayback, Public Works & Utilities

ITEM TYPE: Contract

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Work Assignment for the Water Treatment Plant (WTP) Dam Inspection

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City is completing a Facilities Plan for the Water Treatment Plant and Distribution System to obtain approval for the use of FDEP SAHM (Supplemental Appropriation for Hurricanes Helene and Milton) funds. Preliminary assessments and submittals have identified the dam's sustainability at its current elevation as a potential risk to the City's future water supply.

To evaluate the use of SAHM funding for preconstruction or construction activities related to the dam, FDEP requires a formal dam inspection that meets applicable State and Federal requirements. Jacobs is a qualified utility consultant with the structural and utility expertise necessary to perform this work.

FINANCIAL IMPACT:
The inspection will be paid for with enterprise funds from water/sewer - the GL account is TBD.

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the work assignment for the Water Treatment Plant Dam Inspection.

ATTACHMENTS:
Work Assignment, Direct Select Form, and Scope of Work from Jacobs Engineering Group Inc.

PROFESSIONAL SERVICES WORK ASSIGNMENT COVER SHEET

CONTRACT NO. RFQ26-016NT
BETWEEN
NAME OF FIRM: Jacobs
and
CITY OF BRADENTON

CITY WORK ASSIGNMENT: UT04

WORK ASSIGNMENT TITLE: WTP Dam Inspection

The following documents are required and are attached and incorporated as part of this Work Assignment:

1. DIRECT SELECT FORM, IF APPLICABLE
2. SCOPE OF SERVICES
3. WORK ASSIGNMENT SCHEDULE
4. PROJECT BUDGET
5. LOCAL SUB-CONSULTANT USAGE, IF APPLICABLE

NEGOTIATED FEE: $95,718

CONSULTANT'S PROJECT MANAGER:
NAME: Leisha Pica — TITLE: Senior Program Manager

EMAIL: Leisha.pica@jacobs.com — PHONE: 561 512-3533

CITY'S PROJECT MANAGER:
NAME: Kim Clayback — TITLE: Strategic Engineer

EMAIL: kim.clayback@beadentonFL.gov — PHONE: 941 708-6304

To the extent Chapter 558, F.S. is applicable, the parties expressly opt out of the requirements of Chapter 558, F.S., within the meaning of §558.005(1), F.S.

Upon execution below by all parties this Work Assignment shall be deemed to be an integral part of the above Contract.

CONSULTANT PROJECT MANAGER: Leisha Pica (Joelle Francois)
(PRINT NAME)
SIGNATURE: Joelle Francois Digitally signed by Joelle Francois Location: Tampa, FL Date: 2026.09.18 10:00:04 Date

CITY PROJECT MANAGER: Kim Clayback
(PRINT NAME)
SIGNATURE: Kim B Clayback, PE Digitally signed by Kim B Clayback, PE Date: 2026.09.18 09:55:33 -04'00' Date

CITY:
(PRINT NAME)
SIGNATURE: Date

Direct Select Form

Request Date	Contract No.	Cost Estimate
09.17.26	RFQ 26-016NT	$95,718

Requested By:	Division / Department:
Kim Clayback	Public Works Executive

Administrative Agent (*If different from Requestor*):

Library Category:	Vendor Name:
Prof Services - Utilities	Jacobs

Work Assignment Title: Water Treatment Plant Dam Inspection

Description of Requested Services:

The City is completing a Facilities Plan for the Water Treatment Plant and Distribution System to obtain approval for the use of FDEP SAHM (Supplemental Appropriation Hurricane funds). In preliminary assessments and submittals, the sustainability of the dam at the current elevation causes risk for future water supply. In order to consider funds through SAHM for any preliminary construction or construction activities, FDEP requires a formal inspection of the dam that meets both State and Federal requirements. Jacobs is a qualified utility consultant with the structural and utility skills to provide this service.

Justification: (*Select all that apply and explain below*)	
	☑ Past experience with project ☐ Continuation of previous work assignment ☐ Unique qualifications ☑ Other

Comments / Explanation of Direct Select:

Jacobs performed the post hurricane inspection on the dam and is familiar with the issues.

Requestor:	**Signature:** Kim B Clayback, PE — Digitally signed by Kim B Clayback, PE Date: 2026.09.18 09:53:46 -04'00'	**Date:**
Department Director:	**Signature:** Ed Ference — Digitally signed by Ed Ference Date: 2026.09.18 10:02:59 -04'00'	**Date:**
Purchasing Manager: Nicholas Toth	**Signature:** Nicholas Toth — Digitally signed by Nicholas Toth Date: 2026.09.18 10:24:45 -04'00'	**Date:** 9/18/2026

September 16, 2026

Attn: Kim Clayback, PE
City of Bradenton Public Works
1411 9th Street West
Bradenton, FL 34205
Delivered via email: kimclayback@bradentonfl.gov

Project name: City of Bradenton WTP Reservoir Low-Head Ward Lake Dam Inspection

Subject: Jacobs Scope of Work for Ward Lake Dam Inspection

Dear Kim,

The City of Bradenton (City) has requested Jacobs Engineering Group Inc. (Jacobs) to provide professional engineering services for Ward Lake Dam Inspection. These services will be performed under the Master Service Agreement (MSA) dated April 22, 2026. Jacob is pleased to assist the City with the inspection of the City's Ward Lake Dam.

1. Scope of Services

Task 1: Project Management & Background Review

Jacobs will provide standard project management services including participating in coordination meetings with City staff to keep City leadership updated on progress made with the tasks included in this authorization. An invoice will be provided monthly and will include a progress report documenting services provided and anticipated services for the next month.

Background information to be reviewed and researched includes:

- Review available historical pictures and as-built drawings from the installation of the dam, geosynthetics and rip rap as provided by the City.
- Review dam classification, hazard rating, and Florida Department of Environmental Protection (FDEP) regulatory requirements as available from public records.
- Collect prior inspection reports, hydrologic/hydraulic studies, and maintenance logs, as available from the City.
- Identify known issues as identified through prior inspections available from the City, such as seepage, overtopping, erosion, structural cracking, vegetation encroachment.

Task 2. Safety Planning

Jacobs will develop a site-specific safety plan addressing hydraulic hazards, unstable slopes, confined spaces, wildlife, and weather. The Plan will identify required PPE and rescue equipment. All Jacobs and City employees participating in field activities will be required to be familiar with the Safety Plan. The City will provide any current safety plans for the Ward Dam prior to the initiation of the dam inspection.

Task 3. Dam Inspection & Evaluations

Jacobs will provide the following specialized technical services to perform inspection of the Ward Lake Dam across the reservoir serving the Water Treatment Plant in compliance with the criteria published by the United States Environmental Protection Agency (EPA) and the FDEP (which will be provided to Jacobs prior to the inspection). Inspection is restricted to visual observations of dry dam crest areas available for the inspection team to walk without presenting safety concerns, or physical restrictions /obstructions.

Structural Inspection:

- Inspect crest, upstream/downstream faces, abutments, and toe areas visible from the crest.
- Document cracking, spalling, settlement, deformation, or joint failures that are observable from the crest.
- Evaluate condition of concrete, embankment materials, and rip rap protective armoring.

Geotechnical & Seepage Evaluation

- Visual inspection of seepage zones, wet areas, boils, or piping indicators.
- Inspect embankment stability, slope protection, and vegetation impacts.
- Document settlement, sloughing, or sinkholes.

Mechanical & Electrical Systems (as applicable)

- Review visible instrumentation include historical readings if available.

Pre-inspection Interviews (Requirements for City)

- Verify compliance with dam safety regulations, environmental permits, and inspection frequency requirements.
- Review and provide available historic piezometer monitoring data.
- Review and provide available survey data for the dam.
- Review and provide operator's inspection reports completed since the last dam safety inspection (Emergency observations performed by Jacobs in August 2024, should not be considered a formal dam safety inspection per State requirements).
- Visual field inspection of all accessible dam features and appurtenant structures, including the dam embankment/structure and abutments.

Survey

- Prepare survey with elevations for dam area to be used as a benchmark in lieu of as-built plans.
- Survey output to coordinate with drone elevation model and contours.

Drone Inspection

- Conduct a drone survey along the crest of the dam, along upstream and downstream riprap and in abutment areas to establish elevations and horizontal data points for future reference and comparison. The City is to provide reference monuments for vertical and horizontal control for the drone survey.

Failure Analysis

- This proposal will include a desktop dam safety analysis to evaluate potential impacts to human health and the environment in the event of dam failure. This analysis will not include any inundation modeling based on the assumption the dam was not determined to be a High Hazard Dam by FDEP.

Task 4 Projects Review

Jacobs will provide a recommendation in the Inspection Report for the appropriate level of investment needed to maintain the dam for its intended level of service.

- staff interviews regarding capital and operating investments anticipated for the dam for the next 10 years.
- Review current CIP projects and operations-based work (as provided by the City) to assess the cost-effectiveness and if costs are reasonable for the activities being performed.

Task 5. Inspection Report

A draft and final report will be submitted documenting the information reviewed, inspection procedures, and conclusions from the inspection.

- Official FDEP Inspection Forms are to be provided by the City.
- The following information will be included in the final report per City provided FDEP requirements:
    - Map and location of the dam in relation to the water system.
    - History of the dam – as available.
    - Dam classification – through the available public information systems.
    - Population served by the drinking water system – provided by the city.
      Potential impacts on human health and the environment in the event of dam failure. (breach analysis and inundation flooding is not a component of this inspection).Ownership of the dam.
- Provide annotated photos, sketches, and GIS-based defect mapping.
- Document inspection findings and the current condition of the dam.
- Summarize data review and inspection observations.
- Identify any deficiencies or repairs needed based on observed conditions.
- Model potential impacts to human health and the environment in the event of dam failure.
- Recommended corrective actions.

Project Assumptions

- The scope of the upgrade is limited to the WTP reservoir low-head Ward Lake Dam.
- City staff will assist in measuring headwater and tailwater levels during the inspection. This includes providing the necessary boat(s), water depth probes and staff to conduct water depth measurements.
- City staff will remove vegetation including brush and small trees to the extent possible to allow for full visual observation of the dam including the drone survey.
- All deliverables will be provided in electronic format with no hard copies.
- City will provide written review comments via email for the draft deliverable within five calendar days or deliverable will be considered acceptable as submitted.

- All documents will be submitted as a draft for City review and comments. Comments will be addressed, and a final document issued.
- Lack of complete and accurate documentation including as-built drawings and previous inspection reports will have the potential to affect the accuracy of the budgetary cost estimate.
- Jacobs will reasonably rely upon the accuracy, timeliness, and completeness of the information/data provided by the City or other third parties without independent verification.
- Jacobs to provide progress report with monthly invoices.
- Geotechnical Services and Unknown Subsurface Conditions – In soils, foundation, groundwater, utilities, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total project cost and execution. These conditions and cost and execution effects are not the responsibility of Jacobs.
- Providing Construction and Cost Estimates – Although Jacobs provides opinions on cost, financial analyses, and economic feasibility projections for the project, Jacobs has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, Jacobs makes no guarantee that the City's actual project costs, financial aspects, and economic feasibility will not vary from Jacobs' opinions, analyses, projections, or estimates.
- The City will inform Jacobs of any safety rules, personal protective equipment, safety precautions, restricted areas, hazardous chemicals, and emergency procedures prior to commencing any site visits to the project site.
- Drone equipment rental rate is $550 per day.
- Survey equipment rental rate is $550 per day.

2. Schedule

Deliverables & Schedule

Jacobs will document the information collected, analyzed along with recommendations into the Final Dam Inspection Report. A draft report will be submitted no later than October 24, 2026. The Final Report will be provided to the City no later than October 31, 2026.

Project Schedule

	Task Number & Description	Week 1 Oct 5th – 11th	Week 2 Oct 12th – 18th	Week 3 Oct 19th – 25th	Week 4 Oct 26th – 30th
	Project Management				
1	City Field Cleanup Work				
	Background Review				
2	Safety Plan				
	Pre-Inspection Coordination				
3	Field Inspection Activities				
	Failure Analysis				
4	Review CIP & Projects				
	Draft Report				
5	Review Workshop with City				
	Final Report				

3. Key Project Personnel

The following staff members are scheduled to deliver this project. Rates are noted from Exhibit C of the Agreement for Engineering Continuing Services – Utilities.

Project Staff and Rates

Staff	Title	Rate
Leisha Pica	Principle Engineer	$337
Curt Basnett	Regional Technologist	$313
David Paiko	Principle Scientist	$277
Eduardo Guiierez-Pacheco	Senior Engineer 1	$204
Surveyor	Senior Engineer 1	$204
Assistant Engineer	Engineer 1	$139
Amanda Berens	Regional Technologist	$313
Randy Bushey	Regional Technologist	$313
Pieter DeWolfe	Engineer 2	$180
Stuart Boles	Administrative	$114

4. Compensation

The work will be performed on a time-and-materials basis. An estimation of the level of effort and corresponding fee is shown by task in the following table. Jacobs will commence the work identified in this task order within 5 days from the Notice to Proceed (NTP).

Estimated Level of Effort and Fee

	Task Description	Total Hours	Project Manager (Leisha Pica)	Sr. Geotech Engineer (Curt Basnett)	QC Manager (David Paiko)	Lead Engineer Inspector (Eduardo Gutierrez-Pacheco)	Survey Team (two-man crew for 2 days	Assistant Engineer Inspector	Failure Analysis Specialists (Amanda Berens)	QC Review and SME (Randy Bushey)	Drone Pilot & Engineer (Pieter DeWolf)	Project Controls (Stuart Boles)	Estimated Time & Materials Fee
	2026 rate schedule		*$337*	*$313*	*$277*	*$204*	*$204*	*$139*	*$313*	*$313*	*$180*	*$114*	
1	Project Management & Background Review	72	4	8	8	20		20		4	4	4	$15,384
2	Safety Plan	28		4	4	4		4		8	4		$6,963
3	Dam Inspections & Evaluations	180		16	4	32	48	32	16	8	24		$38,806
4	Review Current CIP projects and ops work	24	4	4		4		8		4			$5,789
5	Draft/Final Inspection Report	92	4	4	4	24		40		8	8		$22,817
	Report Review Workshop	16	4	4		4				4			
6	Expenses												$5,960
	Total	**412**	**16**	**40**	**16**	**84**	**48**	**104**	**16**	**36**	**40**	**4**	**$95,718**

Jacobs appreciates the opportunity to present this scope of work outline to the City. We appreciate the opportunity to support the City with this important project. We look forward to speaking with you and the City soon regarding this scope.

5. ACCEPTANCE OF TASK ORDER

Acceptance of this task order may be indicated by the signature of a duly authorized official of the City in the space provided below. One signed copy of this task order returned to the Consultant will serve as an Agreement between the two parties and as Notice to Proceed. Should this task order not be accepted within a period of sixty (60) days from then above date it shall become null and void.

JACOBS ENGINEERING GROUP INC

By_____

Joelle Francois, PE
Designated Manager

Date September 17, 2026

CITY OF BRADENTON

By_____

The Honorable Gene Brown
Mayor, City of Bradenton

Date_____

AGENDA ITEM NO. 6.n

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: September 23, 2026

SUBMITTED BY: Nicholas Toth, Purchasing

ITEM TYPE: Agreement

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Amendment No. 2 to Agreement for Construction Management at Risk (CMAR) Continuing Services with NDC Construction Company

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:

The City of Bradenton and NDC Construction Company entered into the Agreement for Construction Management at Risk Continuing Services (the "Agreement") under which NDC Construction Company is providing the professional construction management services requisite to the implementation of the construction of Peninsular Telephone Company Building Renovation; pursuant to Section 255.103(4), Florida Statutes (2023), the Agreement provides that the total cost of the Project shall not exceed $4,000,000; subsequent to the execution of the Agreement, the Legislature amended Section 255.103(4), Florida Statutes, to increase the permitted not-to-exceed amount for continuing construction contracts to $7,500,000; the City and NDC Construction desire to increase the not-to-exceed amount set forth in the Agreement to $7,500,000 in conformance with Section 255.103(4), Florida Statutes (2025).

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:

Reviewed and approved by City Attorney Rudacille.

SUGGESTED MOTION:
Motion to approve Amendment No. 2 to Agreement for Construction Management at Risk (CMAR) Continuing Services with NDC Construction Company.

ATTACHMENTS:
Amendment No. 2 for CMAR Agreement

AMENDMENT NO. 2
to
AGREEMENT
for
CONSTRUCTION MANAGEMENT AT RISK CONTINUING SERVICES

THIS ADDENDUM TO THE AGREEMENT FOR CONSTRUCTION MANAGEMENT AT RISK CONTINUING SERVICES ("Addendum"') is made and entered into this 23RD day of September, 2026, by and between the City of Bradenton, referred to herein as "Owner," and NDC Construction Company, registered and licensed to do business in the State of Florida, referred to herein as "Construction Manager."

WHEREAS, Owner and Construction Manager entered into the Agreement for Construction Management at Risk Continuing Services (the "Agreement") under which Construction Manager is providing the professional construction management services requisite to the implementation of the construction of Peninsular Telephone Company Building Renovation (as further defined in the Agreement, the "Project"); and

WHEREAS, pursuant to Section 255.103(4), Florida Statutes (2023), the Agreement provides that the total cost of the Project shall not exceed $4,000,000; and

WHEREAS, subsequent to the execution of the Agreement, the Legislature amended Section 255.103(4), Florida Statutes, to increase the permitted not-to-exceed amount for continuing construction contracts, such as the Agreement, to $7,500,000; and

WHEREAS, the Owner and Construction Manager desire to increase the not-to-exceed amount set forth in the Agreement to $7,500,000 in conformance with Section 255.103(4), Florida Statutes (2025); and

WHEREAS, the Agreement provides that prior to commencement of the Construction Phase, Construction Manager and Owner must agree upon a Guaranteed Maximum Price (GMP) for the construction of the Project, to be established and memorialized in an amendment supplementing the Agreement; and

NOW THEREFORE, Owner and Construction Manager, in consideration of the mutual covenants hereinafter set forth, and the mutual covenants set forth in the Agreement, the sufficiency of which is hereby acknowledged, agree as follows:

l. Total Costs. Pursuant to 255.103(4), Florida Statutes (2025), the total cost of the Project, inclusive of the GMP described herein, shall not exceed $7,500,000.

2. Affirmation. All terms of the Agreement, as supplemented or amended herein, shall remain in full force and effect and are hereby ratified and affirmed.

IN WITNESS THEREOF, the parties hereunto have caused this agreement to be executed on the date first above written.

Signed, sealed and delivered in the presence of:

ATTEST:

_____
Tamara Melton, City Clerk

CITY OF BRADENTON, a municipal corporation

By: _____
Gene Brown, Mayor

NDC CONSTRUCTION COMPANY:

Signature: _____

Name: Adam Phillips

Title: Vice President

AGENDA ITEM NO. 6.o

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: September 23, 2026

SUBMITTED BY: Jean Totti, Public Works & Utilities

ITEM TYPE: Miscellaneous

AGENDA SECTION: CONSENT AGENDA

SUBJECT: Utility Easement with Florida Power and Light (FPL) for Parcel ID 4342500609 at City Park

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
FPL requested approval of a utility easement at City Park.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the utility easement with FPL at the future City Park facility.

ATTACHMENTS:
FPL Easement

FLORIDA POWER & LIGHT COMPANY
UTILITY EASEMENT (BUSINESS)

Prepared by:
Name: CITY OF BRADENTON
Street Address: 101 OLD MAIN ST
City, State, Zip Code: BRADENTON FL
Sec. 37, Twp 34, Rge 17
Parcel ID# 4342500609

Return to:
Florida Power & Light Company
5657 McIntosh Rd
Sarasota Fl 34233

[Reserved for Circuit Court]

The undersigned ("Grantor"), in consideration of the payment of $10.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grants and gives to Florida Power & Light Company, its affiliates, licensees, agents, successors, and assigns ("FPL"), with a mailing address of 700 Universe Blvd., Juno Beach, Florida 33408 a non-exclusive easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage as well as the size of, and remove such facilities or any of them within an easement described on Exhibit "A" attached hereto and made a part hereof ("Easement Area").

Together with the right for FPL to attach wires to any facilities hereunder and lay cable and conduit within the Easement Area and to operate the same for FPL's communications purposes in connection with utility service; the right of ingress and egress to the Easement Area at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area; the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the Easement Area, which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent Grantor has the power to grant, if at all, the rights of ingress and egress over, along, and across the roads, streets or highways adjoining or through said Easement Area.

IN WITNESS WHEREOF, Grantor has signed and sealed this easement on 23 day of September, 2026.

Signed, sealed and delivered in the presence of:

_____
Witness Signature
Witness Print Name: _____
Post Office Address: _____
_____

_____
Witness Signature
Witness Print Name: _____
Post Office Address: _____
_____

Grantor:
INSERT NAME OF BUSINESS ENTITY

By: _____
Print Name: Gene Brown
Print Title: Mayor
Post Office Address: 101 Old Main Street
Bradenton, FL 34205

ACKNOWLEDGMENT

STATE OF Florida)
COUNTY OF Manatee)

The foregoing instrument was acknowledged before me by means of ☑ physical presence or ☐ online notarization, this 23rd day of September, 2026 by Gene Brown as Mayor of City of Bradenton, a Florida Municipality, on behalf of the City of Bradenton, ☑ who is personally known to me **OR** ☐ has produced _____ as identification, and who did (did not) take an oath.

(NOTARIAL SEAL)

Notary: _____
Print Name: Tamara Melton
Notary Public, State of Florida
My commission expires: 06/04/2027

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 in Section 35, Township 34 South, Range 17 East, Manatee County, Florida being a variable width Florida Power & Light (FPL) Easement for access, installation and maintenance of utility lines and equipment, described as follows:

COMMENCE at the Northwest corner of lands described in Official Records Book 2509, Page 4206 of the Public Records of Manatee County, Florida, same being a point on the Westerly right-of-way of 9th Street West; thence along said right-of-way the following two (2) courses: (1) N00°28'57"E, 548.13 feet; (2) N00°31'12"E, 24.13 feet; thence perpendicular to said right-of-way S89°28'48"E, 206.28 feet to the **POINT OF BEGINNING** of the centerline of a 15-foot-wide FPL easement; thence N03°10'34"W, 15.00 feet to a point, hereinafter referred to as **"Point A"**, said point being also the POINT OF TERMINUS;

TOGETHER WITH:

RE-BEGIN at aforementioned "Point A", the same being a point on a centerline of a 10-foot-wide easement; thence N10°41'34"W, 43.02 feet; thence N60°43'00"W, 12.26 feet; thence N86°31'21"W, 19.52 feet; thence S87°59'39"W, 47.83 feet; thence N89°08'15"W, 84.03 feet; thence N39°21'45"W, 5.51 feet; thence N01°19'47"W, 27.15 feet; thence N02°18'58"E, 47.90 feet; thence N01°30'00"E, 46.60 feet; thence N89°28'48"W, 32.79 feet to the **POINT OF TERMINUS** of said centerline and said easement.

The side lines of said easement are to be extended or shortened to their points of intersection and to meet any boundary or right-of-way line the centerline intersects.

Subject to pertinent easements, rights-of-way and restrictions of record.

SKETCH & DESCRIPTION
OF
CITY PARK FPL EASEMENT
LOCATED IN
SECTION 35, TOWNSHIP 34 SOUTH, RANGE 17 EAST
MANATEE COUNTY, FLORIDA

DRAWN: DML DATE: 2026.09.03

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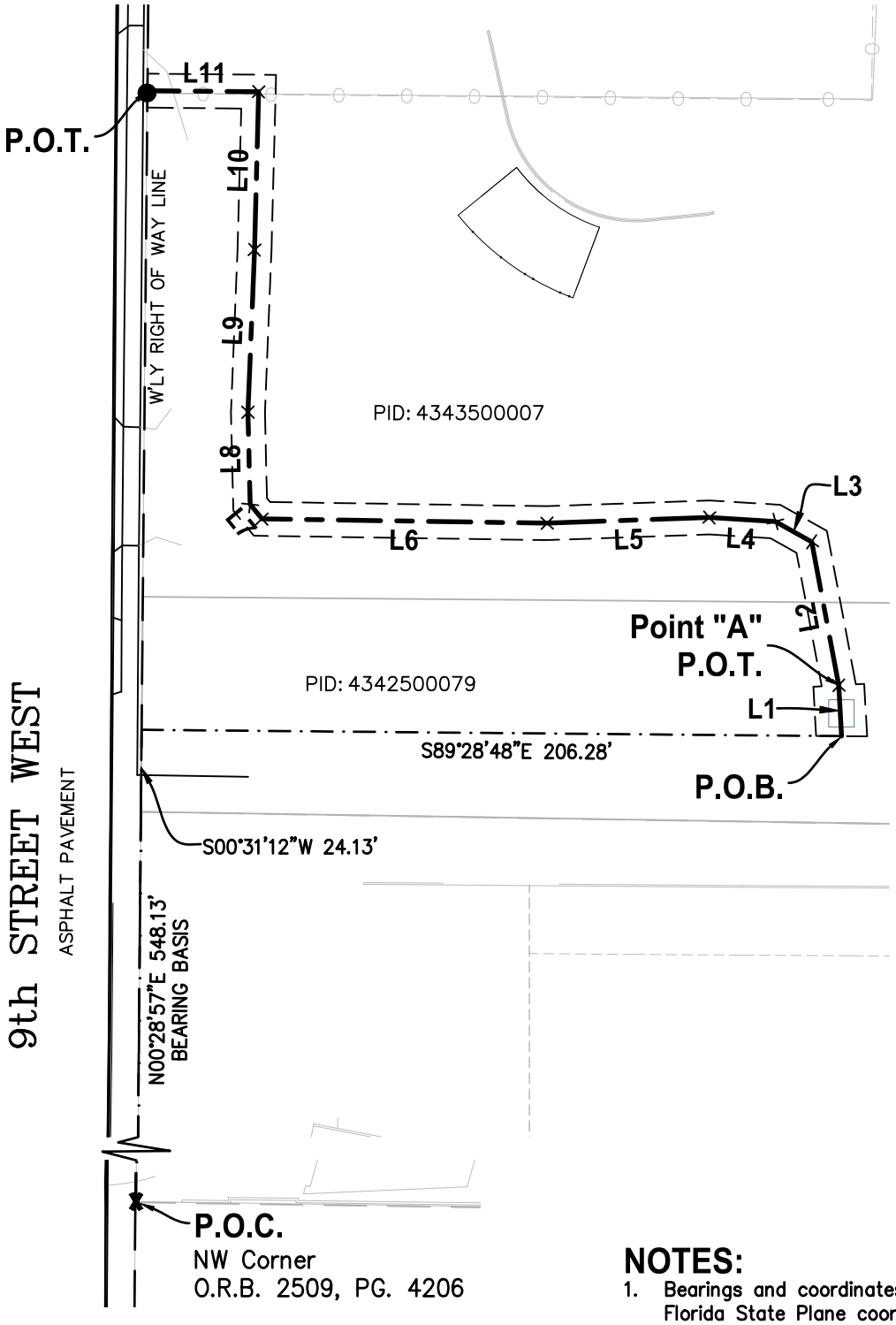
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MANATEE COUNTY, FLORIDA

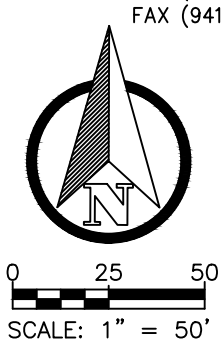
BY: _____
KAVIN C. WILMOTT, P.S.M.
FLORIDA CERTIFICATE No. LS6809

T:\Lecom Field\City Park (45903)\FPL\City Park FPL Easement-rev.dwg, Plot Date:9/14/2026 2:15 PM, By:YaritzaV

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





LEGEND:

P.O.B. – POINT OF BEGINNING
P.O.C. – POINT OF COMMENCEMENT
P.O.T. – POINT OF TERMINUS
O.R.B. – OFFICIAL RECORD BOOK
PG. – PAGE
PID – PARCEL IDENTIFICATION NUMBER (NOW OR FORMERLY)

BOUNDARY LINE DATA		
LINE #	DIRECTION	LENGTH
L1	N03°10'34"W	15.00'
L2	N10°41'34"W	43.02'
L3	N60°43'00"W	12.26'
L4	N86°31'21"W	19.52'
L5	S87°59'39"W	47.83'
L6	N89°08'15"W	84.03'
L7	N39°21'45"W	5.51'
L8	N01°19'47"W	27.15'
L9	N02°18'58"E	47.90'
L10	N01°30'00"E	46.60'
L11	N89°28'48"W	32.79'

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°28'57"E for the Westerly line of 9th Street West.
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. This sketch is certified to Manatee County.
5. Containing 3,891 Sq. Ft. Or 0.089 Ac., more or less.

SKETCH & DESCRIPTION
OF
CITY PARK FPL EASEMENT
LOCATED IN
SECTION 35, TOWNSHIP 34 SOUTH, RANGE 17 EAST
MANATEE COUNTY, FLORIDA

PID 4343500007 & 4342500079
MANATEE COUNTY, FLORIDA

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AGENDA ITEM NO. 7.a

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: September 23, 2026

SUBMITTED BY: Corey Fortin, City Administration

ITEM TYPE: Miscellaneous

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: City of Bradenton Surplus Property Suitable for Affordable Housing Inventory Review - PUBLIC HEARING

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
Yes

EXPLANATION:
F.S. Section 166.0451 requires that each local government or any independent district within its boundaries prepare and review an inventory list of all real property to which it holds fee simple title and which is appropriate for affordable housing at a public hearing every 3 years by October 1st. The last such hearing was held in October, 2023. This public hearing was advertised in the Bradenton Herald on September 12, 2026.

Property that is identified by Council in a Resolution as "appropriate" for affordable housing is to be included in the inventory list. The properties may then be disposed of in one of the following ways:

- Used for affordable housing through a long term land lease requiring the development and maintenance of affordable housing;

- Offered for sale and the proceeds used to purchase land for the development of affordable housing or to increase the local government **fund earmarked for affordable housing;**

- Sold with a restriction that requires the development of the property as permanent affordable housing;

- Donated to a nonprofit housing organization for the construction of permanent affordable housing;

- Made available for the production and preservation of permanent affordable housing.

The Declaration of property as surplus is a discretionary act of City Council. City Council has the sole discretion to determine the method used in disposing of a property, which decision is not subject to appeal. Council retains the discretion to amend the resolution at any time to remove parcels from the designation as suitable for affordable housing.

If a property is sold outright without a requirement that it be developed as affordable housing, the proceeds of the sale are deposited into the Affordable Housing Fund and may only be used to expand the production of or for the preservation of permanent affordable housing upon approval of the City Council.

At our last hearing in October of 2023, the City reviewed its properties and the surplus property deemed appropriate for affordable housing consisted of 14 parcels: 6 City owned and 8 CRA owned.

Since that time, the City of Bradenton:

- Reconveyed two parcels located at 520 19th Street East & 519 18th Street East to the CRA
- Removed one parcel for a municipal purpose located at 102 17th Avenue West

- Designated the CRA to manage the disposition of 1 parcel located at 907 15th Street West
- Sold one parcel located at 1105 18th Street West and deposited the proceeds in the City's affordable housing fund

That leaves one City owned parcel located at 1108 2nd Street West which will remain on the inventory and is listed on our website and on the MLS through the Urban Group.

The City has not acquired any real property since the 2023 hearing that is not needed for a public purpose.

Since that hearing, the CRA:

- Has removed 6 properties from the inventory list as recommended for retention for future development opportunities.

That leaves two CRA owned parcels located at 530 9th Avenue East and 528 9th Avenue East that will remain on the inventory and are listed on our website.

FINANCIAL IMPACT:
N/A

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

SUGGESTED MOTION:
Motion to direct the Policy, Planning, Procedures & Real Estate Administrator to prepare a Resolution containing the surplus property suitable for affordable housing inventory list, as revised at this meeting, for adoption by City Council at the upcoming meeting scheduled for October 14, 2026.

ATTACHMENTS:
Inventory List - Surplus Affordable Housing
2026 Potential Affordable Housing Surplus Properties

City of Bradenton Potential Affordable Housing Surplus Properties

	Parcel ID	Situs Address	Assessed Value	CRA
160	4298300007	1108 2nd Street West	$32,000	14th Street CRA

LOT 4 BLK F J K SINGELTARY SUB

Central Community Redevelopment Area Potential Affordable Housing Surplus Properties

Parcel ID	Situs Address	Assessed Value	CRA
4594500003	530 9th Avenue East	$40,800	Central CRA

BEG AT PT 360 FT W OF INTERSEC OF CENTER OF ROBINSON POND WITH N LINE OF NE1/4 OF NW1/4, W 50 FT, S 210 FT, E 50 FT N 210 FT LESS STRIP 10 FT E & W BY 100 FT N & S IN NW COR THERE OF & ADJOINING LOT 7 BLK L LINCOLN HTS AS DESC IN DB 273 P 297; LESS THAT PART TO CITY OF BRADENTON FOR 9TH AVE E R/W AS DESC IN OR 1009 P 1571 PRMCF P-59-N

4589610007	528 9th Avenue East	$40,800	Central CRA

FROM NW COR OF SEC 36 RUN TH S 89 DEG 58 MIN 45 SEC E A DIST OF 1541.83 FT; TH S 01 DEG 25 MIN 11 SEC W A DIST OF 70.03 FT TO A POINT ON W LINE OF LOT 7 BLK L LINCOLN HEIGHTS (PB 1 PG 297) FOR A POB; TH S 89 DEG 58 MIN 45 SEC E 101.91 FT; TH S 10 DEG 34 MIN 06 SEC W 137.75 FT TO A POINT ON N LINE OF LOT 2 OF SD BLK L; TH N 89 DEG 47 MIN 26 SEC W 80 FT TO SW COR OF SD LOT 7; TH N 01 DEG 25 MIN 11 SEC E ALG W LN OF SD LOT 7, 135.19 FT TO THE POB; LESS THAT PART DESC IN DB 353 P 495 PRMCF, BEING A PART OF LOT 7 BLK L LINCOLN HEIGHTS & BEING FURTHER DESC IN OR 1067 P 2407 PRMCF PI#45896.1000/7

CITY OF BRADENTON

POTENTIAL AFFORDABLE HOUSING SURPLUS PROPERTIES

bradenton
The Friendly City

(Disclaimer: The City reserves the right to withdraw from surplus any property it owns at any time without notice. The city reserves the right to reject any and all proposals, responses, offers and/or bids for its properties.)

FLORIDA STATUTE 166.0451

CITY OF BRADENTON

Florida Statute 166.0451 defines Requirements for disposition of municipal property for affordable housing:

- By 10-1-23, and every 3 years thereafter, each municipality shall prepare an inventory list of all real property within its jurisdiction to which the municipality or any independent district within its boundaries holds fee simple title that is appropriate for use as affordable housing. The inventory list must include the address and legal description of each such property and specify whether the property is vacant or improved. The governing body of the municipality must review the inventory list at a public hearing and may revise it at the conclusion of the public hearing. Following the public hearing, the governing body of the municipality shall adopt a resolution that includes an inventory list of such property.
- The properties identified as appropriate for use as affordable housing on the inventory list adopted by the municipality may be used for affordable housing through a long term land lease requiring the development and maintenance of affordable housing, offered for sale and the proceeds used to purchase land for the development of affordable housing or to increase the local government fund earmarked for affordable housing, or sold with a restriction that requires the development of the property as permanent affordable housing, or donated to a nonprofit housing organization for the construction of permanent affordable housing. Alternatively, the municipality may otherwise make the property available for use for the production and preservation of permanent affordable housing.

POTENTIAL AFFORDABLE HOUSING SURPLUS PROPERTIES – **CITY OWNED**

1108 2nd Street West

1108 2ND STREET WEST

PARCEL ID # 4298300007 - 0.0918 ACRES MOL

VACANT LOT

CITY OF BRADENTON



THIS LOT WAS ACQUIRED ON 9/9/21 BY VOLUNTARY QUIT CLAIM DEED.



#160

LOCATED IN CENTRAL CRA

POTENTIAL AFFORDABLE HOUSING SURPLUS PROPERTIES – **CRA OWNED**

530 9th Avenue East
528 9th Avenue East

530 9TH AVENUE EAST

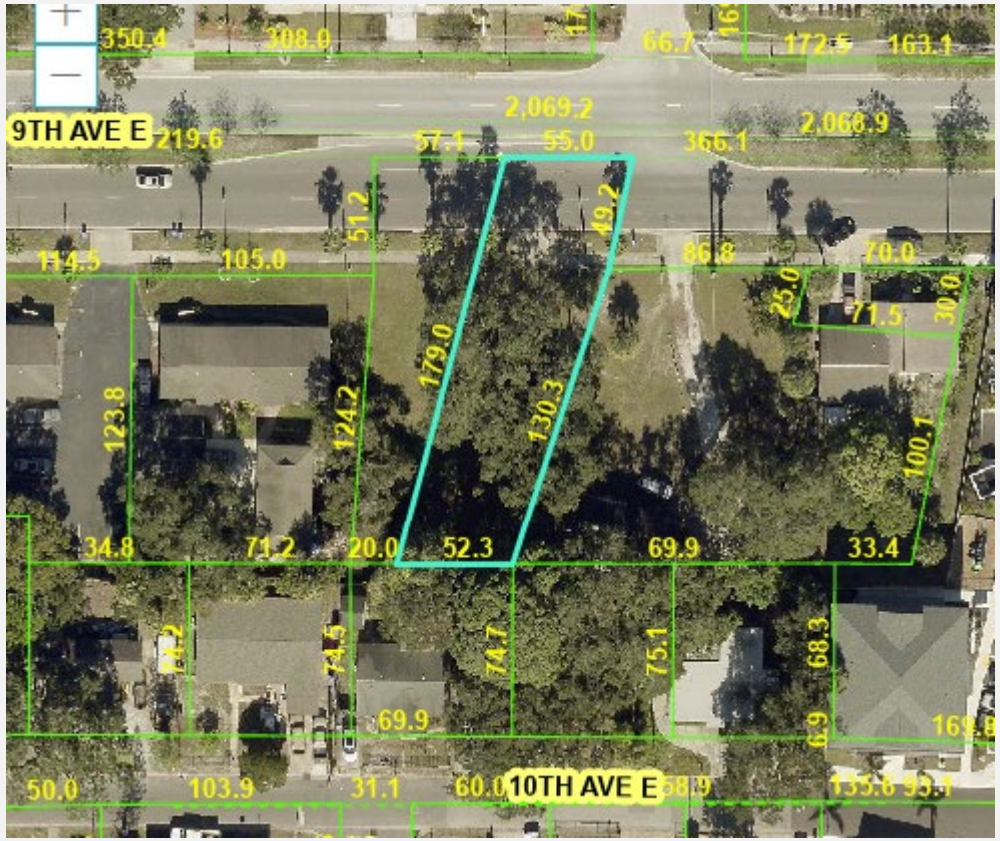
PARCEL ID# 4594500003

0.1102 ACRES MOL

VACANT LOT



CENTRAL CRA



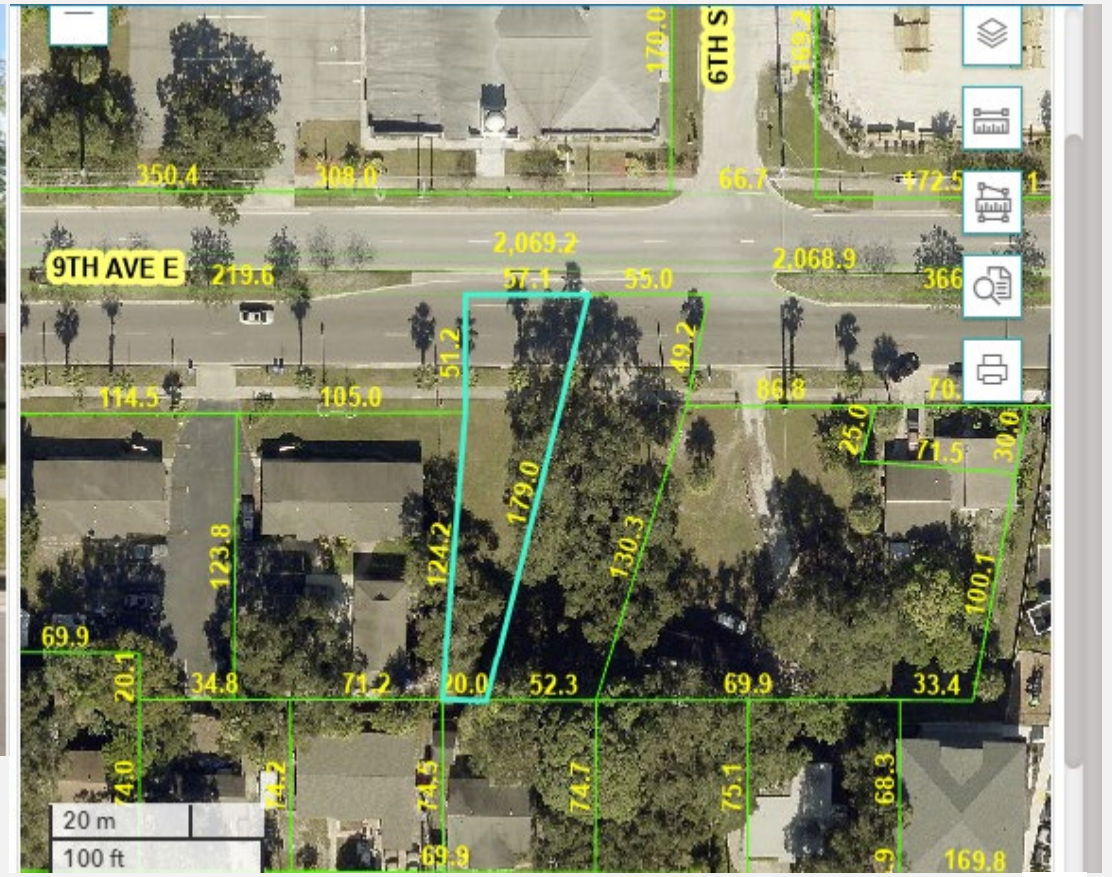
528 9TH AVENUE EAST

PARCEL ID# 4589610007

0.1102 ACRES MOL

VACANT LOT





CENTRAL CRA

QUESTIONS?

bradenton

The Friendly City

AGENDA ITEM NO. 7.b

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: September 23, 2026

SUBMITTED BY: Jeff Burton, Community Redevelopment Agency

ITEM TYPE: Resolution

AGENDA SECTION: BUSINESS/ADVERTISING, PETITIONS, HEARINGS & COMMUNICATIONS

SUBJECT: RESOLUTION 26-69 - PUBLIC HEARING
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, MAKING A LEGISLATIVE FINDING OF NECESSITY, PURSUANT TO SECTION 163.355, FLORIDA STATUTES, THAT A BLIGHTED AREA EXISTS WITHIN THE CITY OF BRADENTON, AS MORE PARTICULARLY DESCRIBED HEREIN; DETERMINING THAT THE REHABILITIATION, CONSERVATION, AND/OR REDEVELOPMENT OF SUCH AREA IS NECESSARY IN THE INTEREST OF PUBLIC HEALTH, SAFETY, MORALS, AND WELFARE OF THE RESIDENTS OF THE CITY OF BRADENTON; DESIGNATING SUCH AREA AS COMMUNITY REDEVELOPMENT AREA NO. 4; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
Yes

EXPLANATION:
Florida Statutes §163.335 establishes that slum and blighted conditions endanger public health, safety, and welfare, depress economic value, and impair sound community growth. The Legislature further finds that private enterprise alone cannot eliminate the deteriorated conditions that contribute to disease, crime, and economic decline, thereby requiring coordinated public redevelopment action. The

City of Bradenton has completed and executed a formal Finding of Necessity, documenting the presence of qualifying slum and blight conditions within the designated area. This finding provides the required statutory proof that such conditions exist and supports the creation or modification of a Community Redevelopment Area (CRA) in a manner consistent with state law.

FINANCIAL IMPACT:
N/A

ATTORNEY REVIEW/RECOMMENDATION:
Attorney Rudacille drafted the resolution.

SUGGESTED MOTION:
Motion to approve Resolution 26-69.

ATTACHMENTS:
Resolution 26-69
Florida Statute 163.356
Florida Statute 163.355
Slum and Blight Analysis
Notification Letters to Taxing Authorities

RESOLUTION NO. 26-69

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BRADENTON, FLORIDA, MAKING A LEGISLATIVE FINDING OF NECESSITY, PURSUANT TO SECTION 163.355, FLORIDA STATUTES, THAT A BLIGHTED AREA EXISTS WITHIN THE CITY OF BRADENTON, AS MORE PARTICULARLY DESCRIBED HEREIN; DETERMINING THAT THE REHABILITIATION, CONSERVATION, AND/OR REDEVELOPMENT OF SUCH AREA IS NECESSARY IN THE INTEREST OF PUBLIC HEALTH, SAFETY, MORALS, AND WELFARE OF THE RESIDENTS OF THE CITY OF BRADENTON; DESIGNATING SUCH AREA AS COMMUNITY REDEVELOPMENT AREA NO. 4; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Bradenton, Florida, is authorized under Chapter 163, Part III, Florida Statutes (the "Community Redevelopment Act of 1969" or the "Act"), to exercise community redevelopment powers within the City of Bradenton (the "City"); and

WHEREAS, the City previously created the Bradenton Community Redevelopment Agency (the "Agency" or "CRA") pursuant to Section 163.356, Florida Statutes, which Agency currently administers three (3) established Community Redevelopment Areas within the City; and

WHEREAS, the City Council authorized a study to determine whether a fourth community redevelopment area should be established within the geographic area generally depicted on the map in Exhibit "A" attached hereto and incorporated herein (the "Study Area"); and

WHEREAS, Dr. Jeff Burton conducted a Finding of Necessity study of the Study Area (the "Study"), which Study analyzed property appraiser records, field surveys, permitting data, and other relevant information regarding conditions within the Study Area; and

WHEREAS, Section 163.355, Florida Statutes, requires the City Council to make a legislative finding, supported by data and analysis, that one or more of the conditions described in Section 163.340(8), Florida Statutes, are present within the Study Area before community redevelopment may be planned or initiated therein; and

WHEREAS, the Study documents the presence of multiple conditions described in Section 163.340(8), Florida Statutes, including but not limited to, defective or inadequate street layout and parking facilities, deterioration of site or other improvements, stagnation of aggregate assessed values, and faulty lot layout and diversity of ownership preventing the free alienability of land within the Study Area; and

WHEREAS, the City Council desires to make a legislative finding of necessity based upon the Study and the record developed in connection therewith, and to designate the Study Area as a proposed community redevelopment area to be known as "Community Redevelopment Area No. 4"; and

WHEREAS, prior to consideration of this Resolution, the City provided public notice in accordance with Section 166.041(3)(a), Florida Statutes, and provided written notice by registered mail, at least fifteen (15) days prior to the date hereof, to each taxing authority levying ad valorem taxes on real property within the Study Area, as required by Section 163.346, Florida Statutes; and

WHEREAS, the City Council held a noticed public hearing on September 23, 2026, at which the City Council received testimony and evidence from City and/or CRA staff, and members of the public in attendance; and

WHEREAS, the record of the public hearing, including the Study, and testimony and evidence submitted during the public hearing, are hereby incorporated and made a part of this Resolution.

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

1. **Findings of Fact**. The above recitals are true and correct and are fully incorporated herein by reference.

2. **Findings of Blight Factors**.

    a. **Predominance of Defective or Inadequate Street Layout and Parking Facilities (s. 163.340(8)(a), Fla. Stat.).** The Study Area contains a disproportionate concentration of parcels utilized solely as surface parking, together with "superblock" development patterns and full lot-coverage improvements that force service and parking activity into the public right-of-way, creating congestion and unsafe pedestrian conditions.

    b. **Deterioration of Site or Other Improvements (s. 163.340(8)(e), Fla. Stat.).** Physical inspection and tax roll data reflect structures with depreciation rates ranging from approximately 77% to 80%, evidence of structural failure, permitted demolitions, and vacant, unimproved lots within platted subdivisions, reflecting arrested development and deterioration of existing site improvements.

    c. **Stagnation of Aggregate Assessed Values (ss. 163.340(8)(b), Fla. Stat**.). A disproportionate concentration of government-owned, tax-exempt property within the Study Area – including parcels with substantial appraised value but zero taxable value – suppresses the aggregate taxable value of the district and shifts the burden

of infrastructure maintenance to remaining private property owners of the municipality, inhibiting the sound growth of the tax base.

d. **Faulty Lot Layout and Diversity of Ownership (ss. 163.340(8)(c) and (m), Fla. Stat.).** Fragmented ownership among multiple corporate and investment entities, together with irregular and remnant parcel configurations, prevents the assembly of land necessary for cohesive redevelopment and has contributed to a proliferation of underutilized surface and vacant lots.

3. **Determination of Blighted Area**. Based upon the findings set forth in Section 2 above, and the Study and record developed in connection herewith, the City Council hereby determines and finds, as a legislative finding, that the Study Area constitutes a "blighted area" as defined in Section 163.340(8), Florida Statutes, and is appropriate for community redevelopment under the Act.

4. **Finding of Necessity**. The City Council hereby finds and determines that the rehabilitation, conservation, and/or redevelopment, or a combination thereof, of the Study Area, is necessary in the interest of the public health, safety, morals, and welfare of the residents of the City of Bradenton.

5. **Designation of Community Redevelopment Area No. 4.** The Study Area, as depicted in Exhibit "A" attached hereto and incorporated herein, is hereby designated as "Community Redevelopment Area No. 4" for purposes of further proceedings under the Act.

6. **Proposed Community Redevelopment Plan.** The Agency is hereby directed to proceed with preparation of a community redevelopment plan for Community Redevelopment Area No. 4 in accordance with Sections 163.360 and 163.362, Florida Statutes, and to submit such plan to the local planning agency for review as required by section 163.360(4), Florida Statutes.

7. **Severability.** If any provision of this Resolution is held to be invalid or unconstitutional by any court of competent jurisdiction, that holding shall in no way affect the validity of the remaining portions of this Resolution.

8. **Effective Date.** This Ordinance shall take effect immediately upon adoption.

PASSED AND DULY ADOPTED BY THE CITY COUNCIL FOR THE CITY OF BRADENTON, FLORIDA, WITH A QUORUM PRESENT AND VOTING ON THIS 23RD DAY OF SEPTEMBER, 2026.

ATTEST:

Tamara Melton	Gene Brown
CITY CLERK	MAYOR

APPROVED AS TO FORM:

Scott Rudacille
CITY ATTORNEY

5713119v1

163.356 Creation of community redevelopment agency.

Wednesday, February 9, 2022 10:50 AM

(1)Upon a finding of necessity as set forth in s. 163.355, and upon a further finding that there is a need for a community redevelopment agency to function in the county or municipality to carry out the community redevelopment purposes of this part, any county or municipality may create a public body corporate and politic to be known as a "community redevelopment agency." A charter county having a population less than or equal to 1.6 million may create, by a vote of at least a majority plus one of the entire governing body of the charter county, more than one community redevelopment agency. Each such agency shall be constituted as a public instrumentality, and the exercise by a community redevelopment agency of the powers conferred by this part shall be deemed and held to be the performance of an essential public function. Community redevelopment agencies of a county have the power to function within the corporate limits of a municipality only as, if, and when the governing body of the municipality has by resolution concurred in the community redevelopment plan or plans proposed by the governing body of the county.

(2)When the governing body adopts a resolution declaring the need for a community redevelopment agency, that body shall, by ordinance, appoint a board of commissioners of the community redevelopment agency, which shall consist of not fewer than five or more than nine commissioners. The terms of office of the commissioners shall be for 4 years, except that three of the members first appointed shall be designated to serve terms of 1, 2, and 3 years, respectively, from the date of their appointments, and all other members shall be designated to serve for terms of 4 years from the date of their appointments. A vacancy occurring during a term shall be filled for the unexpired term. As provided in an interlocal agreement between the governing body that created the agency and one or more taxing authorities, one or more members of the board of commissioners of the agency may be representatives of a taxing authority, including members of that taxing authority's governing body, whose membership on the board of commissioners of the agency would be considered an additional duty of office as a member of the taxing authority governing body.

(3)(a)A commissioner shall receive no compensation for services, but is entitled to the necessary expenses, including travel expenses, incurred in the discharge of duties. Each commissioner shall hold office until his or her successor has been appointed and has qualified. A certificate of the appointment or reappointment of any commissioner shall be filed with the clerk of the county or municipality, and such certificate is conclusive evidence of the due and proper appointment of such commissioner.

(b)The powers of a community redevelopment agency shall be exercised by the commissioners thereof. A majority of the commissioners constitutes a quorum for the purpose of conducting business and exercising the powers of the agency and for all other purposes. Action may be taken by the agency upon a vote of a majority of the commissioners present, unless in any case the bylaws require a larger number. Any person may be appointed as commissioner if he or she resides or is engaged in business, which means owning a business, practicing a profession, or performing a service for compensation, or serving as an officer or director of a corporation or other business entity so engaged, within the area of operation of the agency, which shall be coterminous with the area of operation of the county or municipality, and is otherwise eligible for such appointment under this part.

(c)The governing body of the county or municipality shall designate a chair and vice chair from among the commissioners. An agency may employ an executive director, technical experts, and such other agents and employees, permanent and temporary, as it requires, and determine their qualifications, duties, and compensation. For such legal service as it requires, an agency may employ or retain its own counsel and legal staff.

(d)An agency authorized to transact business and exercise powers under this part shall file with the governing body the report required pursuant to s. 163.371(2).

(e)At any time after the creation of a community redevelopment agency, the governing body of the county or municipality may appropriate to the agency such amounts as the governing body deems necessary for the administrative expenses and overhead of the agency, including the development and

implementation of community policing innovations.

(4)The governing body may remove a commissioner for inefficiency, neglect of duty, or misconduct in office only after a hearing and only if he or she has been given a copy of the charges at least 10 days prior to such hearing and has had an opportunity to be heard in person or by counsel.
History.—s. 2, ch. 77-391; s. 1, ch. 83-231; s. 6, ch. 84-356; s. 903, ch. 95-147; s. 4, ch. 98-314; s. 41, ch. 2001-266; s. 4, ch. 2002-294; s. 2, ch. 2006-307; s. 2, ch. 2019-163; s. 28, ch. 2020-2.

From <http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&Search_String=&URL=0100-0199/0163/Sections/0163.356.html>

163.355 Finding of necessity by county or municipality.

Wednesday, February 9, 2022 10:49 AM

No county or municipality shall exercise the community redevelopment authority conferred by this part until after the governing body has adopted a resolution, supported by data and analysis, which makes a legislative finding that the conditions in the area meet the criteria described in s. 163.340(7) or (8). The resolution must state that:

(1)One or more slum or blighted areas, or one or more areas in which there is a shortage of housing affordable to residents of low or moderate income, including the elderly, exist in such county or municipality; and

(2)The rehabilitation, conservation, or redevelopment, or a combination thereof, of such area or areas, including, if appropriate, the development of housing which residents of low or moderate income, including the elderly, can afford, is necessary in the interest of the public health, safety, morals, or welfare of the residents of such county or municipality.

History.—s. 6, ch. 69-305; s. 4, ch. 84-356; s. 4, ch. 94-236; s. 3, ch. 2002-294.

From <http://www.leg.state.fl.us/statutes/index.cfm?App_mode=Display_Statute&Search_String=&URL=0100-0199/0163/Sections/0163.355.html>

SLUM AND BLIGHT ANALYSIS



CITY OF BRADENTON 101 Old Main Street, Bradenton, FL 34205

REPORT TO THE CITY COUNCIL CITY OF BRADENTON, FLORIDA

SUBJECT: Finding of Necessity and Slum/Blight Study for the Designation of a Community Redevelopment Area (CRA)

AUTHORITY: Part III, Chapter 163, Florida Statutes

DATE: October 26, 2023

AUTHOR: Dr. Jeff Burton

I. EXECUTIVE SUMMARY

This report serves as a formal **Finding of Necessity**, prepared in accordance with the Community Redevelopment Act of 1969 (Chapter 163, Part III, Florida Statutes). The purpose of this study is to identify and document the existence of slum and blighted conditions within the proposed redevelopment area.

Based on an analysis of property appraiser records, field surveys, and permitting data, the study area exhibits a predominance of conditions that impair the City's sound growth. These conditions include defective street layouts, faulty lot layouts, deterioration of site improvements, diversity of ownership that prevents free alienability of land, and stagnation in aggregate assessed values due to a disproportionate concentration of government-owned, tax-exempt property.

The findings that follow confirm that the area meets the statutory criteria for a "blighted area" as defined in Section 163.340(8), Florida Statutes, requiring the powers of a Community Redevelopment Agency to effectuate rehabilitation and redevelopment.

II. LEGAL DEFINITIONS AND CRITERIA

Under Florida law, a "blighted area" is an area in which there are a substantial number of deteriorated or deteriorating structures, or conditions leading to economic distress or endangerment of life or property. To designate an area as blighted, the City Council must find that at least two of the factors set forth in **F.S. 163.340(8)** are present.

Factors identified in this study include:

- Predominance of defective or inadequate street layout.
- Aggregate assessed values of real property in the area have failed to show an appreciable increase.
- Faulty lot layout in relation to size, adequacy, accessibility, or usefulness.
- Deterioration of the site or other improvements.
- Diversity of ownership or defective or unusual conditions of title.

III. ANALYSIS OF BLIGHT FACTORS

The following conditions identified in the subject area meet the statutory criteria for blight:

1. Predominance of Defective or Inadequate Street Layout and Parking Facilities

Florida Statute 163.340(8)(a) identifies defective layout and parking as a blight factor.

- **Findings:** The study area contains a disproportionate number of parcels utilized solely as surface parking lots rather than integrated development.
    - **Evidence:** Multiple parcels in the downtown core are designated specifically for parking or vacant commercial use, with improvements limited to paving. For example, Parcel 3316700008 (Bradenton Thrive LLC) and Parcel 3317800005 (City of Bradenton) are primarily used for parking/government purposes.
    - **Evidence:** Parcels 3299900005 and 3298800008 on Manatee Ave W and 14th St W are predominantly parking surfaces serving adjacent entities.
    - **Impact:** This usage pattern indicates an inadequate street and lot layout that underutilizes prime downtown real estate, contributing to a lack of density and economic cohesion.

2. Deterioration of Site or Other Improvements

Florida Statute 163.340(8)(e) identifies deterioration of the site or other improvements as a blight factor.

- **Findings:** There is evidence of structures requiring demolition and significant vacancies in platted subdivisions.
    - **Evidence:** Permitting records for Parcel 3281700309 (Florida Cultural Group Inc.) indicate the "Demolition of entire 2-story Carver Apartment Building" in 2016. The necessity of slum clearance and demolition is a primary indicator of blight that the Act addresses.
    - **Evidence:** The "Beau Vue Estates" / "Tarpon Point" area contains numerous contiguous parcels (e.g., Parcels 3154700109, 3154700159, 3154700209) that are vacant residential or unplatted lands held by corporate entities such as EB JV Opportunity Fund LLC and MRW Associates.
    - **Impact:** The presence of vacant, unimproved lots in a platted subdivision indicates arrested development and site deterioration.

3. Aggregate Assessed Values and Tax Base Stagnation

Florida Statute 163.340(8)(b) considers the failure of assessed values to show an appreciable increase a factor of blight.

- **Findings:** A substantial portion of the study area is government-owned and tax-exempt, which suppresses the aggregate taxable value of the district and shifts the tax burden to the remainder of the municipality.
    - **Evidence:** The Manatee County Administration Complex (Parcel 3297510004) has a taxable value of $0 despite a FEMA value exceeding $44 million.
    - **Evidence:** The "Old City Hall" site (Parcel 3354500109) is 3.94 acres of government-owned vacant land with a taxable value of $0.
    - **Evidence:** City Center properties (Parcel 3294300003) and the Central Library (Parcel 3329300059) remove significant acreage from the tax rolls.
    - **Impact:** While government services are necessary, the high concentration of exempt properties constitutes a "governmentally owned property with adverse environmental conditions" (in an economic sense) or simply prevents the accretion of taxable value required for economic health.

4. Faulty Lot Layout and Diversity of Ownership

Florida Statute 163.340(8)(c) and (m) cite faulty lot layout and diversity of ownership as blight factors that prevent free alienability of land.

- **Findings:** The study area includes fragmented ownership patterns and odd-shaped parcels that hinder redevelopment.

- **Evidence:** The "Tarpon Point" area consists of small, individual vacant lots (e.g., Parcels 3155100005, 3155300001, 3155400009) owned by investment entities.
- **Evidence:** Parcel 3140600002 is a 4.64-acre marina/pier property held by a corporate entity, distinct from the surrounding residential platted lots, creating a disjointed development pattern.

IV. AREA-SPECIFIC FINDINGS

The following distinct sites within the study area demonstrate specific blight indicators:

1. The Library Site

Based on the review of the provided files, specifically the property records and photographic evidence labeled "1 Library," the following specific findings apply to the Manatee County Central Library site to support the Finding of Necessity and Slum/Blight Study:

Subject Property Identification

- **Parcel ID:** 3329300059
- **Situs Address:** 1301 1st Ave W, Bradenton, FL 34205 (also listed as Barcarrota Blvd),
- **Owner:** Manatee County Government,
- **Size:** 2.3518 Acres (102,443 Square Feet)

Specific Blight Indicators

1. Deterioration of Site or Other Improvements (F.S. 163.340(8)(e)) The study identifies physical defects in the site improvements incidental to the main structure.

- **Evidence:** Photographic documentation reveals structural failure in the site's exterior infrastructure. Specifically, a retaining wall or barrier wall designated for "Library Staff Parking Only" exhibits a significant vertical fracture and separation of the brickwork, indicating distinct physical deterioration and a lack of necessary maintenance.

2. Aggregate Assessed Values / Tax Exempt Status (F.S. 163.340(8)(b)) The property contributes to the stagnation of the tax base within the potential redevelopment area due to government ownership.

- **Evidence:** Despite a "Just" or Market Value of **$8,528,561** and a FEMA insurable value of over $8.2 million, the property has a **Taxable Value of $0** due to the "Manatee County Governmental" exemption (Code 8500).
- **Impact:** This parcel removes over 2.35 acres of prime downtown waterfront-adjacent land from the municipal tax roll, shifting the tax burden for infrastructure and services to other properties within the district.

3. Inadequate Site Layout and Parking (F.S. 163.340(8)(a))

- **Evidence:** The parcel is utilized for a 57,732 sq. ft. building but retains a large footprint dedicated to surface asphalt and concrete paving (recorded as 32,000 sq. ft. of asphalt paving in property records),. This usage pattern represents an underutilization of land intensity typical of blighted urban cores, where land is scarce.

4. Complex Legal Description/Title Issues (F.S. 163.340(8)(j))

- **Evidence:** The legal description for the parcel is exceptionally complex, involving multiple "Less and Except" clauses, riparian rights, and rights of way adjustments involving 13th St W, 14th St W, and Barcarrota Blvd. Such complexity can often hinder private redevelopment or title clearance without CRA intervention or assembly.

2. The Montgomery Roberts Site (Block 4, Pelot's Addition)

Based on the property records, photographs, and permit data provided in the files labeled "2 Montgomery Roberts," the following specific findings apply to the **Montgomery Roberts Site** (located within Block 4 of Pelot's Addition). This area demonstrates distinct blight characteristics, particularly in terms of faulty lot layout, diverse ownership, and site deterioration.

Subject Area Identification

The "Montgomery Roberts" site is not a single parcel, but an assemblage of fragmented properties located between **Manatee Ave W, 6th Ave W, 13th St W, and 14th St W**. Key parcels identified in this cluster include:

- **1301 Manatee Ave W** (Parcel 3298800008): Owned by Manatee & 14 LLC.
- **533 14th St W** (Parcel 3299900005): Owned by Jess Silverberg LLC.
- **528 13th St W** (Parcel 3299600001): Owned by 1205 Manatee LLC.
- **1304 6th Ave W** (Parcel 3300200007): Owned by Jess Silverberg LLC.
- **522 13th St W** (Parcel 3299700059): Owned by Jem Collective 530 LLC.

Specific Blight Indicators

1. Diversity of Ownership and Faulty Lot Layout (F.S. 163.340(8)(m) & (c)) The primary impediment to the redevelopment of this city block is the fragmentation of ownership among multiple corporate entities, which prevents the aggregation necessary for modern downtown development.

- **Evidence:** The block is split among at least five different corporate owners (Manatee & 14 LLC, Jess Silverberg LLC, 1205 Manatee LLC, VVS LLC, and Galatians 6:2 Inc.).

- **Evidence:** The lot layouts vary significantly in size and utility. For instance, Parcel 3299600001 is a narrow 0.1975-acre strip used for parking, while Parcel 3298800008 is a larger 0.9895-acre parcel also used for parking.
- **Impact:** This fragmentation creates a barrier to development. A "Pre-Application Meeting" recorded on July 11, 2023, for Parcel 3298800008 contemplated a "Proposed High Rise Residential" project. However, without unified control of the block, such large-scale redevelopment is often stalled.

2. Deterioration of Site or Other Improvements (F.S. 163.340(8)(e)) The structures remaining on the block exhibit significant age and physical deterioration or have been demolished, leaving gaps in the urban fabric.

- **Evidence:** Photographic evidence shows the rear elevation of a structure on the site featuring boarded-up windows, peeling paint, exposed conduit, and a general lack of maintenance.
- **Evidence:** Property appraiser data indicate the remaining buildings have exceeded their economic life. For example, the commercial building on Parcel 3300200007 (built in 1926) has a depreciation rate of **76%**. The building on Parcel 3138600006 (built in 1910) has a depreciation rate of **74.15%**.
- **Evidence:** The site history includes demolitions, such as the "partial demo for future construction" noted in permit records from 1997, which has left portions of the block vacant for decades.

3. Predominance of Defective or Inadequate Parking/Street Layout (F.S. 163.340(8)(a)) A substantial portion of this prime downtown block is utilized as surface parking, representing an inadequate land use density for a central business district.

- **Evidence:** Parcel 3298800008 (nearly 1 acre) is designated as Land Use 2800: "Parking Lots, Commercial". Parcel 3299600001 is also designated as a commercial parking lot.
- **Evidence:** Parcel 3299900005 is classified as "Vacant Commercial w/ Impv," with the only improvement being asphalt paving.
- **Impact:** The predominance of surface paving breaks the pedestrian continuity of Manatee Avenue and indicates an inability of the private market to maximize the site's potential under current conditions.

4. Tax Base Stagnation (F.S. 163.340(8)(b))

- **Evidence:** Due to the low intensity of use (surface parking), large sections of the site generate minimal tax revenue relative to their location. For example, Parcel 3299900005 has a land value of $129,030 but only $3,264 in improvement value. Parcel 3299600001 has an improvement value of only $5,933. This confirms that the aggregate assessed values are suppressed by the lack of vertical development.

3. The Old City Hall Site

Based on the property records and legal descriptions provided in the files labeled "3 Old City Hall," the following specific findings apply to the **Old City Hall** site. This analysis supports a Finding of Necessity and Slum/Blight Study under Florida Statute 163 Part III.

Subject Property Identification

- **Parcel ID:** 3354500109
- **Situs Address:** 500 15th St W, Bradenton, FL 34205
- **Owner:** Manatee County (Owner Type: Stormwater)
- **Size:** 3.9464 Acres (171,905 Square Feet)
- **Location:** Bounded by Manatee Ave W to the North, 15th St W to the East, 6th Ave W to the South, and Wares Creek to the West.

Specific Blight Indicators

1. Aggregate Assessed Values and Tax Base Stagnation (F.S. 163.340(8)(b)) This property represents a significant economic void in the downtown core. Despite its prime location on Manatee Avenue and Wares Creek, the property generates zero ad valorem tax revenue.

- **Evidence:** The property has a "Just" or Market Value of **$2,318,081**, yet the **Taxable Value is $0**. This is due to the "Manatee County Governmental" exemption (Code 8500) applied to the entire value.
- **Impact:** The exemption of nearly 4 acres of river-adjacent commercial land places an onerous burden on the remainder of the municipality to support infrastructure and services.

2. Failed Private Redevelopment and "Order of Taking" (F.S. 163.340(8)(m)) The history of the site indicates a failure of private enterprise to redevelop the land, necessitating government acquisition.

- **Evidence:** In March 2004, the property was purchased by a private entity, "Old City Hall Associates LLLP," for $2,000,000, presumably for development.
- **Evidence:** Five years later, on August 26, 2009, the property was transferred to Manatee County via an **Order of Taking** for $1. This sequence suggests a stalled or failed development project that required government intervention or condemnation, leaving the site legally titled to the county and removed from the private market.

3. Inadequate Site Layout and Underutilization (F.S. 163.340(8)(c))

- **Evidence:** The current land use is designated as "8086; GOVT OWNED VACANT COUNTY" and "STORMWATER".

- **Evidence:** Aerial imagery depicts the 3.94-acre site as a massive surface lot with partial paving and grass fields, devoid of vertical improvements other than minor utility structures.
- **Evidence:** While the site is vacant, a "Wireless Telecommunications Carrier" is listed as a business operating on the property. This indicates the land is serving primarily as a utility easement or stormwater retention area rather than an active commercial or residential anchor for the district.

4. Defective Legal/Title Conditions (F.S. 163.340(8)(f))

- **Evidence:** The legal description is extensive and complex, referencing "Prospect Addition," "Ballard's Add," and multiple metes and bounds descriptions involving the "Mean High Water Line of Wares Creek" and seawalls. The description also notes a "Order of Taking" recorded in Official Records Book 2310, Page 6264. Such complex title history and government restrictions can impede free alienability and private redevelopment without CRA assistance.

4. The City Center Site

Based on the property records, maps, and valuation data provided in the files labeled "4 City Center," the following specific findings apply to the **City Center Site** (also referred to as the Bradenton City Centre / City Hall complex). This analysis supports a Finding of Necessity and Slum/Blight Study under Florida Statute 163 Part III, particularly regarding the stagnation of aggregate assessed values and government ownership.

Subject Area Identification

The site constitutes a major government "superblock" located in the heart of downtown, generally bounded by **3rd Ave W, Barcarrota Blvd, 10th St W, and 12th St W**.

- **Primary Parcel:** Parcel 3294300003 (100 10th St W). Includes the City Centre building, City Hall, and Parking Garage.
- **Secondary Parcel:** Parcel 3291200008 (110 10th St W). Includes the Chamber of Commerce/Office Building.
- **Owner:** City of Bradenton (Governmental).

Specific Blight Indicators

1. Aggregate Assessed Values and Tax Base Stagnation (F.S. 163.340(8)(b)) This site represents the most significant concentration of tax-exempt real estate value in the downtown district. While the improvements are valuable, the government ownership precludes the collection of ad valorem taxes necessary to support the surrounding infrastructure.

- **Evidence:** Parcel 3294300003 has a **Just/Market Value of $25,830,756**. However, the **Taxable Value is $0** due to the "Bradenton Governmental" exemption (Code 8721) applied to the entire value.
- **Evidence:** The site houses multiple private-sector type activities (listed in records as "Snack and Nonalcoholic Beverage Bars," "Clothing and Clothing Accessories Retail," and "All Other Specialty Food Retailers"). Despite these commercial activities operating on the property, the underlying land and major improvements remain off the tax rolls, shifting the tax burden to private property owners in the district.

2. Governmentally Owned Property (F.S. 163.340(8)(n))

- **Evidence:** The Owner Type is explicitly listed as **"GOVERNMENT"**.
- **Impact:** The statutory definition of blight includes "Governmentally owned property with adverse environmental conditions." In the context of economic blight, the occupation of prime waterfront/downtown blocks (specifically the Turner Plat, Lot 1) by non-taxable government uses restricts the "sound growth" of the private sector tax base. The site occupies a massive footprint that disrupts the potential for high-yield private mixed-use development on the riverfront.

3. Site Layout and Street Layout (F.S. 163.340(8)(a))

- **Evidence:** The site functions as a "superblock" complex that consolidates multiple addresses (100 10th St W, 101 12th St W, 1100 3rd Ave W, etc.) into a single tax parcel.
- **Impact:** This layout absorbs potential rights-of-way and creates a large, singular campus that can act as a barrier to the pedestrian connectivity found in the finer-grained historic grid of the surrounding "Turner Plat" and "Smith Addition" subdivisions.

4. Age and Obsolescence of Ancillary Structures

- **Evidence:** While the main City Centre is newer, the adjacent office building on Parcel 3291200008 (110 10th St W) was built in **1974**. Although well-maintained (24% depreciation), it represents an aging building stock within the government complex that may require modernization to match the surrounding redevelopment goals.

5. The Tarpon Point Site (Beau Vue Estates)

Based on the property records, maps, and permitting data provided in the files labeled "5 Tarpon Point," the following specific findings apply to the **Tarpon Point / Beau Vue Estates** site. This area consists of a large assemblage of parcels generally located along **6th St E, 6th St NE, and the Manatee River**, largely within the **"Beau Vue Estates"** subdivision.

This analysis supports a Finding of Necessity and Slum/Blight Study under Florida Statute 163 Part III, particularly regarding faulty lot layout, arrested development, and deterioration.

Subject Area Identification

The subject site is a mix of waterfront commercial land and a significant number of vacant, platted residential lots held for investment.

- **Primary Commercial Anchor: 215 8th St E** (Parcel 3140600002) - Tarpon Pointe Grill/Marina area.
- **Major Vacant Assemblage:** Multiple parcels owned by **EB JV Opportunity Fund LLC** and **EB JV Jared LLC** located on 6th St NE and 6th St E.
- **Subdivision:** "Beau Vue Estates" (Block G) and "C.E. Wilder Plat".

Specific Blight Indicators

1. Faulty Lot Layout and "Unusable" Remnants (F.S. 163.340(8)(c)) The subdivision platting includes irregular, remnant parcels created by historical rights-of-way (Seaboard Air Line Railroad) that are practically unusable for standalone development, creating a fragmented land pattern.

- **Evidence (The "Sliver" Lot):** Parcel 3154701001 is a triangular remnant measuring only **0.0223 acres (971 square feet)**. The Land Use is explicitly classified as **"0009; VACANT RESIDENTIAL TRACT/UNUSABLE"**. This is a definitive example of faulty lot layout.
- **Evidence (Railroad Fragmentation):** Legal descriptions for the site are exceptionally complex, referencing "Right of Way owned by Seaboard Air Line Railroad" and requiring assembly of strips of land to create buildable parcels. This historical platting requires legal intervention to assemble land into modern, usable configurations.

2. Arrested Development and Vacancy (F.S. 163.340(8)(b) & (c)) Despite being waterfront or water-adjacent property in a downtown district, a substantial portion of the subdivision remains as vacant, platted lots. This indicates a failure of the private market to utilize the land effectively over a prolonged period.

- **Evidence:** The study area contains a high concentration of contiguous vacant parcels:
  - **Parcel 3154700109:** 0.20 acres, Vacant Residential Platted.
  - **Parcel 3154700159:** 0.13 acres, Vacant Residential Platted.
  - **Parcel 3154700209:** 0.13 acres, Vacant Residential Platted.
  - **Parcel 3155100005:** 0.20 acres, Vacant Residential Platted.
  - **Parcel 3155300001:** 0.27 acres, Vacant Residential Platted.
  - **Parcel 3154500007:** 0.13 acres, Vacant Residential Platted.
- **Impact:** The existence of these "ghost" lots—platted for housing but remaining empty grass fields—demonstrates a stagnation of the tax base and a disconnect between the platting and market viability.

3. Deterioration of Site or Other Improvements (F.S. 163.340(8)(e)) The few structures that exist or existed on the periphery of this site show evidence of severe weather damage, demolition, and obsolescence.

- **Evidence (Demolition):** Permitting records for Parcel 3154710051 (102 6th St E) show a permit issued in January 2024 to **"DEMO AND REMOVE 1 RESD STRUCTURE"**.
- **Evidence (Storm Damage):** Parcel 3135100000 (108 9th St E) has a permit application stating: **"Tree damage from hurricane demolished the garage."** Prior permits for the same site list replacing windows with plywood, indicating a struggle to maintain the structure against the elements.
- **Evidence (Marina Conditions):** The commercial marina site (Parcel 3140600002) has required repeated repairs to the north seawall and docks, pointing to the aging waterfront infrastructure required to support the site.

4. Economic Underutilization

- **Evidence:** The "Vacant Commercial" parcels (e.g., Parcel 3153400059) have a FEMA Improvement Value of **$0**. While the land has value due to location, it generates a fraction of the ad valorem tax revenue that a developed riverfront mixed-use project would provide. The reliance on "Tent Setup" permits for weddings/events rather than permanent structures further evidences the underutilization of the land.
- **Arrested Development:** This subdivision has a history of stalled progress. Permitting records show activity limited to temporary uses such as "Tent Setup" for events rather than permanent vertical construction, alongside necessary repairs to seawalls and docks. This indicates a failure of the private market to fully build out the platted subdivision.

6. The Shuffleboard & Ballard Park Site

Based on the property records, photographs, and map data provided in the files labeled "6 Shuffleboard," the following specific findings apply to the **Shuffleboard Court/Ballard Park** site. This analysis supports a Finding of Necessity and Slum/Blight Study under Florida Statute 163 Part III.

Subject Area Identification

The subject site is a municipal complex consisting of three contiguous or adjacent parcels located between **9th Ave W, 15th St W, and Ballard Park Drive**.

- **Primary Parcel (Clubhouse/Courts):** Parcel 3365800109 (1525 Ballard Park Dr),.
- **Vacant/Parking Parcel:** Parcel 4375700004 (907 15th St W).
- **Park Parcel:** Parcel 3365800159 (1403 Ballard Park Dr).
- **Owner:** City of Bradenton.

Specific Blight Indicators

1. Deterioration of Site or Other Improvements (F.S. 163.340(8)(e)) The structures and site improvements on the property exhibit distinct signs of physical deterioration and obsolescence.

- **Evidence (Physical Damage):** Photographic inspection reveals a double-door entrance to the clubhouse building with shattered glass that has been taped over with duct tape in a makeshift "X" pattern to hold it together. This indicates deferred maintenance and a lack of security or repair for public facilities.
- **Evidence (Site Infrastructure):** The paving and drainage infrastructure is deteriorating. Photographs show storm drains surrounded by spalling concrete, erosion, and weed growth, indicating a failure of the surfacing material.
- **Evidence (Depreciation):** According to the Property Appraiser's data, the primary buildings on the site (Commercial Buildings #2 and #3) were built in **1930**. They currently carry a **80% depreciation rate**, leaving them with a minimal remaining economic life.

2. Aggregate Assessed Values and Tax Base Stagnation (F.S. 163.340(8)(b)) As a government-owned facility, the site contributes nothing to the ad valorem tax base of the CRA, shifting the burden of infrastructure maintenance to private taxpayers.

- **Evidence:** The primary parcel has an Assessed Value of **$320,730**, but a **Taxable Value of $0** due to the "Bradenton Governmental" exemption.
- **Evidence:** The adjacent vacant parcel (4375700004) also has a **Taxable Value of $0**.
- **Impact:** The removal of over 2.15 acres (combined) of buildable land in a high-density area from the tax rolls supports a finding of economic underutilization inherent to blight definitions regarding tax base stagnation.

3. Inadequate and Outdated Building Density Patterns (F.S. 163.340(8)(f)) The current use of the property reflects land use patterns from the early 20th century (1930s) that do not match the modern density requirements of an urban core.

- **Evidence:** The 1.29-acre primary site contains only 5,000 square feet of enclosed building area, with most of the land dedicated to single-story, open-air shuffleboard courts.
- **Evidence:** Parcel 4375700004 is a 0.48-acre lot designated as "8900; Municipal" but appears in aerials to be an unpaved or poorly maintained surface lot used for storage or overflow parking. This low-intensity use is inconsistent with a vibrant downtown redevelopment area.

4. Age and Obsolescence (F.S. 163.340(7))

- **Evidence:** The buildings date back to 1930. While historic structures with 80% depreciation often require significant rehabilitation or clearance to meet modern building

codes (Florida Building Code violations are a blight factor under F.S. 163.340(8)(l)). The visible damage (broken glass) suggests the buildings may be struggling to meet safety standards.

7. The Bradenton Herald Site

Based on the property records and aerial imagery provided in the file labeled "7 Bradenton Herald," the following specific findings apply to the subject site. This analysis supports a Finding of Necessity and Slum/Blight Study under Florida Statute 163 Part III, specifically highlighting issues of faulty lot layout and inadequate site accommodation.

Subject Property Identification

- **Parcel ID:** 3295000008
- **Situs Address:** 313 12th St W, Bradenton, FL 34205
- **Owner:** 31312 LLC
- **Subdivision:** Turner Plat (Lot 10)
- **Current Use:** Night Clubs, Lounges, Bars (Land Use Code 3300)

Specific Blight Indicators

1. Faulty Lot Layout and Size (F.S. 163.340(8)(c)) The parcel exhibits a restrictive lot layout that hinders standalone redevelopment consistent with a modern downtown core.

- **Evidence:** The property consists of a single platted lot (Lot 10, Turner Plat) measuring only **0.1351 acres (5,883 square feet)**.
- **Impact:** This extremely small footprint creates a "faulty lot layout" in relation to usefulness and adequacy for redevelopment. Modern commercial or mixed-use development typically requires land assembly to accommodate necessary floor plates, setbacks, and infrastructure. The isolation of this small parcel contributes to a fragmented ownership pattern that arrests the sound growth of the district.

2. Inadequate Parking and Street Layout (F.S. 163.340(8)(a)) The site demonstrates a lack of onsite infrastructure necessary to support its commercial use.

- **Evidence:** The aerial imagery associated with the property record shows the structure occupies most of the parcel boundaries.
- **Evidence:** There is virtually no space for onsite parking, loading zones, or waste management within the parcel limits. The aerial shows vehicles parked in adjacent lots or right-of-way areas, indicating a reliance on off-site facilities that may not be permanently secured. This "predominance of defective or inadequate parking" is a statutory blight factor.

3. Deterioration of Site or Other Improvements (F.S. 163.340(8)(e))

- **Evidence:** The aerial view of the structure reveals a flat roof system with visible discoloration and patching, suggesting aging infrastructure and potential deferred maintenance common in older downtown structures adapting to new uses.
- **Context:** Located in the "Turner Plat" subdivision, this property sits adjacent to the major "City Center" redevelopment blocks (see *City Center* files), making its current condition and fragmented ownership a potential holdout or impediment to the unified redevelopment of the city block.

8. The County Administration Complex

Based on the property records, maps, and permit data provided in the files labeled "8 County," the following specific findings apply to the **Manatee County Administration Complex** and its associated parcels. This analysis supports a Finding of Necessity and a Slum/Blight Study under Florida Statute 163 Part III, specifically emphasizing tax base stagnation and land-use inefficiencies.

Subject Area Identification

The subject site consists of a cluster of government-owned parcels located generally between **Manatee Ave W, 4th Ave W, 10th St W, and 12th St W**.

- **Primary Complex:** Parcel 3297510004 (410 10th St W / 1112 Manatee Ave W).
- **Support/Parking Parcels:**
  - Parcel 3292900002 (1001 4th Ave W).
  - Parcel 3293400002 (1002 Manatee Ave W).
  - Parcel 3293100059 (1007 4th Ave W).

Specific Blight Indicators

1. Aggregate Assessed Values and Tax Base Stagnation (F.S. 163.340(8)(b)) The County complex represents the single largest economic void in the downtown redevelopment area. While the structures have immense value, their governmental status means they contribute no revenue to the City's ad valorem tax base to support the surrounding infrastructure.

- **Evidence:** The primary administration parcel (3297510004) has a **Just/Market Value of $38,916,370** and a FEMA insurable value exceeding **$44.6 million**. However, the **Taxable Value is $0** due to the "Manatee County Governmental" exemption.
- **Evidence:** The adjacent support parcels (3293400002 and 3292900002) have combined assessed values exceeding **$1.5 million yet** also retain a **Taxable Value of $0**.
- **Impact:** The concentration of such high-value, tax-exempt property creates an "economic shadow" that strains municipal services (police, fire, road maintenance) without providing the corresponding revenue stream, a condition central to the statutory definition of blight regarding tax base stagnation.

2. Predominance of Defective or Inadequate Street Layout and Parking (F.S. 163.340(8)(a)) The site utilizes prime downtown acreage for low-intensity surface parking rather than active vertical uses that would create street vibrancy.

- **Evidence:** Parcel 3292900002 (1001 4th Ave W) is a 0.15-acre lot utilized entirely as a surface parking lot with asphalt paving.
- **Evidence:** Parcel 3293400002 (1002 Manatee Ave W) is utilized for "County Administration," but aerial imagery shows a significant portion of the block is dedicated to surface parking and flat-roofed structures that break the urban street wall.
- **Evidence:** The layout of the administration complex occupies the majority of Block G in Smith's Addition, creating a "superblock" effect that can impede pedestrian connectivity between the waterfront and the commercial core.

3. Deterioration of Site or Other Improvements (F.S. 163.340(8)(e)) Recent permitting activity indicates the obsolescence and removal of site infrastructure.

- **Evidence:** Permits issued for Parcel 3293100059 (1007 4th Ave W) indicate the **demolition** of site improvements. Specifically, Permit BRCOM-DEM-25-0003 authorizes the work to "Take down, remove and dispose of the 250' communication tower," and Permit BRCOM-DEM-25-0002 authorizes the removal of an "existing modular equipment shelter".
- **Impact:** The necessity to demolish and remove obsolete communications infrastructure and modular shelters evidences a site in transition or deterioration, requiring redevelopment efforts to return the land to a productive, modern use.

4. Governmentally Owned Property (F.S. 163.340(8)(n))

- **Evidence:** The owner type is explicitly listed as "County Administration" and "Manatee Cty Public School Governmental" (for 3292900002). The presence of large tracts of government-owned land with "adverse environmental conditions"—in this context, the adverse economic condition of non-contribution to the tax base and disconnection from the active commercial fabric—is a specific statutory blight factor.

9. The Herrig Site

Based on the property records, photographs, and maps provided in the files labeled "9 Herrig," the following specific findings apply to the **Herrig Site** (a cluster of properties generally located between **12th St W, 14th St W, 8th Ave W, and 9th Ave W**). This analysis supports a Finding of Necessity and Slum/Blight Study under Florida Statute 163 Part III.

Subject Area Identification

The subject site comprises a collection of contiguous parcels, primarily owned by **Connect 5 LLC** and **Sunz Property II LLC**. It represents a significant portion of Blocks 12 and 13 in the "Pelots Addition Continued" subdivision.

- Parcels:
  - **826 13th St W** (Parcel 3313300000): Commercial Retail Building.
  - **818 13th St W** (Parcel 3313200002): Office Building.
  - **817 14th St W** (Parcel 3313100059): Commercial/Office Complex.
  - **816 12th St W** (Parcel 3315200000): Surface Parking.
  - **828 12th St W** (Parcel 3315800007): Surface Parking.
  - **1301 8th Ave W** (Parcel 3312700059): Surface Parking.

Specific Blight Indicators

1. Predominance of Defective or Inadequate Street Layout and Parking (F.S. 163.340(8)(a)) The site layout is characterized by a "broken" urban fabric where significant square footage is dedicated to surface parking lots rather than active vertical use, separating the commercial corridors of 13th St W and 12th St W.

- **Evidence:** Multiple parcels are designated and utilized exclusively as surface parking lots. Parcel 3315200000 (0.46 acres), Parcel 3315800007 (0.28 acres), and Parcel 3312700059 (0.76 acres) form a large expanse of asphalt in the downtown core.
- **Impact:** This dominance of surface paving creates large gaps in the street wall, reducing walkability and economic density, which constitutes a defective layout for a central business district.

2. Deterioration of Site or Other Improvements (F.S. 163.340(8)(e)) The physical improvements on the site exhibit signs of age, deferred maintenance, and deterioration.

- **Evidence (Physical Damage):** Photographic evidence reveals distinct failures in the building envelopes. Specifically, image "9 Herrig (10)" shows a stucco exterior wall with a hole exposing the underlying structure and piping, surrounded by debris and dead leaves, indicating a lack of maintenance.
- **Evidence (Depreciation):** The primary commercial structures are aging significantly.
  - The retail building at **826 13th St W** (Parcel 3313300000) was built in 1960 and carries a **depreciation rate of 58%**, indicating it has lost the majority of its physical value.
  - The office building at **818 13th St W** (Parcel 3313200002) was built in 1951. While the effective age is listed as 1993, the base structure is over 70 years old.

3. Faulty Lot Layout and Underutilization (F.S. 163.340(8)(c))

- **Evidence:** The use of prime downtown land (e.g., Parcel 3312700059 on 8th Ave W) for surface parking results in low assessed values relative to potential intensity. For instance, Parcel 3315200000 has an assessed value of roughly $199,472 for nearly half an acre of downtown land, generating significantly less tax revenue than a developed vertical site.
- **Impact:** The fragmented nature of the parcels (split between Blocks 12 and 13 and separated by 13th St W) requires coordination or assembly to correct the "faulty lot layout" that currently favors low-intensity storage of vehicles over high-intensity commercial or residential use.

4. Age and Obsolescence (F.S. 163.340(7))

- **Evidence:** The buildings date back to the mid-20th century (1951, 1960). The "RCNLD" (Replacement Cost New Less Depreciation) values are significantly lower than the Base Replacement Cost, confirming that the structures are nearing the end of their economic lives without substantial rehabilitation.

10. The Players Site (Manatee Performing Arts Vicinity)

Based on the property records, photographs, and maps provided in the files labeled "Players," "Third," and associated screenshots, the following specific findings apply to the **Players Site** and its immediate vicinity (generally bounded by **Manatee Ave W, 3rd Ave W, 9th St W, and 7th St W**). This analysis supports a Finding of Necessity and Slum/Blight Study under Florida Statute 163 Part III.

Subject Area Identification

The subject area is a mixed-use district anchored by the **Florida Cultural Group Inc. (Manatee Performing Arts Center)** but characterized by aging commercial structures, vacant investment properties, and fragmented lots.

- **Anchor Parcel:** 337 7th St W (Parcel 3281700309) - Florida Cultural Group Inc.
- **Commercial Periphery:** 508 & 512 Manatee Ave W (Parcels 3282600000 & 3282400005) - Queens Land LLC.
- **Vacant/Residential Assemblage:** Multiple parcels along 3rd Ave W and 4th Ave W owned by **Home Hospitality LLC**, **Hiatus Homes LLC**, and others.

Specific Blight Indicators

1. Deterioration of Site or Other Improvements (F.S. 163.340(8)(e)) The commercial properties immediately adjacent to the cultural center exhibit severe physical deterioration and obsolescence.

- **Evidence (Physical Decay):** Photographic evidence reveals structures in a state of disrepair. Photo evidence shows a brick structure with rotting window frames, broken

glass, and abandoned furniture (an armchair) left against the exterior wall. Photo evidence shows a whitewashed masonry wall with boarded-up or painted-over windows, sandbags piled against a door to prevent flooding, and accumulated trash.

- **Evidence (Depreciation):** The commercial buildings at **508 and 512 Manatee Ave W** (Queens Land LLC) are nearing the end of their economic lives.
    - Parcel 3282600000 (Built 1970): **80% Depreciation**.
    - Parcel 3282400005 (Built 1970): **79% Depreciation**.
    - Parcel 3282600000 permits describe only minor signage work, with no significant rehabilitation recorded.

2. Faulty Lot Layout and Vacancy (F.S. 163.340(8)(c)) The area immediately north of the Manatee Performing Arts Center (between 3rd Ave W and 4th Ave W) is characterized by a "checkerboard" of vacant, unimproved lots that break the urban fabric and indicate arrested development.

- **Evidence:** A significant assemblage of land is sitting vacant:
    - Parcel 3283800209 (Home Hospitality LLC): 1.54 acres of vacant commercial land.
    - Parcel 3284300109 (Home Hospitality LLC): 0.41 acres of vacant commercial land.
    - Parcel 3287700003 (Hiatus Homes LLC): 0.13 acres of vacant land.
    - Parcel 3285000000 (Tibbetts/Callahan): 0.15 acres of vacant land.
    - Parcel 3284900002 (Barber): 0.16 acres of vacant land.
- **Impact:** The prevalence of these vacant parcels, some showing a history of demolition (e.g., Parcel 3284900002 had a "DEMO SF 2 STORY RESIDENCE" permit in 1997), demonstrates a failure of the private market to redevelop the land over the last 25+ years, leaving gaps in the streetscape and infrastructure.

3. Unsanitary or Unsafe Conditions (F.S. 163.340(8)(d))

- **Evidence:** The presence of sandbags at building entrances indicates a recurring struggle with stormwater intrusion or flooding, which endangers the property and creates potential mold/sanitation issues. The accumulation of debris and abandoned furniture creates a harbor for vermin and constitutes an attractive nuisance.

4. Aggregate Assessed Values and Tax-Exempt Status (F.S. 163.340(8)(b))

- **Evidence:** The primary anchor parcel (3281700309 - Florida Cultural Group) holds a significant tax exemption. Although the assessed value exceeds $1.9 million, the taxable value is reduced to approximately $431,595 under a "Literary Institutional" exemption.
- **Impact:** When combined with the low taxable values of the adjacent vacant lots (e.g., Parcel 3287700003 has a taxable value of only $128,563 for a downtown lot), the district suffers from tax base stagnation relative to its potential intensity as a downtown mixed-use corridor.

11. The Third Avenue Site

Based on the property records, maps, and valuation data provided in the files labeled "Third Avenue" (specifically files 1 through 10), the following specific findings apply to the **Third Avenue Site** (a cluster of properties generally located between **3rd Ave W, 4th Ave W, 7th St W, and 8th St W**). This analysis supports a Finding of Necessity and Slum/Blight Study under Florida Statute 163 Part III.

Subject Area Identification

The subject area is a fragmented mixed-use block designated largely as "Manatee Hospital Area" in tax records. It is characterized by a significant assemblage of vacant land interspersed with older residential structures and government-owned property.

- **Primary Assemblage (Vacant):** Parcels 3283800209 and 3284300109 (Home Hospitality LLC).
- **Vacant Commercial Lots (4th Ave W):** Parcels 3284900002, 3285000000, 3285100008.
- **Government Owned:** Parcel 3284500000 (City of Bradenton).
- **Residential Holdouts:** Parcel 3285200006 (Bayset Rentals LLC) and Parcel 3287200004 (Hicks).

Specific Blight Indicators

1. Faulty Lot Layout and Diversity of Ownership (F.S. 163.340(8)(c) & (m)) The block exhibits a disjointed development pattern with irregular lot sizes and ownership fragmentation that hinders unified redevelopment.

- **Evidence:** The block contains narrow, antiquated platted lots from the "Price Addition" and "Coe & Warren" subdivisions. For example, Parcel 3285100008 includes a description for the "W 2 1/2 FT OF LOT 6" and "LOT 7," creating an odd 0.175-acre configuration.
- **Evidence:** While **Home Hospitality LLC** has assembled approximately 1.95 acres across two parcels, the block remains fractured by individual vacant lots owned by **Hiatus Homes LLC** (0.22 acres) and individual residential owners (Bayset Rentals, Hicks).
- **Impact:** This "checkerboard" ownership pattern prevents the assembly of a contiguous footprint necessary for modern, high-density downtown development, leaving significant gaps in the urban streetscape.

2. Deterioration of Site or Other Improvements (F.S. 163.340(8)(e)) A substantial portion of the block consists of vacant, unimproved land or aging structures, indicating arrested sound growth.

- **Evidence (Vacancy):** Most of the block frontage along 4th Ave W is vacant.
    - **Parcel 3284900002:** 0.16 acres, Vacant Commercial.
    - **Parcel 3285000000:** 0.15 acres, Vacant Commercial.
    - **Parcel 3285100008:** 0.17 acres, Vacant Commercial.
    - **Parcel 3287700003:** 0.22 acres, Vacant Commercial.
- **Evidence (Improvements):** The few remaining structures are aging. Parcel 3287200004 (Hicks) contains a residential dwelling built in **1960**.

3. Aggregate Assessed Values and Tax Base Stagnation (F.S. 163.340(8)(b)) The prevalence of vacant land and government ownership suppresses the tax yield of this downtown block.

- **Evidence:** The vacant lots generate tax revenue based only on land value, with no improvements to tax. For example, Parcel 3285000000 has a Total Market Value of **$105,204** with **$0** in improvement value.
- **Evidence:** Parcel 3284500000 (702 3rd Ave Dr W) is **City of Bradenton** property classified as "Govt Owned Vacant Municipal." It has a Taxable Value of **$0**, removing 0.26 acres from the tax rolls entirely.
- **Impact:** The aggregate taxable value is significantly lower than the potential value of a developed downtown block, shifting the tax burden to other properties.

4. Inadequate Street Layout and Unsanitary Conditions (F.S. 163.340(8)(a) & (d))

- **Evidence:** Aerial imagery included in the property records shows that the large vacant tracts (e.g., Parcel 3283800209) are unimproved grass/dirt fields in the middle of the city.
- **Evidence:** Parcel 3287700003 (321 8th St W) appears in aerials as a vacant patch of land with worn dirt paths, suggesting informal use or cut-throughs rather than planned infrastructure. The lack of sidewalks or defined curbing on these vacant stretches contributes to a defective street layout.

12. The Bounty Site (Riverfront/Hotel)

Based on the property records provided in the file labeled "Bounty (1)," the following specific findings apply to the **Bounty Site** (identified as the Courtyard Marriott / Riverfront Blvd property). While this site currently hosts an active commercial use, its legal structure and physical configuration present specific conditions relevant to a Finding of Necessity and Slum/Blight Study under Florida Statute 163 Part III, particularly regarding ownership impediments and site layout.

Subject Property Identification

- **Parcel ID:** 3249100229
- **Situs Address:** 100 Riverfront Blvd, Bradenton, FL 34205
- **Owner:** City of Bradenton; LSE Forty Winks LLC (Leasehold Interest)
- **Size:** 6.85 Acres (298,386 Square Feet)

- **Current Use:** Mid-Range Service Hotel (Land Use 3903)

Specific Blight Indicators

1. Diversity of Ownership and Defective Title Conditions (F.S. 163.340(8)(m)) The property is subject to a complex ownership structure that prevents the free alienability of the land, a statutory factor of blight.

- **Evidence:** The property record explicitly lists the "Owner Type" as **"GOVERNMENT & LESSOR"**. The ownership is split between the **City of Bradenton** (Fee Simple) and **LSE Forty Winks LLC** (Leasehold).
- **Impact:** This split ownership structure creates a "defective or unusual condition of title" as defined by the statute. Because the underlying land is publicly owned, it cannot be freely sold or redeveloped by private enterprise without complex government negotiations and lease modifications. This restriction hinders the property's ability to adapt to market changes compared to fee-simple private land, potentially locking the 6.85-acre waterfront site into a single use for the duration of a long-term lease.

2. Governmentally Owned Property (F.S. 163.340(8)(n))

- **Evidence:** The owner is listed as the City of Bradenton.
- **Impact:** While the leasehold interest generates taxable value (Total Market Value of ~$12.9 million), the underlying fee ownership remains with the municipality. In the event of a business failure or lease surrender, the property would revert entirely to tax-exempt status, creating a vulnerability in the tax base. Including government-owned property in a CRA is often necessary to ensure public lands can be effectively integrated into the redevelopment plan.

3. Site Layout and Street Layout (F.S. 163.340(8)(a) & (c)) The site configuration represents a "superblock" that interrupts the downtown urban grid.

- **Evidence:** The parcel is a massive **6.85-acre** tract. The legal description describes a complex metes-and-bounds boundary referenced to State Road 55 and existing seawalls.
- **Impact:** In a downtown setting, a single parcel of this magnitude can act as a barrier to pedestrian flow and connectivity between the urban core and the waterfront. The sheer size and single-use nature of the lot (dominated by the hotel footprint and surface parking) create a "faulty lot layout" that falls short of the fine-grained accessibility required for a walkable, vibrant downtown redevelopment area.

4. Vulnerability to Environmental Factors

- **Evidence:** The legal description references the "outside face of existing seawall," indicating the property is directly on the waterfront.

- **Context:** Properties in this location are susceptible to storm surge and coastal hazards. Inclusion in the CRA allows for the utilization of Tax Increment Financing (TIF) to fund necessary resiliency infrastructure and seawall repairs that protect the tax base.

13. The Fire Station Site

Based on the property records, maps, and permit data provided in the files labeled "13 Fire" (files 1 through 8), the following specific findings apply to the **Fire Station Site** and the surrounding assembled block (generally located between **8th Ave W, 9th Ave W, 10th St W, and 11th St W**). This analysis supports a Finding of Necessity and Slum/Blight Study under Florida Statute 163 Part III.

Subject Area Identification

The subject area is a mixed-use block dominated by municipal ownership, specifically the City of Bradenton Fire Department complex, interspersed with aging private commercial properties and vacant government land.

- **Primary Fire Station Complex:** Parcel 3317200008 (1010 9th Ave W).
- Vacant Municipal/Old Station Site: Parcel 3317500001 (9th Ave W).
- **Support/Vacant Municipal Parcels:** Parcel 3317400004 (809 11th St W) and Parcel 3317800005.
- Private Commercial Outparcels:
    - **Turner's Donuts:** Parcel 3318100009 (902 9th Ave W).
    - **Auto Body Shop:** Parcel 3317600009 (9th Ave W).
    - **Office Building:** Parcel 3316700008 (1003 8th Ave W).

Specific Blight Indicators

1. Aggregate Assessed Values and Tax Base Stagnation (F.S. 163.340(8)(b)) A substantial portion of this city block is government-owned, creating a significant void in the taxable value of the district.

- **Evidence:** The primary fire station parcel has a **Total Market Value of $3,486,796**, but a **Taxable Value of $0** due to the "Bradenton Governmental" exemption.
- **Evidence:** Adjacent municipal parcels 3317500001, 3317400004, and 3317800005 are also tax-exempt, removing a combined total of approximately **0.86 acres** of additional downtown land from the tax rolls.
- **Impact:** The concentration of exempt property shifts the burden of infrastructure maintenance to the remaining private parcels, characteristic of economic distress in a redevelopment area.

2. Deterioration of Site or Other Improvements (F.S. 163.340(8)(e)) While the main fire station (built 2000) is in good condition, the surrounding private structures and vacant municipal lots exhibit signs of age and obsolescence.

- **Evidence (Old Fire Station Site):** Parcel 3317500001 is the site of the "Old Fire Station #1," which was demolished under permit 0000987. The land remains designated as "Govt Owned Vacant Municipal", representing a site where a structure was removed but no new vertical development has occurred to replace the urban density.
- **Evidence (Private Structures):** The commercial outparcels are significantly aged:
    - **Turner's Donuts (Parcel 3318100009):** Built in **1935**. The Property Appraiser assigns it a **depreciation rate of 78%**, indicating the structure has lost nearly all of its physical value.
    - **Auto Body Shop (Parcel 3317600009):** Built in **1970**. It carries a depreciation rate of **43%** and is used for a lower-intensity industrial use (garage/paint shop) within a commercial corridor.

3. Inadequate Site Layout and Underutilization (F.S. 163.340(8)(c)) The block suffers from a fragmented layout where active municipal uses are flanked by vacant lots and surface parking.

- **Evidence:** Parcel 3317400004 (0.229 acres) and Parcel 3317800005 (0.33 acres) are vacant municipal lots serving primarily as buffers or surface areas rather than active uses.
- **Evidence:** Parcel 3318000001 is a small 0.12-acre strip designated solely as "Parking Lots, Commercial," contributing to a broken streetscape along 9th Ave W.

4. Permitting Evidence of Stalled Development

- **Evidence:** Parcel 3317600009 (The Auto Body Shop) has been the subject of multiple "Pre-Application Meetings" in recent years (2021, 2022, 2023) for various concepts, including a "Family Oriented Restaurant," "Retail Print and Market," and a "Remodel... Combined Facility". The recurrence of these meetings without recorded construction suggests that current market conditions make redevelopment of the site difficult.

14. The Golf Course Site

Based on the property records, maps, permitting data, and photographs provided in the files labeled "14 Golf Course," the following specific findings apply to the **Golf Course Site** (River Run Golf Links) and the adjacent **Jordan Creek** development site. This area consists of a large assemblage of government-owned recreational land and a substantial contiguous private vacant tract located generally at **27th St E and River Run Way**.

Subject Area Identification

The subject area is dominated by the municipal golf course and a large, stalled private development site.

- Primary Municipal Parcel (Golf Course): Parcel 1400300008 (1801 27th St E).
- Vacant Private Parcel (Jordan Creek): Parcel 1387000050 (1201 27th St E).
- Support/Vacant Municipal Parcels**:** Parcels 1400900109, 1400900159, 1385801009.

Specific Blight Indicators

1. Aggregate Assessed Values and Tax Base Stagnation (F.S. 163.340(8)(b)) The area is characterized by a massive void in the ad valorem tax base. The majority of the acreage is government-owned, and the large private tract has remained vacant with a frozen tax base relative to its potential residential or commercial density.

- **Evidence (Government):** The primary golf course parcel (30.76 acres) has a **Total Market Value of $1,614,146**, but a **Taxable Value of $0** due to the "Bradenton Governmental" exemption. Adjacent municipal support parcels (totaling over 5 acres) also carry **$0 Taxable Value**.
- **Evidence (Private):** The 11.25-acre private tract (Parcel 1387000050) has a Land Value of $644,548 but an **Improvement Value of only $9**, resulting in minimal tax revenue for a parcel of this size in a developing corridor.

2. Deterioration of Site or Other Improvements (F.S. 163.340(8)(e)) The private vacant land and the periphery of the golf course exhibit signs of physical neglect and lack of maintenance.

- **Evidence (Physical):** Photographic evidence reveals a chain-link fence along the property line that is leaning significantly, partially collapsed, and overgrown with unmaintained vegetation. This creates an unsightly barrier that suggests abandonment and a lack of code compliance.
- **Evidence (Zoning Violations):** Permitting records for the private tract (Jordan Creek) list a "Zoning Verification Letter, Open/Unsolved Zoning Violation" in July 2022 (Permit BR210713), indicating regulatory non-compliance.

3. Arrested Development and Stalled Redevelopment (F.S. 163.340(8)(m)) The private portion of the site demonstrates a clear inability of the free market to successfully develop the land despite multiple attempts over several years.

- **Evidence:** The 11.25-acre "Jordan Creek" site (Parcel 1387000050) has been the subject of at least **five separate "Pre-Application Meetings"** between 2019 and 2023 for various proposals, including "144 Unit," "120 Townhome Units," and "New Single-Family Development."
- **Impact:** Despite these repeated administrative efforts and a sale of the property in 2021 for $1.09 million, the land remains classified as "Vacant Commercial" with no vertical construction. This cycle of proposals without execution is a hallmark of blighted property where site conditions (drainage, layout, or economics) prevent sound growth without CRA intervention.

4. Inadequate Site Layout and Defective Title Conditions (F.S. 163.340(8)(c))

- **Evidence:** The legal description for the private parcel is exceptionally complex, involving "South Braden Castle Camp," vacated streets (3rd St E, 4th St E, Jackson St), and riparian rights. The need to vacate multiple streets to assemble the parcel suggests an antiquated platting system that required legal remedies to fix.
- **Evidence:** The golf course structures are functional but aging. The "Golf Course - Low Cost" improvement was built in 1989 and depreciates at a 40% rate. The maintenance buildings (Industrial class) built in 1989/1990 have depreciation rates between 27% and 32%,

15. The East Sites

Based on the property records and maps provided in the files labeled "East" (files 1 through 3), the following specific findings apply to the **East Site** (a cluster of properties generally located along **Manatee Ave E, 18th St E, and 19th St E**). This analysis supports a Finding of Necessity and Slum/Blight Study under Florida Statute 163 Part III.

Subject Area Identification

The "East Site" is characterized by a mix of active professional use and significant, large-scale commercial vacancy that interrupts the development pattern of the Manatee Avenue East corridor.

- **Primary Vacant Tract:** Parcel 1239600059 (315 18th St E) - Owned by Tibbetts Family Revocable Trust.
- **Commercial Anchor:** Parcel 1239300359 (1911 Manatee Ave E) - Owned by **4854 Holdings LLC**.
- **Secondary Vacant Lot:** Parcel 1394000059 (2801 11th Ave E) - Owned by **QQA FIDU INC**.

Specific Blight Indicators

1. Faulty Lot Layout and Vacancy (F.S. 163.340(8)(c)) The area contains a substantial tract of undeveloped land that breaks the continuity of the commercial corridor, representing arrested development.

- **Evidence:** Parcel 1239600059 is a massive **4.5349-acre** tract designated as "1000; VACANT COMMERCIAL".
- **Impact:** The presence of such a large, vacant commercial parcel in a high-traffic corridor (Manatee Ave E) indicates a failure of the private market to utilize the land effectively. The site sits between 18th St E and 19th St E, creating a "dead zone" in the urban fabric that separates adjacent neighborhoods from the commercial roadway.

2. Defective or Unusual Conditions of Title (F.S. 163.340(8)(m)) The legal descriptions for the vacant tracts suggest a history of fragmentation, right-of-way takings, and complex assembly that may hinder free alienability and redevelopment.

- **Evidence:** The legal description for the Tibbetts parcel (315 18th St E) is exceptionally complex. It references the "New N R/W of S.R. # 64," multiple "Orders of Taking" (O.R. BK 1139 PG 2195), and remnants of the "Craig Sub" and "H.C. Price's Addition".
- **Impact:** The complexity of assembling remnants left over from road widenings (SR 64/Manatee Ave) and old subdivisions often requires CRA assistance to clear title or re-plat the land into a buildable configuration.

3. Aggregate Assessed Values and Tax Base Stagnation (F.S. 163.340(8)(b)) The large vacant tracts contribute disproportionately low tax revenue compared to their size and location.

- **Evidence:** The 4.53-acre Tibbetts parcel has a Just/Market Value of **$537,686**, entirely in land value with **$0 in improvements**.
- **Evidence:** The adjacent developed parcel (1911 Manatee Ave E), which is roughly half the size (2.36 acres), carries a value of over $605,000. This demonstrates that the vacant tract is performing at roughly 50% of the economic intensity of its neighbor, thereby suppressing the district's aggregate value.

4. Inadequate Site Layout and Connectivity (F.S. 163.340(8)(a))

- **Evidence:** The aerial imagery and legal descriptions indicate that the vacant parcels are landlocked or oddly configured due to the "New N R/W of S.R. 64," which sliced through the original "Craig Subdivision" grid. This has left remnant parcels that may not meet modern depth or access requirements without lot recombination.

16. The Pelot's Sites

Based on the property records, photographs, and data provided in the files labeled "18 Pelots," the following specific findings apply to the **Pelots Site**. This site is distinct from the broader "Pelot's Addition" subdivision found elsewhere in the city; it specifically refers to the historic **Pelot's Pharmacy building** and its associated parking infrastructure located at the intersection of **Manatee Avenue East and 9th Street East**.

This analysis supports a Finding of Necessity and Slum/Blight Study under Florida Statute 163 Part III, specifically regarding age, obsolescence, and site layout deficiencies.

Subject Property Identification

The site consists of two primary parcels under the ownership of **Philip Farley** (acquired from Robert L. Pelot in 2020):

- **Historic Building Parcel: 424 9th St E** (Parcel 3138600006). A 3-story office/commercial building designated as "PELOTS" in county records.
- **Parking Parcel: 801 Manatee Ave E** (Parcel 3138100007). A surface parking lot serves the commercial structure.

Specific Blight Indicators

1. Age and Obsolescence (F.S. 163.340(7)) The primary structure on the site is one of the oldest commercial buildings in the study area, exhibiting significant functional and economic obsolescence.

- **Evidence:** The "Pelots" building (Parcel 3138600006) was built in **1910**, making it over 113 years old.
- **Evidence (Depreciation):** The Manatee County Property Appraiser assigns the building a **depreciation rate of 74.15%**, indicating that the structure has lost nearly three-quarters of its physical value relative to a new replacement.
- **Visual Evidence:** Photographic evidence shows the building retains its historic "Pelots Rexall Drug Store" signage. While architecturally significant, structures of this vintage often require substantial capital investment to meet modern building codes, accessibility standards (ADA), and fire safety requirements, which can deter private investment without CRA incentives.

2. Predominance of Defective or Inadequate Street Layout and Parking (F.S. 163.340(8)(a)) The site demonstrates a defective layout typical of pre-automobile urban planning, where the building footprint occupies the entire parcel, forcing a reliance on off-site parking.

- **Evidence:** The building parcel is **0.15 acres (6,600 sq. ft.)**, and the structure occupies nearly the entire lot (15,912 sq. ft. area under roof across 3 stories),. There is **no onsite parking** or loading zone for the building itself.
- **Evidence:** Parking is provided on a separate parcel (801 Manatee Ave E) located across the street or adjacent, identified as Lot 23 of the Easterling subdivision. This separation of use creates connectivity issues and relies on a "broken" urban fabric where prime corner frontage on Manatee Avenue is utilized for vehicle storage rather than active vertical development.

3. Economic Distress and Stalled Transaction

- **Evidence:** Property records note "2025 FOR SALE FOR 3.5 MILLION," suggesting the property is currently on the market and seeking redevelopment or new ownership. The high sale price relative to the depreciated building value ($556,907 RCNLD) implies the value is largely speculative or based on land potential, which often leads to vacancy or stalled development if the market cannot support the rehabilitation costs.

4. Site Layout and Accessibility

- **Evidence:** The parking lot parcel (801 Manatee Ave E) is triangular/irregular in shape due to the street grid layout at Manatee Ave E and 8th St E. Irregular lots are cited in F.S. 163.340(8)(c) ("Faulty lot layout") as impediments to sound development because they restrict the efficiency of building designs and maximize wasted space.

V. CONCLUSION AND NECESSITY

Based on the comprehensive review of property records, permitting history, legal precedents, and statutory requirements, the following **Conclusion and Finding of Necessity** is drafted for the City Council. This section synthesizes the specific site findings into a legal justification for the creation/continuation of the Community Redevelopment Agency (CRA).

1. Legislative Finding of Blight

Based on the data presented in this study, it is the finding of this report that the designated survey area meets the criteria for a "blighted area" as defined in **Section 163.340(8), Florida Statutes**. The area exhibits a "substantial number of deteriorated, or deteriorating structures" and conditions that lead to "economic distress or endangerment of life or property." Specifically, the study confirms the presence of the following statutory blight factors:

- **Predominance of Defective or Inadequate Street Layout (F.S. 163.340(8)(a)):** The area is plagued by "superblocks" (City Center, County Administration) that sever the urban grid, alongside parcels with 100% lot coverage (Bradenton Herald, Pelots) that force service vehicles and parking into the public right-of-way, creating congestion and unsafe pedestrian environments.
- **Aggregate Assessed Values / Tax Base Stagnation (F.S. 163.340(8)(b)):** A disproportionate percentage of the district's prime real estate—specifically the riverfront and central core—is government-owned and tax-exempt (Library, City Hall, County Complex). This creates an artificial ceiling on the district's aggregate taxable value, shifting the burden of infrastructure maintenance to the remaining private properties and inhibiting the "sound growth" of the municipal tax base.
- **Faulty Lot Layout and Diversity of Ownership (F.S. 163.340(8)(c) & (m)):** The "Montgomery Roberts" and "Third Site" blocks demonstrate how fragmented ownership among multiple LLCs and odd-shaped remnant parcels prevents the land assembly necessary for modern, high-density redevelopment. This "checkerboard" pattern has resulted in a proliferation of surface parking lots and vacant "ghost" lots (Tarpon Point) that generate minimal economic activity.
- **Deterioration of Site or Other Improvements (F.S. 163.340(8)(e)):** Physical inspection and tax rolls reveal severe depreciation. Key structures exhibit depreciation rates of **77% to 80%** (Shuffleboard, Montgomery Roberts), indicating they have exhausted their

economic life. Evidence of structural failure (Library wall fractures) and vulnerability to elements (sandbags at the Players site) further substantiates this finding.

Subject Site	Street/Parking Layout (a)	Tax Base Stagnation (b)	Faulty Lot Layout (c)	Site Deterioration (e)	Ownership Diversity (m)
Library Site	☑	☑		☑	
Montgomery Roberts	☑	☑	☑	☑	☑
Old City Hall		☑	☑		☑
City Center	☑	☑			
Tarpon Point		☑	☑	☑	
Shuffleboard Site		☑	☑	☑	
Bradenton Herald	☑		☑	☑	
County Admin Complex	☑	☑		☑	
Herrig Site	☑	☑	☑	☑	
Players Site		☑	☑	☑	
Third Avenue Site	☑	☑	☑	☑	☑
Bounty Site	☑		☑		☑
Fire Station Site	☑	☑	☑	☑	
Golf Course Site		☑	☑	☑	☑
East Sites	☑	☑	☑		☑
Pelot's Sites	☑		☑		

Table 1: Statutory Blight Factor Matrix

2. The Necessity of Public Intervention (The "But For" Test)

The conditions identified herein are not merely aesthetic; they represent structural market failures that private enterprise, acting alone, has been unable to overcome.

- **Evidence of Market Failure:** The "Golf Course / Jordan Creek" and "Montgomery Roberts" sites have been the subject of numerous "Pre-Application" meetings for redevelopment over the last five years. Despite favorable zoning and market interest, these projects have repeatedly stalled. This pattern confirms that the barriers to development—specifically site layout, infrastructure deficiencies, and title fragmentation—are too high for the private market to surmount without CRA assistance.
- **Preventing the Spread of Slum:** As noted in the **Miami-Dade Grand Jury Report on CRAs**, the intent of the statute is to address issues affecting the health, safety, and welfare of residents. The presence of "unsanitary or unsafe conditions", such as the flooding risks identified at the Players site and the lack of sewer infrastructure in parts of Tarpon Point, requires proactive government intervention to prevent these blighted pockets from degenerating into slum conditions.

3. The Economic Shadow

A major theme of the report is the "Economic Shadow" cast by government-owned, non-taxable parcels. Tables 2 and 3 quantify the gravity of this shadow.

Property Name	Parcel ID	Market Value	Taxable Value	Acreage	Primary Barrier
City Center	3294300003	$25,830,756	$0	~Superblock	Government Exemption
County Admin	3297510004	$38,916,370	$0	4.0+	Government Exemption
Library Site	3329300059	$8,528,561	$0	2.35	Government Exemption
Old City Hall	3354500109	$2,318,081	$0	3.94	Failed Private Dev
Golf Course	1400300008	$1,614,146	$0	30.76	Municipal Recreation
Shuffleboard	3365800109	$320,730	$0	1.29	Age & Obsolescence

Table 2: Economic Void Analysis (Tax-Exempt Properties)

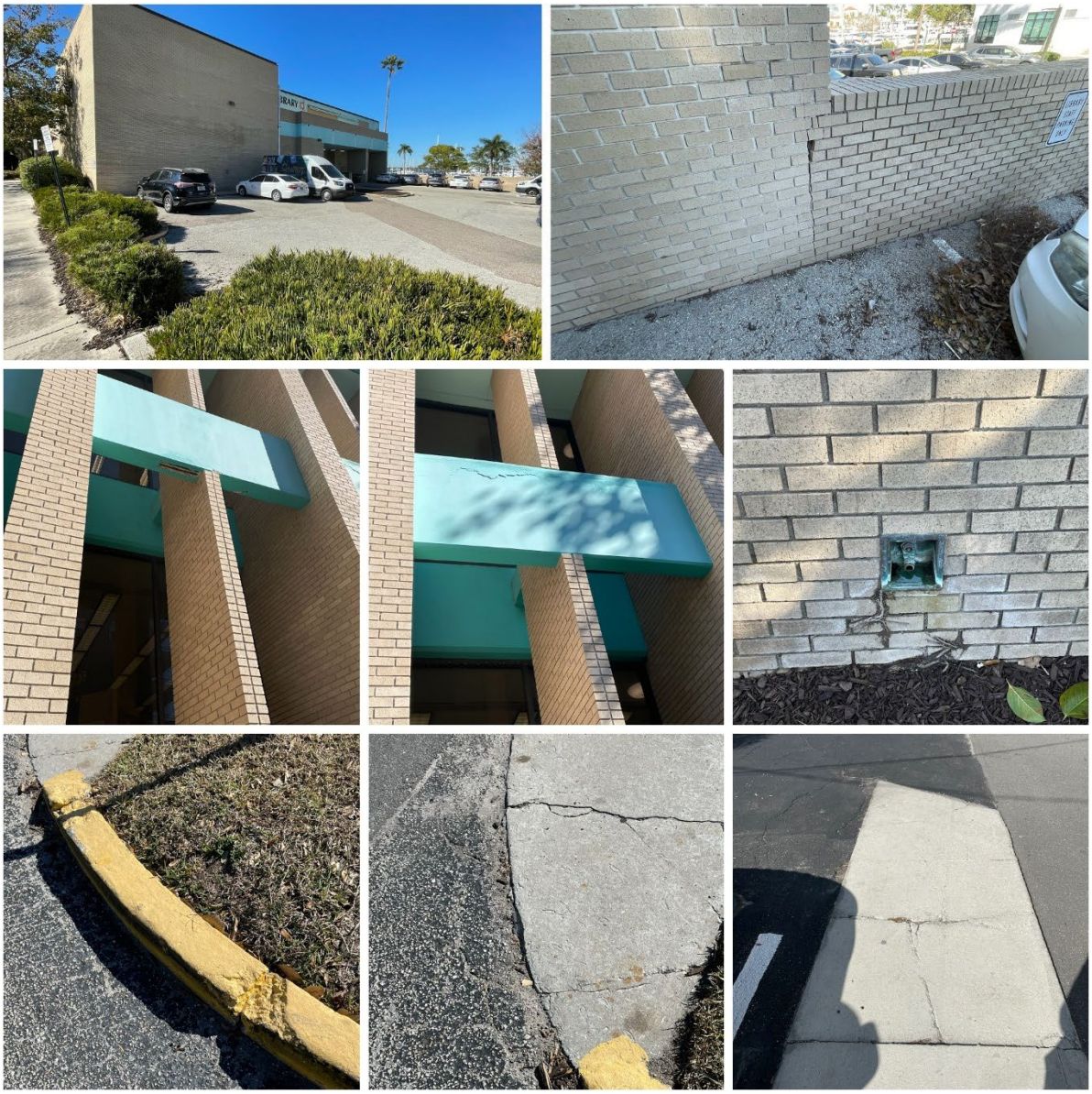
Owner / Entity	Property Address	Exemption Code	Assessed Value	Exempt Value	Taxable Value
City of Bradenton	1010 9th Ave W	8721 - Municipal Govt	$606,851	$606,851	$0
City of Bradenton	809 11th St W	8721 - Municipal Govt	$56,100	$56,100	$0
City of Bradenton	Lots 7-9, Blk 15, Pelots	8721 - Municipal Govt	$90,334	$90,334	$0
City of Bradenton	910 9th Ave W	8721 - Municipal Govt	$118,801	$118,801	$0
City of Bradenton	1801 27th St E (Golf)	8721 - Municipal Govt	$1,614,146	$1,614,146	$0
City of Bradenton	Golf View Ave (Lot 7)	8721 - Municipal Govt	$23,628	$23,628	$0
City of Bradenton	27th St E (Fair Oaks)	8721 - Municipal Govt	$98,122	$98,122	$0
City of Bradenton	27th St E (Lot 7 Sub)	8721 - Municipal Govt	$5,164	$5,164	$0
City of Bradenton	33rd St E	8700 - Municipal Govt	$246,179	$246,179	$0
City of Bradenton	100 10th St W	8721 - Municipal Govt	$9,585,035	$9,585,035	$0
City of Bradenton	110 10th St W	8721 - Municipal Govt	$3,041,121	$3,041,121	$0
City of Bradenton	Lot 7, J A Betts Sub	8721 - Municipal Govt*	$105,863	$105,863	$0
City of Bradenton	1403 Ballard Park Dr	8721 - Municipal Govt	$59,588	$59,588	$0
City of Bradenton	1525 Ballard Park Dr	8721 - Municipal Govt	$320,730	$320,730	$0
City of Bradenton	702 3rd Ave Dr W	8721 - Municipal Govt	$66,279	$66,279	$0
Manatee County	1301 1st Ave W (Library)	8500 - County Govt	$8,528,561	$8,528,561	$0
Manatee County	500 15th St W	8500 - County Govt	$2,318,081	$2,318,081	$0
Manatee County	410 10th St W	8500 - County Govt	$38,916,370	$38,916,370	$0
Manatee County	1002 Manatee Ave W	8500 - County Govt	$1,398,390	$1,398,390	$0
Manatee County	1007 4th Ave W	8500 - County Govt	$104,467	$104,467	$0
Manatee School Bd	1001 4th Ave W	8600 - Public School	$164,730	$164,730	$0
Charitable Inst.	1335 Manatee Ave W	3400 - Charitable	$234,035	$234,035	$0
Hope Family Svcs	1201 8th Ave W	3400 - Charitable	$991,277	$991,277	$0

Table 3: Fully Exempt Properties in the Analysis

VI. RECOMMENDATION

It is recommended that the City Council adopt a resolution:

1. **Finding** that one or more slum or blighted areas exist within the City of Bradenton.
2. **Finding** that the rehabilitation, conservation, or redevelopment of such areas is necessary in the interest of the public health, safety, and welfare; and
3. **Authorizing** the Community Redevelopment Agency to exercise all powers conferred by Part III, Chapter 163, Florida Statutes, to address these conditions.



Library site Images



Montgomery Roberts Site Images



Old City Hall Site Images



City Center Site Images



Tarpon Point Site Images



Shuffleboard Site Images



Bradenton Herald Site Images



County Site Images



Herrig Site Images



Players Site Images



Third Ave Site Images



Bounty Site Images



Fire Station Site Images



Golf Course Site Images



Pelot's Site Images

ROB PERRY, CITY ADMINISTRATOR

City Hall | 101 Old Main Street | Bradenton, Florida 34205
941.932.9442 | rob.perry@bradentonfl.gov
www.cityofbradenton.com

Notification Letter to All Taxing Authorities,
City of Bradenton – Creation of New Community Redevelopment Area (CRA) District

Tuesday, September 8, 2026

Manatee County
1112 Manatee Avenue West
Bradenton, Florida 34205

Chair Tal Siddique,

This letter serves as formal notice that the City of Bradenton is undertaking the creation of a new Community Redevelopment Area pursuant to Chapter 163, Part III , Florida Statutes (the Community Redevelopment Act of 1969).

The proposed Area will be evaluated through the required Finding of Necessity process, which identifies conditions of blight and redevelopment need within the designated area. The Bradenton City Council will consider a legislative finding that the conditions in the area meet the criteria described in s. 163.340(8). The resolution under consideration may determine that one or more blighted areas, or one or more areas in which there is a shortage of housing affordable to residents of low or moderate income, including the elderly, exist in the municipality; and that the rehabilitation, conservation, or redevelopment, or a combination thereof, of such area or areas, including, if appropriate, the development of housing which residents of low or moderate income, including the elderly, can afford, is necessary in the interest of the public health, safety, morals, or welfare of the residents of the municipality.

A public hearing to consider the resolution will be held on September 23, 2026, at 8:30 A.M. at Bradenton City Hall, 101 12th Street West, Bradenton, FL 34205.

As a taxing authority within Manatee County, you are receiving this notice in accordance with s. 163.346, Notice to taxing authorities. Copies of the proposed resolution and support materials are available for review at:

City Clerk's Office, City of Bradenton, 101 12th St W, Bradenton, FL 34205 and https://cityofbradenton.com/

If you have any questions or require additional information, please contact:

Jeff Burton, Executive Director, Community Redevelopment Agency
Phone: (941) 932-9400
Email: Jeff.Burton@BradentonFL.gov

Sincerely,

Rob Perry
City Administrator
City of Bradenton

ROB PERRY, CITY ADMINISTRATOR

City Hall | 101 Old Main Street | Bradenton, Florida 34205
941.932.9442 | rob.perry@bradentonfl.gov
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Notification Letter to All Taxing Authorities,
City of Bradenton – Creation of New Community Redevelopment Area (CRA) District

Tuesday, September 8, 2026

School Board of Manatee County
215 Manatee Ave West
Bradenton, Florida 34205

Chair Cindy Spray,

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If you have any questions or require additional information, please contact:

Jeff Burton, Executive Director, Community Redevelopment Agency
Phone: (941) 932-9400
Email: Jeff.Burton@BradentonFL.gov

Sincerely,

Rob Perry
City Administrator
City of Bradenton

ROB PERRY, CITY ADMINISTRATOR

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Notification Letter to All Taxing Authorities,
City of Bradenton – Creation of New Community Redevelopment Area (CRA) District

Tuesday, September 8, 2026

City of Bradenton
101 12th St West
Bradenton, Florida 34205

Mayor Gene Brown,

This letter serves as formal notice that the City of Bradenton is undertaking the creation of a new Community Redevelopment Area pursuant to Chapter 163, Part III , Florida Statutes (the Community Redevelopment Act of 1969).

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City Clerk's Office, City of Bradenton, 101 12th St W, Bradenton, FL 34205 and https://cityofbradenton.com/

If you have any questions or require additional information, please contact:

Jeff Burton, Executive Director, Community Redevelopment Agency
Phone: (941) 932-9400
Email: Jeff.Burton@BradentonFL.gov

Sincerely,

Rob Perry
City Administrator
City of Bradenton

ROB PERRY, CITY ADMINISTRATOR

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Notification Letter to All Taxing Authorities,
City of Bradenton – Creation of New Community Redevelopment Area (CRA) District

Tuesday, September 8, 2026

Southwest Water Management District
2379 Broad Street
Brooksville, FL 34604

Chair Jack Bispham,

This letter serves as formal notice that the City of Bradenton is undertaking the creation of a new Community Redevelopment Area pursuant to Chapter 163, Part III , Florida Statutes (the Community Redevelopment Act of 1969).

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If you have any questions or require additional information, please contact:

Jeff Burton, Executive Director, Community Redevelopment Agency
Phone: (941) 932-9400
Email: Jeff.Burton@BradentonFL.gov

Sincerely,

Rob Perry
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City of Bradenton

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Notification Letter to All Taxing Authorities,
City of Bradenton – Creation of New Community Redevelopment Area (CRA) District

Tuesday, September 8, 2026

Manatee County Mosquito Control District
1420 28th Ave East
Ellenton, FL 34222

Chair Ralph Garrison,

This letter serves as formal notice that the City of Bradenton is undertaking the creation of a new Community Redevelopment Area pursuant to Chapter 163, Part III , Florida Statutes (the Community Redevelopment Act of 1969).

The proposed Area will be evaluated through the required Finding of Necessity process, which identifies conditions of blight and redevelopment need within the designated area. The Bradenton City Council will consider a legislative finding that the conditions in the area meet the criteria described in s. 163.340(8). The resolution under consideration may determine that one or more blighted areas, or one or more areas in which there is a shortage of housing affordable to residents of low or moderate income, including the elderly, exist in the municipality; and that the rehabilitation, conservation, or redevelopment, or a combination thereof, of such area or areas, including, if appropriate, the development of housing which residents of low or moderate income, including the elderly, can afford, is necessary in the interest of the public health, safety, morals, or welfare of the residents of the municipality.

A public hearing to consider the resolution will be held on September 23, 2026, at 8:30 A.M. at Bradenton City Hall, 101 12th Street West, Bradenton, FL 34205.

As a taxing authority within Manatee County, you are receiving this notice in accordance with s. 163.346, Notice to taxing authorities. Copies of the proposed resolution and support materials are available for review at:

City Clerk's Office, City of Bradenton, 101 12th St W, Bradenton, FL 34205 and https://cityofbradenton.com/

If you have any questions or require additional information, please contact:

Jeff Burton, Executive Director, Community Redevelopment Agency
Phone: (941) 932-9400
Email: Jeff.Burton@BradentonFL.gov

Sincerely,

Rob Perry
City Administrator
City of Bradenton

ROB PERRY, CITY ADMINISTRATOR

City Hall | 101 Old Main Street | Bradenton, Florida 34205
941.932.9442 | rob.perry@bradentonfl.gov
www.cityofbradenton.com

Notification Letter to All Taxing Authorities,
City of Bradenton – Creation of New Community Redevelopment Area (CRA) District

Tuesday, September 8, 2026

West Coast Inland Navigation District
200 Miami Ave East
Venice, FL 34285

Chair Eric White,

This letter serves as formal notice that the City of Bradenton is undertaking the creation of a new Community Redevelopment Area pursuant to Chapter 163, Part III , Florida Statutes (the Community Redevelopment Act of 1969).

The proposed Area will be evaluated through the required Finding of Necessity process, which identifies conditions of blight and redevelopment need within the designated area. The Bradenton City Council will consider a legislative finding that the conditions in the area meet the criteria described in s. 163.340(8). The resolution under consideration may determine that one or more blighted areas, or one or more areas in which there is a shortage of housing affordable to residents of low or moderate income, including the elderly, exist in the municipality; and that the rehabilitation, conservation, or redevelopment, or a combination thereof, of such area or areas, including, if appropriate, the development of housing which residents of low or moderate income, including the elderly, can afford, is necessary in the interest of the public health, safety, morals, or welfare of the residents of the municipality.

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If you have any questions or require additional information, please contact:

Jeff Burton, Executive Director, Community Redevelopment Agency
Phone: (941) 932-9400
Email: Jeff.Burton@BradentonFL.gov

Sincerely,

Rob Perry
City Administrator
City of Bradenton

AGENDA ITEM NO. 8.a

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: September 23, 2026

SUBMITTED BY: Rob Perry, City Administration

ITEM TYPE: Miscellaneous

AGENDA SECTION: NEW BUSINESS BY DEPARTMENT HEADS, CITY ATTORNEY AND COUNCIL

SUBJECT: Emergency Procurement Report

SUGGESTED ACTION: N/A

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
According to the City of Bradenton Emergency Procurement Policy and pursuant to Section 2-237(2) of the Code, all emergency procurements will be reported to the City Council at the next regularly scheduled meeting.

FINANCIAL IMPACT:
TBD

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
N/A

ATTACHMENTS:

AGENDA ITEM NO. 8.b

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: September 23, 2026

SUBMITTED BY: Corey Fortin, City Administration

ITEM TYPE: Miscellaneous

AGENDA SECTION: NEW BUSINESS BY DEPARTMENT HEADS, CITY ATTORNEY AND COUNCIL

SUBJECT: Acceptance of Special Warranty Deed from the Community Redevelopment Agency to the City of Bradenton for a portion of 109 13th Avenue West

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
The City is purchasing a portion of 109 13th Avenue West for the purpose of increasing the efficiency of traffic by extending the right turn lane to increase the capacity and alleviate backups at the intersection of 13th Avenue West and U.S. 301.

FINANCIAL IMPACT:
Funded by $65,000.00 from the Road Impact Fee Fund to the CRA for purchase of the property.

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

SUGGESTED MOTION:
Motion to accept the Special Warranty Deed from the Community Redevelopment Agency to the City of Bradenton for a portion of 109 13th Avenue West for the purchase price of $65,000.00.

ATTACHMENTS:

Special Warranty Deed for 109 13th Avenue West

Prepared by and return to:
Ryan Harris, Esq.
Blalock Walters, P.A.
802 11th Street West
Bradenton, Florida 34205
File: 41324.025

DOCUMENTARY STAMPS IN
THE AMOUNT OF $0.70
ARE AFFIXED HERETO.

This conveyance is exempt from documentary stamp tax pursuant to Section 163.395, Florida Statutes, as a conveyance between a community redevelopment agency and a municipality, each being an exempt public body.

SPECIAL WARRANTY DEED

This **Special Warranty Deed** made this ___ day of September, 2026, by **Community Redevelopment Agency of the City of Bradenton, Florida, a public body corporate and politic of the State of Florida** whose mailing address is 101 Old Main Street, Bradenton, FL 34205, hereinafter called the "Grantor", and **City of Bradenton, a municipal corporation of the State of Florida,** whose mailing address is 101 Old Main Street, Bradenton, FL 34205, hereinafter called the "Grantee", for the Grantor's undivided interest in the property described below:

(Whenever used herein the term "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, trusts, and trustees).

WITNESSETH, that the Grantor, for and in consideration of the sum of Ten 00/100 Dollars ($10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, alienates, remises, releases, conveys, and confirms unto the Grantee, all of its interest in the following described property situated in Sarasota County, Florida (the "Property") to wit:

See Exhibit "A" attached hereto.

SUBJECT TO taxes for the year of 2026 and subsequent years, and zoning and other prohibitions and regulations imposed by governmental authorities.

TOGETHER with all the tenements, hereditaments, and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

AND the Grantor does hereby covenant with the Grantee that at the time of the delivery of this special warranty deed, the Property is free and clear from all encumbrances made by the Grantor except the above noted, and that the Grantor will warrant and defend the same against all lawful claims and demands of all persons claiming by, through, or under the Grantor, but against none other.

THIS DOCUMENT WAS PREPARED WITHOUT EXAMINATION OF TITLE AND WITHOUT ISSUANCE OF A POLICY OF TITLE INSURANCE.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed, and delivered in our presence:

Witnesses:

Karen A Kyser

Print Name: KAREN A. KYSER

Address: 101 Old Main St.
Bradenton, FL 34205

Print Name: Todd Campbell

Address: 101 Old Main St
Bradenton, FL 34205

Community Redevelopment Agency of the City of Bradenton, Florida

By: Kemp S

Kemp Schuessler, Chair

STATE OF FLORIDA
COUNTY OF Manatee

The foregoing instrument was acknowledged, sworn, and subscribed before me, by means of ☐ physical presence or ☐ online notarization, this 15th day of Sept., 2026, by Kemp Schuessler, as Chair of Community Redevelopment Agency of the City of Bradenton, Florida,

☒ who is personally known to me,

☐ who has produced _____ as identification,

and who have acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

My Commission Expires: 6.6.28

Karen A Kyser

Signature

Print Name: KAREN A. KYSER

NOTARY PUBLIC - STATE OF FL.

KAREN A. KYSER
Notary Public - State of Florida
Commission # HH 535736
My Comm. Expires Jun 6, 2028
Bonded through National Notary Assn.

Exhibit "A"
Legal Description

A portion of a parcel described in Official Records Book 948, Page 12, and Official Records Book 2298, Page 4125, of the Public Records of Manatee County, Florida, and being more particularly described as:

COMMENCE at the at the Southeast corner of the Northeast 1/4 of Section 35, Township 34 South, Range 17 East; thence N 00° 25' 41" E, along the East line of the said Northeast 1/4, a distance of 1330.19 feet to the Northeast corner of the Southeast 1/4 of the Northeast 1/4 of said Section 35; thence N 89° 25' 19" W, a distance of 25.00 feet; thence S 00° 25' 41" W, along a line 25.00 feet West of and parallel with the said East line of the Northeast 1/4, a distance of 18.56 feet to the intersection of the westerly right-of-way of U.S. Highway 301/41 as shown on Florida Department of Transportation right-of-way map, Section 13120-2506 and the former southern right-of-way of 13th Ave West as described in Official Records Book 948, Page 12, and Official Records Book 2298, Page 4125, of the Public Records of Manatee County, Florida; thence N 89° 48' 49" W, along the said former southerly right-of-way line, a distance of 55.00 feet to the intersection with the current southerly right-of-way line of 13th Avenue West as described in Official Records Book 948, Page 12 and Official Records Book 2298, Page 4125, of the Public Records of Manatee County, Florida; thence continue N 89° 48' 49" W, along the said southerly right-of-way line, a distance of 92.00 feet to the POINT OF BEGINNING; thence continue N 89° 48' 49" W, a distance of 240.22 feet; thence N 00° 25' 41" E, a distance of 13.65 feet to a point on the said southerly right-of-way line; thence continue along the said southerly right-of-way line the following three (3) courses, (1) S 89° 55' 02" E, a distance of 50.91 feet; (2) thence S 89° 25' 19" E, a distance of 189.31 feet; (3) thence S 00° 25' 41" W, a distance of 12.45 feet to the POINT OF BEGINNING. Being in Section 35, Township 34 South, Range 17 East, Manatee County, Florida.

American Land Title Association

ALTA Settlement Statement - Combined
Adopted 05-01-2015

FileNo./Escrow No.: 41324.025X

Blalock Walters, P.A.

Officer/Escrow Officer:
Settlement Location:
802 11th Street West
Bradenton, Florida 34205

802 11th Street West
Bradenton, Florida 34205

Property Address: 109 13th Avenue West Bradenton Florida 34205 (Portion Of)
Buyer: City of Bradenton, a municipal corporation of the State of Florida
Seller: Community Redevelopment Agency of the City of Bradenton, Florida, a public body corporate and politic of the State of Florida
Lender:
Loan Type: Cash Settlement
Loan Number:

Settlement Date:
Disbursement Date:
Additional dates per state requirements:

Seller		Description	Borrower/Buyer	
Debit	**Credit**		**Debit**	**Credit**
		Financial		
	$65,000.00	Sales Price of Property	$65,000.00	
		Government Recording & Transfer Charges		
		Recording Fees to Manatee County Clerk of Court	$27.00	
		Doc Stamps to Manatee County Clerk of Court	$.70	
		E-recording Fees to Manatee County Clerk of Court	$4.75	

Seller		Description	Borrower/Buyer	
Debit	**Credit**		**Debit**	**Credit**
	$65,000.00	**Subtotals**	$65,032.45	
		Due From Buyer	$65,032.45	
$65,000.00		Due To Seller		

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All rights reserved.

American Land Title Association	ALTA Settlement Statement - Combined Adopted 05-01-2015

Acknowledgement
We/I have carefully reviewed the ALTA Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the ALTA Settlement Statement. We/I authorize Blalock Walters, P.A. to cause the funds to be disbursed in accordance with this statement.

	City of Bradenton, a municipal corporation of the State of Florida		Community Redevelopment Agency of the City of Bradenton, Florida, a public body corporate and politic of the State of Fl
Buyer:	Gene Brown, Mayor	Seller:	Kemp Schuessler, Chair

I have reviewed the Closing Disclosure, the settlement statement, the lender's closing instructions and any and all other forms relative to the escrow funds, including any disclosure of the title insurance premiums being paid, and I agree to disburse the escrow funds in accordance with the terms of this transaction and law.

Escrow Officer:

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AGENDA ITEM NO. 8.c

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: September 23, 2026

SUBMITTED BY: Rob Perry, City Administration

ITEM TYPE: Miscellaneous

AGENDA SECTION: NEW BUSINESS BY DEPARTMENT HEADS, CITY ATTORNEY AND COUNCIL

SUBJECT: Partial Guaranteed Maximum Price (GMP) 1 for Renovations at 1009 4th Avenue West with NDC Construction - Revised Supporting Document

SUGGESTED ACTION: Approval subject to funding by the Community Redevelopment Agency (CRA) board.

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
At the September 9, 2026, City Council meeting, Council unanimously voted in favor to accept the deed from Manatee County for the property located at 1009 4th Avenue West (former GTE Building). There are several renovations that will need to be completed prior to a tenant occupying the building. To ensure long-lead items, such as elevator switch gear and electrical components, windows and framing are ordered and delivered to meet the project schedule, the contractor is issuing two Guaranteed Maximum Pricing (GMP) quotes. This is Partial GMP 1 and is inclusive of the basic renovations and allows the contractor to order the long-lead items. GMP 2 will be presented to Council at a later date, showing the full GMP of the entire project.

FINANCIAL IMPACT:
From the CRA: $1,237,550 Structural and Land Improvements; $247,886.82 soft cost (construction contingency, insurance and safety, management fee, payment and performance bond); total $1,485,436.82.

ATTORNEY REVIEW/RECOMMENDATION:
N/A

SUGGESTED MOTION:
Motion to approve the Partial GMP Amendment to Agreement with NDC Construction for renovations at 1009 4th Avenue West, subject to funding approval from the CRA board.

ATTACHMENTS:
Partial GMP for Phase I to Agreement for CMAR Services - REVISED

PARTIAL GUARANTEED MAXIMUM PRICE (GMP) AMENDMENT
to
AGREEMENT
for
CONSTRUCTION MANAGEMENT AT RISK CONTINUING SERVICES FOR PENINSULAR TELEPHONE COMPANY BUILDING RENOVATION

THIS GUARANTEED MAXIMUM PRICE (GMP) AMENDMENT TO THE AGREEMENT FOR CONSTRUCTION MANAGEMENT AT RISK SERVICES ("GMP Amendment'") is made and entered into, by and between the City of Bradenton, referred to herein as "Owner," and **NDC Construction Company,** registered and licensed to do business in the State of Florida, referred to herein as "Construction Manager."

WHEREAS, Owner and Construction Manager entered into the Agreement for Construction Management at Risk Continuing Services (the "Agreement") under which Construction Manager is providing the professional construction management services requisite to the implementation of the construction of Peninsular Telephone Company Building Renovation (as further defined in the Agreement, the "Project''); and

WHEREAS, the Agreement provides that prior to commencement of the Construction Phase, Construction Manager and Owner must agree upon a Guaranteed Maximum Price (GMP) for the construction of the Project, to be established and memorialized in an Amendment supplementing the Agreement; and

WHEREAS, the parties have determined that it is appropriate to phase the Project; and

WHEREAS, the Project has been designed and permitted to a point sufficient that Construction Manager and Owner have agreed upon a partial GMP for Phase I, as set forth herein.

NOW THEREFORE, Owner and Construction Manager, in consideration of the mutual covenants hereinafter set forth, and the mutual covenants set forth in the Agreement, the sufficiency of which is hereby acknowledged, agree as follows:

l. Establishment of GMP. Pursuant to Section 2.2 of the Agreement, the Owner and Construction Manager establish a Partial GMP and Contract Time for Phase I of the Work as set forth below. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Contract Documents and in the General Conditions.

2. GMP: Contract Documents. The Construction Manager's Partial GMP for Phase I the Work, including the estimated Cost of the Work ($1,417,370.57) and the Construction Manager's Fee ($68,065.25), is a total of One Million Four Hundred Eighty-Five Thousand Four Hundred Thirty-Six Dollars and Eighty-Two Cents ($1,485,436.82). This price is for the performance of the Work in accordance with the Contract Documents listed and attached to this Amendment and marked Exhibits A through H, as follows:

a) *Exhibit A*. Construction Manager's Partial GMP submittal for Phase I, including Project Plans and Specifications, Unit Prices, addenda and General, Supplementary and other Conditions of the Agreement on which the GMP is based, pages 1 through 3, dated

September 15, 2026.

b) *Exhibit B*. Allowance items, pages 1 through 1, dated September 15, 2026

c) *Exhibit C.* Qualifications, Clarifications, Assumptions & Exclusion made in preparing the GMP, pages 1 through 3, dated September 15, 2026

d) No Alternate Prices are included in this Partial GMP Amendment.

e) *Exhibit D*. Project Schedule, pages 1 through 2, dated September 16, 2026.

f) *Exhibit E.* Affidavit of No Conflict, pages 1 through 2, dated September 15, 2026.

g) *Exhibit F*. Certificate(s) of Insurance, pages 1 through 1, dated September 15, 2026.

h) *Exhibit G*. Payment and Performance Bond, pages 1 through 12, dated September 16, 2026.

i) *Exhibit H*. Standard Forms, pages 1 through 9, dated April 21, 2023.

1. Application for Payment
2. Certificate of Substantial Completion
3. Final Reconciliation/Warranty/Affidavit
4. Change Order

Additional Contract Documents include the Agreement and any General Conditions of the Construction Agreement, Addenda issued prior to execution of the Agreement, the Request for Proposal, the Construction Manager's proposal, permits, notice of intent to award, Notice to Proceed, purchase order(s), written amendments, Change Order(s), Work Directive Change(s) and Field Directive(s). No other documents shall be considered Contract Documents.

3. Contract Time; Liquidated Damages. The Construction Manager shall achieve Substantial Completion of the Work within Three Hundred Eighteen (318) calender days of receipt of the Notice to Proceed. Time is of the essence in the Contract Documents and all obligations thereunder. If the Construction Manager fails to achieve Substantial Completion of the Work within the Contract Time and as otherwise required by the Contract Documents (to include not only the entire Work but any portion of the Work for which a separate Substantial Completion Date is agreed on), the Owner shall be entitled to retain or recover from the Construction Manager, as liquidated damages and not as a penalty, the sum of $500.00 per calendar day, commencing on the first day following expiration of the Contract Time and continuing until the actual date of Substantial Completion. Such liquidated damages are hereby agreed to be a reasonable estimate of damages the Owner will incur as a result of delayed completion of the Work. The Owner may deduct liquidated damages as described in this paragraph from any unpaid amounts then or thereafter due the Construction Manager under this Agreement. Any liquidated damages not so deducted from any unpaid amounts due the Construction Manager shall be payable to the Owner at the demand of the Owner, together with interest from the date of the demand at the maximum allowable rate.

4. Effect of Partial GMP. This Amendment shall constitute the Partial GMP Amendment for purpose of satisfying the requirements of Article 5 of the Agreement and shall supplement and amend the Agreement such that all references to the GMP shall be construed to refer to the GMP set forth herein, as such GMP may be adjusted pursuant to the terms of the Agreement. All terms of the Agreement, as supplemented hereby, shall remain in full force and effect.

IN WITNESS THEREOF, the parties hereunto have made and executed this agreement as of the last written date below.

Signed, sealed and delivered in the presence of:

NDC Construction Company:

By: _____

Print Name: ADAM PHILLIPI

(Title of Authorized Representative)

Date: 09/18/2026

Title: VICE PRESIDENT

CITY OF BRADENTON

By: _____

GENE BROWN
Mayor

Date: _____

ATTEST:

By: _____

TAMARA MELTON
City Clerk

EXHIBIT A

NDC CONSTRUCTION COMPANY

1001 Third Avenue West, Suite 600, Bradenton FL 34205
P (941) 747-1062 CGC1511361

Peninsular Telephone Company Building Renovation

Part I GMP

~~*September 15, 2026*~~

SECT.	ITEM	Qty	Unit	Unit Cost	Part 1 GMP Amount
DIV 1	***General Conditions***		**DIV 1 Subtotal = $409,500.00**		
Part I	General Conditions for Part 1	2.00	MO	50,000.00	100,000.00
Part II	General Conditions for Part 2	8.00	MO	*TBD*	
Part I	Structural Assessment	1.00	LS	7,800.00	7,800.00
Part I	BWAS Design Fees-Shell Only	1.00	LS	275,000.00	275,000.00
Part II	BWAS Design Fees-Interior Finishes Design	1.00	LS	*TBD*	
Part I	Site Civil Engineer	1.00	LS	25,000.00	25,000.00
Part I	Architectural Review Board Fee	1.00	LS	1,700.00	1,700.00
	Permit Fees				***not included***
	Impact Fees				***not included***
	Utility Connection Fees				***not included***
	FPL fees or relocations.				***not included***
DIV 2	***Sitework***		**DIV 2 Subtotal = $268,650.00**		
Part I	Fire Service to Building / Misc Site Work (Allowance)	1.00	AL	35,000.00	35,000.00
Part I	Asbestos Survey	1.00	LS	2,500.00	2,500.00
Part I	Asbestos Abatement (Allowance)	1.00	AL	45,000.00	45,000.00
Part I	Base Building Demolition	1.00	LS	85,000.00	85,000.00
Part I	Miscellaneous Demo	1.00	LS	35,000.00	35,000.00
Part I	Temp Shoring	1.00	LS	20,000.00	20,000.00
Part I	Demo Existing Windows	1.00	LS	12,500.00	12,500.00
Part I	Slab Trenching For New Plumbing	1.00	LS	4,750.00	4,750.00
Part I	Cut In New Window Openings 1st Floor	3.00	EA	3,800.00	11,400.00
Part I	Plumbing Demolition - Disconnects	1.00	LS	1,500.00	1,500.00
Part I	HVAC Demolition - Discharge Units	1.00	LS	500.00	500.00
Part I	Halon Demolition	1.00	LS	15,000.00	15,000.00
Part I	Electrical Demolition - Disconnects	1.00	LS	500.00	500.00
DIV 3 & 4	***Concrete & Masonry***		**DIV 3 Subtotal = $121,100.00**		
	Concrete				
Part I	New Elevator Pit	1.00	LS	18,500.00	18,500.00
Part I	Elevator Machine Room Foundations	1.00	LS	1,850.00	1,850.00
Part I	Tie Beams	108.00	LF	150.00	16,200.00
Part I	Elevator Shaft Cast In Place Roof	1.00	LS	9,800.00	9,800.00
Part I	Elevator Machine Room Cast In Place Roof	1.00	LS	9,800.00	9,800.00
Part II	Metal Pan Stairs Concrete	42.00	EA	*TBD*	
Part II	Pour Stair Landings	4.00	EA	*TBD*	
Part II	Trench Pour Backs	1.00	LS	*TBD*	
Part II	Pour Topping Slab 1st Floor	4,500.00	SF	*TBD*	
	Masonry				
Part I	Elevator Shaft CMU	1,618.00	BLK	25.00	40,450.00
Part I	Elevator Machine Room CMU	200.00	BLK	25.00	5,000.00
Part II	CMU Infill	6.00	EA	*TBD*	
Part I	New Window Openings	3.00	EA	6,500.00	19,500.00
Part II	Pressure Wash Existing Building	1.00	LS	*TBD*	
Part II	Repoint Existing Building As Needed	1.00	LS	*TBD*	
DIV 5	***Metals***		**DIV 5 Subtotal = $12,500.00**		
Part II	Metal Pan Stairs, Landings and Railings	1.00	LS	*TBD*	
Part I	Elevator Hoist Beams	1.00	LS	12,500.00	12,500.00
Part II	Retrofit Existing Structure For New Stairs	1.00	LS	*TBD*	
Part II	Repair Fire Escape	1.00	LS	*TBD*	
DIV 6	***Wood and Plastics***		**DIV 6 Subtotal = $0.00**		
Part II	Framing Labor	1.00	LS	*TBD*	
Part II	Framing Material	1.00	LS	*TBD*	
Part II	Frame New Stair Case Openings	2.00	EA	*TBD*	
DIV 7	***Thermal & Moisture Protection***		**DIV 7 Subtotal = $0.00**		
Part II	TPO roof System	4,600	SF	*TBD*	
Part II	Exterior Caulking	1.00	LS	*TBD*	
Part II	Brick Water Repellant	1.00	LS	*TBD*	
DIV 8	***Doors and Windows***		**DIV 8 Subtotal = $259,800.00**		
	Storefront and Windows (Allowance)				
	1st Floor				
Part I	New Store Front Entrance	2.00	EA	9,850.00	19,700.00
Part I	New CRA Entrance	1.00	EA	4,900.00	4,900.00
Part I	New Store Front Along 4th Avenue	500.00	SF	125.00	62,500.00
Part I	Replace Existing Windows	2.00	EA	950.00	1,900.00
	2nd Floor				
Part I	Replace Existing Windows	10.00	EA	5,600.00	56,000.00
Part I	Replace Existing Windows	8.00	EA	4,200.00	33,600.00
	3rd Floor				

EXHIBIT A

NDC CONSTRUCTION COMPANY

1001 Third Avenue West, Suite 600, Bradenton FL 34205
P (941) 747-1062 CGC1511361

Peninsular Telephone Company Building Renovation

Part I GMP

~~*September 15, 2026*~~

SECT.	ITEM	Qty	Unit	Unit Cost	Part 1 GMP Amount
Part I	Replace Existing Windows	10.00	EA	5,600.00	56,000.00
Part I	Replace Existing Windows	6.00	EA	4,200.00	25,200.00
Part II	New Exterior Doors	6.00	EA	*TBD*	
Part II	New Interior Doors	28.00	EA	*TBD*	
DIV 9	***Finishes***		**DIV 9 Subtotal = $0.00**		
Part II	Patch Repair Existing Exterior Stucco	1.00	LS	*TBD*	
Part II	Add for Stucco @ Bldg Infill if Necessary	1.00	LS	*TBD*	
Part II	Gypsum Wall Board	1.00	LS	*TBD*	
Part II	Repair Existing interior Plaster on Exterior Walls	1.00	LS	*TBD*	
Part II	Flooring / Tile/Base	1.00	LS	*TBD*	
Part II	Base at 2nd & 3rd Floors	1.00	LS	*TBD*	
Part II	Epoxy Flooring	1.00	LS	*TBD*	
Part II	Acoustical Ceiling	1.00	LS	*TBD*	
Part II	Painting	1.00	LS	*TBD*	
Part II	Paint Existing Exterior Fire Escape	1.00	LS	*TBD*	
Part II	Infill Existing Exterior Wall Openings	1.00	LS	*TBD*	
	Harlequin Dance Floor				
Part II	Theater Room 109	1,596.00	SF	*TBD*	
Part II	Studio 206	1,533.00	SF	*TBD*	
Part II	Studio 207	566.00	SF	*TBD*	
Part II	Studio 208	835.00	SF	*TBD*	
Part II	Studio 307	1,518.00	SF	*TBD*	
Part II	Studio 308	1,518.00	SF	*TBD*	
DIV 10	***Specialties***		**DIV 10 Subtotal = $0.00**		
Part II	Toilet and Bath Accessories	1.00	LS	*TBD*	
Part II	Fire Extinguishers and Cabinets	1.00	LS	*TBD*	
Part II	Signage - In Use Sign Only	1.00	LS	*TBD*	
Part II	Dance Studio Mirrors	1.00	LS	*TBD*	
DIV 14	***Elevator***		**DIV 14 Subtotal = $156,000.00**		
Part I	Elevator Shop Drawing and Release for Fabrication	1.00	LS	66,000.00	66,000.00
Part I	Elevator	1.00	LS	90,000.00	90,000.00
DIV 15	***Mechanical***		**DIV 15 Subtotal = $0.00**		
Part II	Plumbing	1.00	LS	*TBD*	
Part II	HVAC	1.00	LS	*TBD*	
Part II	Fire Protection	1.00	LS	*TBD*	
DIV 16	***Electrical***		**DIV 16 Subtotal = $10,000.00**		
Part II	Base Building Electrical	1.00	LS	*TBD*	
Part I	Electrical Conduit and setup for Elevator	1.00	LS	10,000.00	10,000.00
Part II	Audio/ Visual - Low Voltage (Allowance)	1.00	AL	*TBD*	
Part II	Access Control	1.00	LS	*TBD*	
Part II	CCTV System	12.00	EA	*TBD*	
	Total Structure & Land Improvements				1,237,550.00
	Construction Cost / Estimating Contingency	10.00%			123,755.00
	Subcontractor Default Insurance	1.50%			14,229.48
	Insurance and Safety	2.10%			28,587.41
	Construction Management Fee	5.00%			68,065.25
	Payment and Performance Bond	0.90%			13,249.68
	Total Target Budget Amount				**$ 1,485,436.82**

EXHIBIT "A"
GTE Building Alteration

Identification of Drawings
By: NDC Construction Company
Dated 9/15/2026

Architect
BWAS Design PLLC
1201 6th Ave W, Suite 100
Bradenton, FL 34205
(662)415-2933

MEP Engineer
Genesis Engineering Group, LLC.
2601 Cattleman Rd, Suite 501
Sarasota, FL 34232

		Date	Revision #	Revision Date
DEMOLITION DOCUMENTS - 08.10.2022				
ARCHITECTURAL - Prepared by: BWAS Design PLLC				
A0.01	COVER SHEET - DEMOLITION ONLY	08/10/22		
A1.01	GROUND FLOOR DEMO PLAN	08/10/22		
A1.02	2ND FLOOR DEMO PLAN	08/10/22		
A1.03	3RD FLOOR DEMO PLAN	08/10/22		
A1.04	GROUND FLOOR DEMO RCP	08/10/22		
A1.05	2ND FLOOR DEMO RCP	08/10/22		
A1.06	3RD FLOOR DEMO RCP	08/10/22		
PLUMBING - Prepared by: Genesis Engineering Group, LLC				
P101	GROUND FLOOR DEMO PLAN	08/10/22		
P102	2ND FLOOR DEMO PLAN	08/10/22		
P103	3RD FLOOR DEMO PLAN	08/10/22		
MECHANICAL - Prepared by: Genesis Engineering Group, LLC				
M101	GROUND FLOOR DEMO PLAN	08/10/22		
M102	2ND FLOOR DEMO PLAN	08/10/22		
M103	3RD FLOOR DEMO PLAN	08/10/22		
ELECTRICAL - Prepared by: Genesis Engineering Group, LLC				
E101	GROUND FLOOR DEMO PLAN	08/10/22		
E102	2ND FLOOR DEMO PLAN	08/10/22		
E103	3RD FLOOR DEMO PLAN	08/10/22		
ADDITION DOCUMENTS				
ARCHITECTURAL - Prepared by: BWAS Design PLLC				
A1.01	1ST FLOOR PLAN	06/23/26		
A1.02	2ND FLOOR PLAN	06/23/26		
A1.03	3RD FLOOR PLAN	06/23/26		
A3.01	BUILDING ELEVATION EXISTING	08/07/26		
A3.02	3D VIEWS - EXISTNIG	08/07/26		
A3.03	BUILDING ELEVATION RENOVATION	08/07/26		
A3.04	3D VIEWS - RENOVATION	08/07/26		

EXHIBIT "B"

Peninsular Telephone Company Building Renovation

Allowances

By: NDC Construction Company

Dated: 09/15/2026

The following allowances were used in creating the GMP:

Division 1 – General Conditions

1. A 10% allowance ($123,755.00) for Contingency has been included.

Division 2 -Sitework

1. An allowance of $45,000.00 has been included for Asbestos Abatement

Division 8 – Doors and Windows

1. An allowance of $259,800.00 has been included for Storefront and Windows

EXHIBIT C

Qualifications & Clarifications

Peninsular Telephone Company Building Renovation

DESIGN-BUILD PHASING AND DELIVERABLES SCHEDULE

This Exhibit is attached to and made a part of the Agreement between Owner and Construction Manager at Risk (CMAR) dated September 15, 2026 (the "Agreement") for the Peninsular Telephone Building Renovation Project. (the "Project"). Owner and Construction Manager acknowledge and agree that the scope of the Project shall include design-build services outlined herein (the "Design-Build Services") in conjunction with the construction management services otherwise requirements to be performed by the Construction Manager within the Agreement for each Project. This Exhibit shall apply to the Project only and shall not otherwise modify the terms and conditions of the Agreement as it may apply to any future project.

The Design-Build Services shall be executed in sequential, fast-tracked phases as further described below to align with the Guaranteed Maximum Price (GMP) milestones.

Definitions:

- **Target Budget:** The scope of Work included within the Target Budget are portions of the Work for which design is incomplete, or pricing cannot yet be finalized. The Target Budget represents the current best estimate of cost based on available design information. The Target Budget is not a cost guarantee; it is a contractual planning value that will be refined and converted into a GMP through progressive design development and procurement and shall be evidenced by written agreement mutually executed by Owner and Construction Manager.
- **Partial or Full GMP:** The scope of Work included within the GMP are the portions of the Work for which the Construction Manager provides a Guaranteed Maximum Price. The GMP includes all direct costs, CM fee, and CM contingency applicable to those scopes.

1. Part 1: Interior Demolition, Early Investigation, Exterior Elevator Tower and Complete Design

This phase focuses on immediate site control, hazardous material investigation (Abatement), exterior elevator shaft construction, selective demolition to expose structural components for exact field verification, existing exterior window replacement and complete design fees for Architectural, Structural, Mechanical, Electrical and Plumbing drawings.

- **Design Deliverables:** Demolition plans, signed and sealed structural drawings for exterior elevator shaft, hazardous material abatement scopes, utility capping layouts, and structural shoring safety drawings, if applicable.
- **Partial GMP:** Selective demolition, asbestos survey and abatement allowance, exterior elevator shaft, existing exterior window replacement and complete design including Architectural, Structural, Mechanical, Electrical and Plumbing as per attached Appendices.
- **Owner Review:** 10 business days to approve GMP and Target Budget.

2. Part 2: Construction Documents (CD), Final Permitting & Final Construction

This phase produces the final, fully coordinated documents required for complete building permits and comprehensive field construction.

- **Design Deliverables:** 100% complete construction drawings, signed/sealed professional engineering calculations and code compliance checklists.
- **Target Budget:** Scopes of work not fully designed and anticipated for the complete buildout.
- **Full GMP:** Incorporates all remaining scopes per the 100% complete construction drawings as described in the GMP Amendment.
- **Owner Review:** 10 business days to approve spatial programming and infrastructure strategy.

3. Fast-Track Authorization

The Owner will issue a Notice to Proceed (NTP) for Part 1 (Interior Demolition) construction while Part 2 design work is still ongoing. Execution of early construction does not relieve the CMAR of its duty to coordinate the 100% Construction Documents. NTP for Part 2 will be issued upon 100% complete Construction Documents and conformation of the Full GMP. The following items were presumed in the development of the Part I GMP Proposal. The qualifications and clarifications are intended to supplement the Part I GMP Proposal.

Scope of Work Clarifications

The Scope of Work Clarifications include the following:

Division #01 – General Requirements

1. Cost associated with Permit Fees are by Owner.
2. Cost associated with Impact Fees are by Owner.
3. Cost associated with Threshold Inspection Services are by Owner, if required.
4. Cost associated with Right of Way Usage Fees are by Owner.
5. Cost associated with Public Art Fees are by Owner.
6. Cost associated with Soils and Concrete Testing are by Owner.
7. Cost associated with Builder's Risk are by Owner.
8. The cost for Subcontractor Default Insurance has been included by NDC.
9. Payment and Performance bond has been excluded by NDC.
10. NDC has included the cost of Architectural and MEP design services for shell only.
11. NDC has included a budget of $25,000 dollars for Civil Engineering services if required.
12. NDC has included 2 months of limited General Conditions costs for the part one scope of work.

Division #02 – Sitework / Building Demolition

1. NDC has included an allowance of $35,000.00 for a new fire service to the building and miscellaneous site work for the installation of the elevator shaft.
2. NDC has included an allowance of $45,000.00 for asbestos abatement for the removal of the existing floor tile that has been shown to contain asbestos.

Page 2 of 3

3. NDC has included cost for base building demolition along with miscellaneous demolition, temporary shoring at new stairs, removal of existing windows, slab trenching for new plumbing, existing MEP removals and the halon system removal.

Division #03 & #4 – Concrete & Masonry

1. NDC has included concrete cost for the new elevator pit, elevator machine room foundations, tie beams and cast-in-placed roof lids.
2. NDC has included masonry cost for the elevator shaft and machine room.

Division #05 – Metals

1. NDC has included the cost for the required elevator hoist beams.

Division #08 – Doors and Windows

1. NDC hs included an allowance to provide new store front entrances and windows. Windows and entrances frames have been figured to be impact rated YKK frames with insulated laminated glass.

Division #14 – Elevators

1. NDC will provide and install one 3,500 lb, 100 FPM, three-stop holeless hydraulic passenger elevator complete with cab finishes, entrances, controls, fixtures, emergency lowering, and required communication/safety systems.

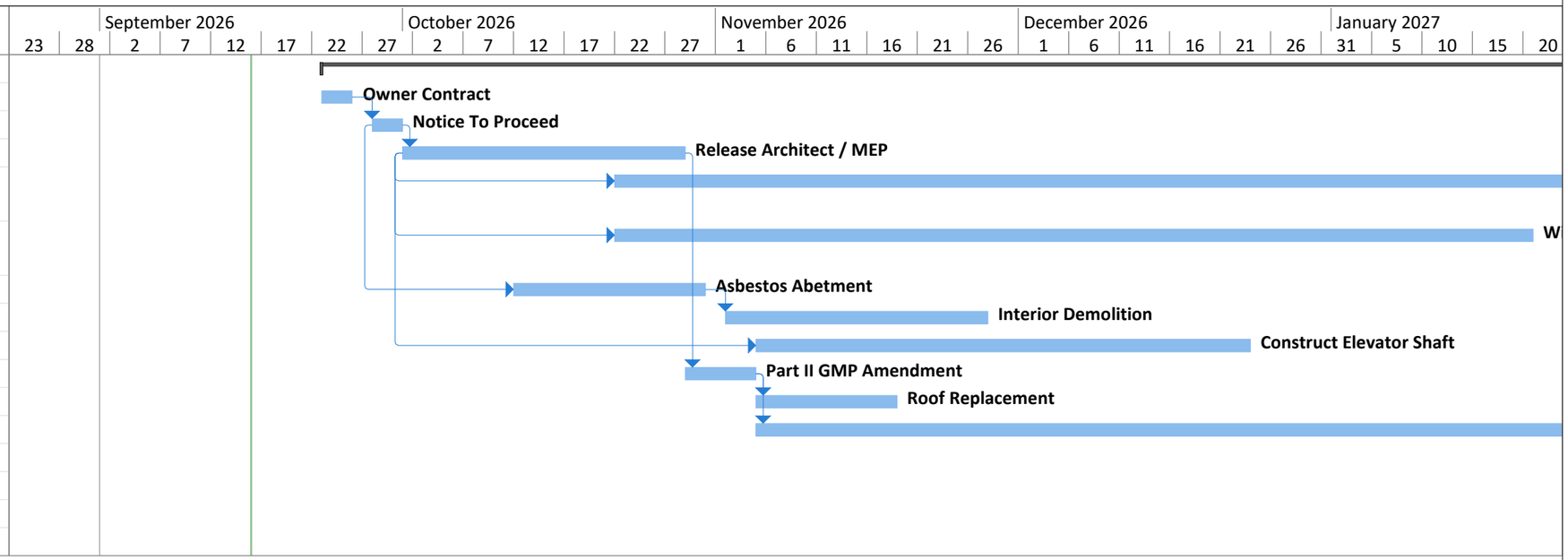
Division #16 – Electrical

1. NDC has included cost of $10,000.00 for miscellaneous electrical work to support the installation of the elevator.

Page 3 of 3

Peninsular Telephone Company Building Renovation

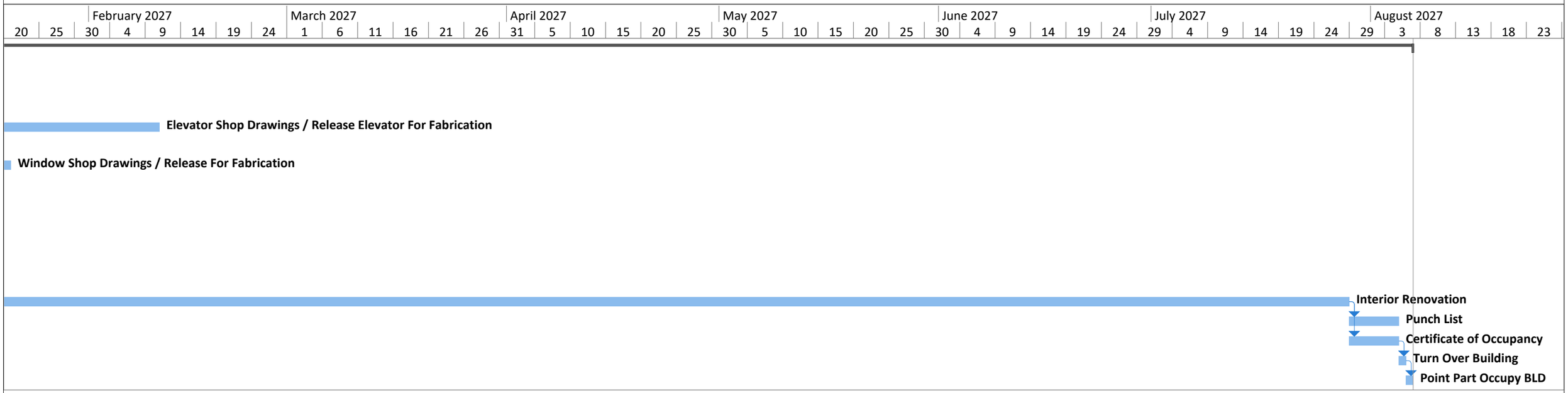
ID	Task Name	Start	Finish
1	**Building Renovation**	**Wed 9/23/26**	**Fri 8/6/27**
2	Owner Contract Part I GMP	Wed 9/23/26	Fri 9/25/26
3	Notice To Proceed	Mon 9/28/26	Wed 9/30/26
4	Release Architect / MEP - Shell C	Thu 10/1/26	Wed 10/28/26
5	Elevator Shop Drawings / Release Elevator For	Thu 10/22/26	Wed 2/10/27
6	Window Shop Drawings / Release For Fabrication	Thu 10/22/26	Wed 1/20/27
7	Asbestos Abatement	Mon 10/12/26	Fri 10/30/26
8	Interior Demolition	Mon 11/2/26	Fri 11/27/26
9	Construct Elevator Shaft	Thu 11/5/26	Wed 12/23/26
10	Part II GMP Amendment	Thu 10/29/26	Wed 11/4/26
11	Roof Replacement	Thu 11/5/26	Wed 11/18/26
12	Interior Renovation	Thu 11/5/26	Wed 7/28/27
13	Punch List	Thu 7/29/27	Wed 8/4/27
14	Certificate of Occupancy	Thu 7/29/27	Wed 8/4/27
15	Turn Over Building	Thu 8/5/27	Thu 8/5/27
16	Point Park Occupy BLD	Fri 8/6/27	Fri 8/6/27



Project: msproj11
Date: Wed 9/16/26

Task	Project Summary	Inactive Milestone	Manual Summary Rollup	Deadline
Split	External Tasks	Inactive Summary	Manual Summary	Progress
Milestone	External Milestone	Manual Task	Start-only	Manual Progress
Summary	Inactive Task	Duration-only	Finish-only	

Peninsular Telephone Company Building Renovation



Project: msproj11
Date: Wed 9/16/26

Task	Project Summary	Inactive Milestone	Manual Summary Rollup	Deadline
Split	External Tasks	Inactive Summary	Manual Summary	Progress
Milestone	External Milestone	Manual Task	Start-only	Manual Progress
Summary	Inactive Task	Duration-only	Finish-only	

EXHIBIT E

AFFIDAVIT OF NO CONFLICT

TO: The CITY OF BRADENTON, herein called the "Owner."

Pursuant to bidding requirements for the work titled "PENINSULAR BUILDING ____,"

the enclosed contract documents shall be provided to the Owner.

State of FLORIDA

County of MANATEE

ADAM PHILLIPS, being first duly
(Officer's Name)

sworn, deposes, and says that:

A. He\She is VICE PRESIDENT (officer's title) of NDC CONSTRUCTION COMPANY (company name), the Bidder that has submitted the attached bid;

B. He\She is fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

C. Such bid is genuine and is not a collusive or sham bid;

D. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Bidder, firm, or person to submit a collusive or sham bid in connection with the contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached bid or of any other Bidder, or to fix any overhead, profit, or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the _ or any person interested in the proposed contract; and

EXHIBIT E

E. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, ~~representatives,~~ owners, employees, or parties in interest, including this ~~affiant~~.

(Signed) _____

ADAM PHILLIPS

STATE OF FLORIDA
COUNTY OF

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or ☐ online notarization, this 15th day of Sept, 20 25, by Adam Phillips who is X Personally Known OR _____ Produced Identification, Type of Identification Produced _____.

Signature of Notary Public - State of Florida)
(Print, Type, or Stamp Commissioned Name of Notary Public)

Jessica Van Ostenbridge

Notary Public State of Florida
Jessica Van Ostenbridge
My Commission HH 833728
Expires 12/10/2027

(Seal)
Commission Expires: 12/10/2027

EXHIBIT F

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/15/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Alliant Insurance Services, Inc.
1501 Reedsdale Street, Suite 3005
Pittsburgh PA 15233

License#: 0C36861

CONTACT NAME: Alliant Insurance Services
PHONE (A/C, No, Ext): **FAX (A/C, No):**
E-MAIL ADDRESS: CSGPghCertRequest@alliant.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : North River Insurance Company	21105
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
NDC Construction Company
1001 Third Ave West, Suite 600
Bradenton FL 34205

NDCCONS-01

COVERAGES **CERTIFICATE NUMBER:** 1038661466 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. *LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. LIMITS SHOWN ARE INCLUSIVE OF AMOUNTS REQUESTED BY THE CERTIFICATE HOLDER AND MAY NOT REFLECT POLICY LIMIT AMOUNTS IN EXCESS OF THOSE REQUESTED. ***Not Applicable in WY**

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	[ ] CLAIMS-MADE [ ] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	[ ] POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$
	[ ] OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	[ ] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	[ ] UMBRELLA LIAB [X] OCCUR			5821530012	5/30/2026	5/30/2027	EACH OCCURRENCE	$ 5,000,000
	[X] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 5,000,000
	[ ] DED [ ] RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[ ] PER STATUTE [ ] OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Evidence of Coverage

CERTIFICATE HOLDER

City of Bradenton
101 Old Main Street
Bradenton FL 34205

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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Construction Services Group

Alliant

September 16, 2026

Adam Phillips
NDC Construction Company
1001 3rd Avenue West, Suite 600
Bradenton, FL 34205

Re:		
	Principal:	NDC Construction Company
	Type of Bond:	Performance and Payment Bond
	Bond Number:	ES00027330
	Obligee:	The City of Bradenton
	Description:	Peninsular Telephone Company Building 1009 4th Avenue West, Bradenton, Florida
	Bond Amount:	$1,485,436.82

Adam,

Enlosed please find the above referenced Performance and Payment Bond.

An authorized individual of NDC Construction Company must sign and seal the Bonds prior to filing with the Obligee.

Please do not hesitate to contact us should you have any questions.

Sincerely,

Abby Simkin

Abby Simkin

Enclosures

Cc: Everest Reinsurance Company

PERFORMANCE BOND

CONTRACTOR (*Name and Address*):
NDC Construction Company
1001 Third Avenue West, Suite 600
Bradenton, FL 34205

SURETY (*Name, and Address of Principal Place of Business*):
Everest Reinsurance Company
100 Everest Way
Warren, NJ 07059

OWNER (*Name and Address*):
The City of Bradenton
101 Old Main Street
Bradenton, FL 34205

CONTRACT
Effective Date of Agreement:
Amount: One Million Four Hundred Eighty Five Thousand Four Hundred Thirty Six & 82/100 ($1,485,436.82)
Description (*Name and Location*): Peninsular Telephone Company Building
1009 4th Avenue West, Bradenton, Florida

BOND
Bond Number: ES00027330
Date (*Not earlier than Effective Date of Agreement*):

Amount: One Million Four Hundred Eighty Five Thousand Four Hundred Thirty Six & 82/100 ($1,485,436.82)
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**
NDC Construction Company (Seal)	Everest Reinsurance Company (Seal)
Contractor's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	By: _____
Signature	Signature (Attach Power of Attorney)
ADAM PHILLIPI	Abigayle Simkin
Print Name	Print Name
VICE PRESIDENT	Attorney-In-Fact
Title	Title
Attest: /Witness: J Van Osterbridge	Attest: /Witness: _____
Signature	Signature
Contract manages	Andrew Bly, Witness
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: Alliant Insurance Services, Inc. 1501 Reedsdale Street, Suite 3005, Pittsburgh, PA 15233
Owner's Representative (*Engineer or other party*):

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:	ES00027330
CONTRACTOR NAME:	NDC Construction Company
CONTRACTOR ADDRESS:	1001 Third Avenue West, Suite 600
	Bradenton, FL 34205
CONTRACTOR PHONE NO:	941-747-1062
SURETY COMPANY:	Everest Reinsurance Company
	100 Everest Way, Warren, NJ 07059
OWNER NAME:	The City of Bradenton
OWNER ADDRESS:	101 Old Main Street, Bradenton, FL 34205
OWNER PHONE NO.:	941-932-9400
OBLIGEE NAME: (If contracting entity is different from the owner, the contracting public entity)	
OBLIGEE ADDRESS:	
OBLIGEE PHONE NO.:	
BOND AMOUNT:	One Million Four Hundred Eighty Five Thousand Four Hundred Thirty Six & 82/100 ($1,485,436.82)
CONTRACT NO.: (If applicable)	
DESCRIPTION OF WORK:	Peninsular Telephone Company Building
PROJECT LOCATION:	1009 4th Avenue West, Bradenton, Florida
LEGAL DESCRIPTION: (If applicable)	

FRONT PAGE

All other bond page(s) are deemed subsequent to this page regardless of any page number(s) that may be printed therein.

everest™

POWER OF ATTORNEY
EVEREST REINSURANCE COMPANY

KNOW ALL PERSONS BY THESE PRESENTS: That Everest Reinsurance Company, a corporation of the State of Delaware ("Company") having its principal office located at Warren Corporate Center, 100 Everest Way, Warren, New Jersey, 07059, do hereby nominate, constitute, and appoint:

James L. Bly, Pamela L. Nunez, Andrew Bly, Ryan Burke, Abigayle Simkin, Emily Wilson, Jessica Tomshay

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on April 21, 2016:

***RESOLVED**, that the President, any Executive Vice President, and any Senior Vice President are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.*

***RESOLVED, FURTHER**, that the President, any Executive Vice President, and any Senior Vice President are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.*

***RESOLVED, FURTHER**, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.*

IN WITNESS WHEREOF, Everest Reinsurance Company has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 22nd day of January 2025.

Everest Reinsurance Company

By: Anthony Romano, Senior Vice President

On this 22nd **day of January 2025**, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS
Notary Public, State of New York
No 01R06239736
Qualified in Queens County
Term Expires April 25, 2027

Linda Robins, Notary Public

I, Sylvia Semerdjian, Secretary of Everest Reinsurance Company do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporation as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATION, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, this _____ day of _____202__.

By: Sylvia Semerdjian, Secretary

ES 00 01 04 16

PAYMENT BOND

Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CONTRACTOR (*Name and Address*):
NDC Construction Company
1001 Third Avenue West, Suite 600
Bradenton, FL 34205

SURETY (*Name, and Address of Principal Place of Business*):
Everest Reinsurance Company
100 Everest Way
Warren, NJ 07059

OWNER (*Name and Address*):
The City of Bradenton
101 Old Main Street
Bradenton, FL 34205

CONTRACT
Effective Date of Agreement:
Amount: One Million Four Hundred Eighty Five Thousand Four Hundred Thirty Six & 82/100 ($1,485,436.82)
Description (*Name and Location*): Peninsular Telephone Company Building
1009 4th Avenue West, Bradenton, Florida

BOND
Bond Number: ES00027330
Date (*Not earlier than Effective Date of Agreement*):
Amount: One Million Four Hundred Eighty Five Thousand Four Hundred Thirty Six & 82/100 ($1,485,436.82)
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	SURETY
NDC Construction Company (Seal)	Everest Reinsurance Company (Seal)
Contractor's Name and Corporate Seal	Surety's Name and Corporate Seal
By: _____	By: _____
Signature	Signature (Attach Power of Attorney)
ADAM PHILLIPS	Abigayle Simkin
Print Name	Print Name
VICE PRESIDENT	Attorney-In-Fact
Title	Title
Attest: Witness: J Van Ostenbridge	Attest: Witness: _____
Signature	Signature
Contract Manager	Andrew Bly, Witness
Title	Title

Note: Provide execution by additional parties, such as joint venturers, if necessary.

1. Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to Owner to pay for labor, materials, and equipment furnished by Claimants for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to Owner, this obligation shall be null and void if Contractor:

2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2 Defends, indemnifies, and holds harmless Owner from all claims, demands, liens, or suits alleging non-payment by Contractor by any person or entity who furnished labor, materials, or equipment for use in the performance of the Contract, provided Owner has promptly notified Contractor and Surety (at the addresses described in Paragraph 12) of any claims, demands, liens, or suits and tendered defense of such claims, demands, liens, or suits to Contractor and Surety, and provided there is no Owner Default.

3. With respect to Claimants, this obligation shall be null and void if Contractor promptly makes payment, directly or indirectly, for all sums due.

4. Surety shall have no obligation to Claimants under this Bond until:

4.1 Claimants who are employed by or have a direct contract with Contractor have given notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2 Claimants who do not have a direct contract with Contractor:

1. Have furnished written notice to Contractor and sent a copy, or notice thereof, to Owner, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials or equipment were furnished or supplied, or for whom the labor was done or performed; and
2. Have either received a rejection in whole or in part from Contractor, or not received within 30 days of furnishing the above notice any communication from Contractor by which Contractor had indicated the claim will be paid directly or indirectly; and
3. Not having been paid within the above 30 days, have sent a written notice to Surety (at the address described in Paragraph 12) and sent a copy, or notice thereof, to Owner, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to Contractor.

5. If a notice by a Claimant required by Paragraph 4 is provided by Owner to Contractor or to Surety, that is sufficient compliance.

6. When a Claimant has satisfied the conditions of Paragraph 4, the Surety shall promptly and at Surety's expense take the following actions:

6.1 Send an answer to that Claimant, with a copy to Owner, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2 Pay or arrange for payment of any undisputed amounts.

7. Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by Surety.

8. Amounts owed by Owner to Contractor under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any performance bond. By Contractor furnishing and Owner accepting this Bond, they agree that all funds earned by Contractor in the performance of the Contract are dedicated to satisfy obligations of Contractor and Surety under this Bond, subject to Owner's priority to use the funds for the completion of the Work.

9. Surety shall not be liable to Owner, Claimants, or others for obligations of Contractor that are unrelated to the Contract. Owner shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders, and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by Paragraph 4.1 or Paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to Surety, Owner, or Contractor shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, Owner, or Contractor, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, Contractor shall promptly furnish a copy of this Bond or shall permit a copy to be made.

15. Definitions

15.1 Claimant: An individual or entity having a direct contract with Contractor, or with a first-tier subcontractor of Contractor, to furnish labor, materials, or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of Contractor and Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

15.2 Contract: The agreement between Owner and Contractor identified on the signature page, including all Contract Documents and changes thereto.

15.3 Owner Default: Failure of Owner, which has neither been remedied nor waived, to pay

Contractor as required by the Contract, or to perform and complete or otherwise comply with the other terms thereof.

FOR INFORMATION ONLY – (*Name, Address, and Telephone*) Surety Agency or Broker: Alliant Insurance Services, Inc.
1501 Reedsdale Street, Suite 3005
Pittsburgh, PA 15233

Owner's Representative (*Engineer or other*):

everest™

POWER OF ATTORNEY
EVEREST REINSURANCE COMPANY

KNOW ALL PERSONS BY THESE PRESENTS: That Everest Reinsurance Company, a corporation of the State of Delaware ("Company") having its principal office located at Warren Corporate Center, 100 Everest Way, Warren, New Jersey, 07059, do hereby nominate, constitute, and appoint:

James L. Bly, Pamela L. Nunez, Andrew Bly, Ryan Burke, Abigayle Simkin, Emily Wilson, Jessica Tomshay

its true and lawful Attorney(s)-in-fact to make, execute, attest, seal and deliver for and on its behalf, as surety, and as its act and deed, where required, any and all bonds and undertakings in the nature thereof, for the penal sum of no one of which is in any event to exceed UNLIMITED, reserving for itself the full power of substitution and revocation.

Such bonds and undertakings, when duly executed by the aforesaid Attorney(s)-in-fact shall be binding upon the Company as fully and to the same extent as if such bonds and undertakings were signed by the President and Secretary of the Company and sealed with its corporate seal.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Board of Directors of Company ("Board") on April 21, 2016:

***RESOLVED**, that the President, any Executive Vice President, and any Senior Vice President are hereby appointed by the Board as authorized to make, execute, seal and deliver for and on behalf of the Company, any and all bonds, undertakings, contracts or obligations in surety or co-surety with others and that the Secretary or any Assistant Secretary of the Company be and that each of them hereby is authorized to attest to the execution of any such bonds, undertakings, contracts or obligations in surety or co-surety and attach thereto the corporate seal of the Company.*

***RESOLVED, FURTHER**, that the President, any Executive Vice President, and any Senior Vice President are hereby authorized to execute powers of attorney qualifying the attorney named in the given power of attorney to execute, on behalf of the Company, bonds and undertakings in surety or co-surety with others, and that the Secretary or any Assistant Secretary of the Company be, and that each of them is hereby authorized to attest the execution of any such power of attorney, and to attach thereto the corporate seal of the Company.*

***RESOLVED, FURTHER**, that the signature of such officers named in the preceding resolutions and the corporate seal of the Company may be affixed to such powers of attorney or to any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be thereafter valid and binding upon the Company with respect to any bond, undertaking, contract or obligation in surety or co-surety with others to which it is attached.*

IN WITNESS WHEREOF, Everest Reinsurance Company has caused their corporate seals to be affixed hereto, and these presents to be signed by their duly authorized officers this 22nd day of January 2025.

Everest Reinsurance Company

By: Anthony Romano, Senior Vice President

On this 22nd **day of January 2025**, before me personally came Anthony Romano, known to me, who, being duly sworn, did execute the above instrument; that he knows the seal of said Company; that the seal affixed to the aforesaid instrument is such corporate seal and was affixed thereto; and that he executed said instrument by like order.

LINDA ROBINS
Notary Public, State of New York
No 01R06239736
Qualified in Queens County
Term Expires April 25, 2027

Linda Robins, Notary Public

I, Sylvia Semerdjian, Secretary of Everest Reinsurance Company do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporation as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATION, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company, this _____ day of _____202__.

By: Sylvia Semerdjian, Secretary

ES 00 01 04 16

EXHIBIT H - STANDARD FORMS
Contractor's Application for Payment No.

	Application Period:	Application Date:
To (Owner):	From (Contractor):	Via (Engineer):
Project:	Contract:	
Owner's Contract No.:	Contractor's Project No.:	Engineer's Project No.:

Application For Payment

Change Order Summary

Approved Change Orders		
Number	Additions	Deductions
TOTALS		
NET CHANGE BY CHANGE ORDERS		

1. ORIGINAL CONTRACT PRICE..... $ _____

2. Net change by Change Orders..... $ _____

3. Current Contract Price (Line 1 ± 2)..... $ _____

4. TOTAL COMPLETED AND STORED TO DATE
(Column F on Progress Estimate)..... $ _____

5. RETAINAGE:

a. ____ **X** ____ **Work Completed..... $** _____

b. _____ **X** _____ **Stored Material..... $** _____

c. Total Retainage (Line 5a + Line 5b)..... $ _____

6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5c)..... $ _____

7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... $ _____

8. AMOUNT DUE THIS APPLICATION..... $ _____

9. BALANCE TO FINISH, PLUS RETAINAGE
(Column G on Progress Estimate + Line 5 above)..... $ _____

Contractor's Certification

The undersigned Contractor certifies that to the best of its knowledge: (1) all previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with Work covered by prior Applications for Payment; (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to Owner at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to Owner indemnifying Owner against any such Liens, security interest or encumbrances); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

By:	Date:

Payment of: $ _____
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____ _____
(Engineer) (Date)

Payment of: $ _____
(Line 8 or other - attach explanation of the other amount)

is approved by: _____ _____
(Owner) (Date)

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

Progress Estimate - Lump Sum Work

Contractor's Application

For (Contract):					Application Number:			
Application Period:					Application Date:			
			Work Completed		E	F		G
A		B	C	D	Materials Presently Stored (not in C or D)	Total Completed and Stored to Date (C + D + E)	% (F / B)	Balance to Finish (B - F)
Specification Section No.	Description	Scheduled Value ($)	From Previous Application (C+D)	This Period				
	Totals							

Progress Estimate - Unit Price Work

Contractor's Application

For (Contract):											Application Number:			
Application Period:											Application Date:			
A					B	C				D	E	F	G	H
Item		Bid Item Quantity	Bid Item Unit	Unit Price	Bid Item Value ($)	Estimated Quantity Installed Previous Period		Estimated Quantity Installed This Period		Value of Work Installed to Date	Materials Presently Stored (not in C)	Total Completed and Stored to Date (D + E)	% (F / B)	Balance to Finish (B - F)
Bid Item No.	Description					Quantity	Amount	Quantity	Amount					
	Totals													

Stored Material Summary

Contractor's Application

For (Contract):								Application Number:			
Application Period:								Application Date:			
A		B	C		D		E		F		G
Bid Item No.	Supplier Invoice No.	Submittal No. (with Specification Section No.)	Storage Location	Description of Materials or Equipment Stored	Stored Previously		Amount Stored this Month ($)	Subtotal Amount Completed and Stored to Date (D + E)	Incorporated in Work		Materials Remaining in Storage ($) (D + E - F)
					Date Placed into Storage (Month/Year)	Amount ($)			Date (Month/ Year)	Amount ($)	
				Totals							

CERTIFICATE OF SUBSTANTIAL COMPLETION

Project:	
Owner: City of Bradenton	Owner's Contract No.:
Contract:	

This definitive Certificate of Substantial Completion applies to:

All Work under the Contract Documents:

_____

_____

_____

_____

_____
Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared and is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below.

A definitive list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:

Amended Responsibilities Not Amended

Owner's Amended Responsibilities:

_____

_____

_____

Contractor's Amended Responsibilities:

_____

_____

_____

_____

The following documents are attached to and made part of this Certificate:

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.

Executed by Engineer	Date
Accepted by Contractor	Date
Accepted by Owner	Date

CERTIFICATE OF GUARANTEE

OWNER/CLIENT:_____ PROJECT NO.:_____ PROJECT MANAGER: _____

ENGINEER:_____ PROJECT NO.:_____ PROJECT MANAGER: _____

CONTRACTOR:_____ PROJECT NO.:_____ PROJECT MANAGER: _____

PROJECT NAME: _____

DESCRIPTION OF WORK: _____

DATE OF ISSUANCE: _____

The Work under the Contract, except as expressly excluded, and all of its subcontracts, severally and collectively, whether herein stipulated in each case or not, shall be guaranteed against faulty workmanship and/or material as specified below from date of acceptance of the work. The provisions of the guarantee and/or guarantees shall be incumbent on all parties of the work, including the Contractor, each subcontractor, all material supply houses and all manufacturers whose products and/or equipment are incorporated into the facilities.

Neither the Certificate of Substantial Completion, Final Certificate of Payment, nor any provision in the Contract Documents, nor partial or entire use or occupancy of the premises by the Owner shall constitute an acceptance of work, materials, or equipment not performed or installed in accordance with the Contract Documents, or relieve the Contractor or his Sureties of liability in respect to any warranties or responsibility for faulty materials or workmanship.

The Contractor shall guarantee all materials and equipment furnished and work performed for a period of one (1) year from the date of Substantial Completion. The Contractor warrants and guarantees for a period of one (1) year from the date of Substantial Completion of the system that the completed system is free from all defects due to faulty materials or workmanship and the Contractor shall promptly make such corrections as may be necessary by reason of such defects, including the repairs of any damage to other parts of the system resulting from such defects with reasonable promptness. In the event that the Contractor should fail to make such repairs, adjustments, or other work that may be necessary by such defects, the Owner may do so and charge the Contractor the cost thereby incurred. The Maintenance Bond shall remain in full force and effect through the guarantee period.

CONTRACTOR	BY	DATE
ENGINEER	BY	DATE
OWNER	BY	DATE

XC: DESIGN ENGINEER - CONSTRUCTION ENGINEER - CONTRACTOR - OWNER

OTHER: _____

CHANGE ORDER (CO) NO. _____

OWNER/CLIENT: _____ PROJECT NO.: _____ PROJECT MANAGER: _____

ENGINEER: _____ PROJECT NO.: _____ PROJECT MANAGER: _____

CONTRACTOR: _____ PROJECT NO.: _____ PROJECT MANAGER: _____

PROJECT NAME: _____

DATE OF ISSUANCE: _____ EFFECTIVE DATE: _____

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

CHANGE IN CONTRACT PRICE:

Original Contract Price:

$_____

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

$_____

Contract Price prior to this Change Order:

$_____

[Increase/Decrease] of this Change Order:

$_____

Contract Price incorporating this Change Order:

$_____

CHANGE IN CONTRACT TIMES:

Original Contract Times: ☐ Working days ☐ Calendar days

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

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

Substantial completion (days): _____

Ready for final payment (days): _____

Contract Times prior to this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

[Increase/Decrease] of this Change Order:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

Contract Times with all approved Change Orders:

Substantial completion (days or date): _____

Ready for final payment (days or date): _____

DESCRIPTION OF CHANGE (Attach additional sheets if required.)	DEDUCT	ADD
SUBTOTAL		

ATTACHMENTS
(List documents supporting change.)

_____

_____

_____

_____

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

RECOMMENDED:
By: _____
Engineer (Authorized Signature)
Date: _____

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

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

Approved by Funding Agency (if applicable):

_____

Date: _____

AGENDA ITEM NO. 9.a

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: September 23, 2026

SUBMITTED BY: Corey Fortin, City Administration

ITEM TYPE: Agreement

AGENDA SECTION: UNFINISHED BUSINESS

SUBJECT: Agreement for the Development of Property and Redevelopment Incentives for 1525 Ballard Park Drive and 907 15th Street West

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
This is an Agreement for the Development of Property and Redevelopment Incentives between the CRA, the City, and the Developer for the development of a 145-unit multi-family project at 1525 Ballard Park Drive and 907 15th Street West.

Following the CRA Board's directive on April 22, 2026, staff and CRA legal counsel have negotiated and codified the terms of this Agreement. The development represents and estimated capital investment of approximately $28,855,000 and is directly aligned with the CRA's mission to revitalize the Tamiami Trail and Downtown District areas through workforce housing and sustainable redevelopment. The Agreement, Section 5.4(5), provides for a waiver by the City of 30% of the impact fees for the project for Parks, Police, Fire, Water and Sewer. City Council approved the waiver of 30% of the impact fees at the June 10, 2026 City Council meeting, and the CRA Board agreed to reimbursement of 70% of the impact fees to developer by the CRA.

The proposed development is a 145-unit multi-family project located on properties spanning both the Tamiami Trail Community Redevelopment Area and the

Downtown Community Redevelopment Area, both of which are currently set to sunset on September 30, 2040. The project will require demolition of the structures on the City owned site and construction of a new multi-family building, advancing the CRA's urban infill and redevelopment goals for the area. The project is designed to generate meaningful increment revenue while contributing to the workforce housing and community development objectives of both the CRA and the City.

Consistent with the CRA's Sustainable Redevelopment Plans and Sustainable Redevelopment Incentives Program (SRIP), the Agreement authorized financial support to the Developer under the following terms:

- Annual reimbursement payments will be derived strictly from the increment revenues generated by the project. The base annual reimbursement payment is 50% of the annual increment revenue generated by the project, with additional reimbursement percentages applied based on add-on incentives approved pursuant to the SRIP and described in Exhibit B to the Agreement. The final annual reimbursement percentage and total reimbursement payment cap will be determined once the project is placed on the property tax rolls and memorialized by addendum to the Agreement prior to the commencement of any reimbursement payments.

- Total reimbursement payment is capped at 12% of the difference between the appraised value of the project site prior to and following substantial completion of the project, as determined by the Manatee County Property Appraiser. An illustrative estimated calculation is provided in the cost-benefit analysis included as Exhibit B to the Agreement. Reimbursement payments will continue annually until the total reimbursement payment has been paid in full or until the CRA Districts sunset on September 30, 2040, whichever occurs first.

- The City, in recognition of the Developer's commitment to provide workforce housing units within the project, has agreed to waive 30% of the impact fees assessed for the project for parks, police, fire, roads, water, and sewer. This waiver is established as a covenant of the City within the Agreement.

- In addition to the City's impact fee waiver, the CRA will reimburse the Developer for up to 70% of the impact fees paid for the project for parks, police, fire, roads, water, and sewer. The CRA impact fee reimbursement request, which must include a copy of the certificate of occupancy for the project and proof of payment of all applicable impact fees.

FINANCIAL IMPACT:
This Agreement formalizes financial reimbursements related to increment revenue and impact fee reductions. See details contained in document and exhibits of proportionate reductions and reimbursement. Sale of properties to Developer will generate gross proceeds of $555,088 to the City.

ATTORNEY REVIEW/RECOMMENDATION:
CRA legal counsel drafted the Agreement and conferred with both the CRA and City Administration as to acceptable terms and conditions.

SUGGESTED MOTION:
Motion to approve the Agreement for the Development of Property and Redevelopment Incentives for 1525 Ballard Park Drive and 907 15th Street West and authorize execution of the necessary documents by the Mayor.

ATTACHMENTS:
Agreement for the Development of Property and Redevelopment Incentives for 1525 Ballard Park Drive and 907 15th Street West

AGREEMENT FOR THE DEVELOPMENT OF PROPERTY AND REDEVELOPMENT INCENTIVES

BETWEEN

THE CITY OF BRADENTON, FLORIDA

AND

THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BRADENTON, FLORIDA

AND

[_____][1]

Dated this __ day of _____, 202_

[1] [1] DRAFT NOTE: Developer intends to form a single purpose entity for purposes of this project; reserving input of subsidiary or affiliate entity (under common ownership or control of Developer) – as permitted by the terms of Section 23.h of Purchase Agreement

AGREEMENT FOR THE DEVELOPMENT OF PROPERTY AND REDEVELOPMENT INCENTIVES

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"A" Legal Description
"B" Application, Estimated Cost Benefit Analysis, Add-On Incentives, and Description
"C" Memorandum of Agreement
"D" Project Schedule
"E" Project Concept

AGREEMENT FOR THE DEVELOPMENT OF PROPERTY AND REDEVELOPMENT INCENTIVES

THIS AGREEMENT FOR THE DEVELOPMENT OF PROPERTY AND REDEVELOPMENT INCENTIVES is made and entered into this _____ day of _____, 202__ by and between the CITY OF BRADENTON, FLORIDA, a municipal corporation of the State of Florida (the "City"), the COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BRADENTON, FLORIDA, a dependent special district of the City of Bradenton, created pursuant to Part III, Chapter 163, Florida Statutes (the "CRA"), and [_____, a _____] (the "DEVELOPER").

WITNESSETH:

WHEREAS, pursuant to Part III, Chapter 163, Florida Statutes, the Community Redevelopment Act of 1969 (the "Act"), as amended, the City has previously created the CRA to undertake redevelopment within the corporate limits of the City pursuant to the Act; and

WHEREAS, on November 24, 1993, the City pursuant to Ordinance No. 2504 created the Tamiami Trail Community Redevelopment Area; and

WHEREAS, the Tamiami Trail Community Redevelopment Area is currently scheduled to sunset on September 30, 2040; and

WHEREAS, on September 28, 2023, the City, upon recommendation of the CRA, adopted the current Sustainable Redevelopment Plan for the Tamiami Trail Community Redevelopment Area; and

WHEREAS, on October 14, 1981, the City pursuant to Ordinance No. 2265 created the Downtown Community Redevelopment Area; and

WHEREAS, the Downtown Community Redevelopment Area is currently scheduled to sunset on September 30, 2040; and

WHEREAS, on September 28, 2023, the City, upon recommendation of the CRA, adopted the current Sustainable Redevelopment Plan for the Downtown Community Redevelopment Area; and

WHEREAS, on April 25, 2024, the CRA Board of Directors, adopted the Sustainable Redevelopment Incentives Program ("SRIP") to promote private sector investment opportunities to encourage sustainable redevelopment in the Downtown, Central and Tamiami Trail Community Redevelopment Areas; and

WHEREAS, the City owns the real property located at 1525 Ballard Park Drive, Bradenton, Florida 34205, and 907 15th Street W., Bradenton, Florida 34205, all as more particularly described in Exhibit "A" attached hereto (the "Project Site")[2]; and

WHEREAS, the Project Site is currently located partially in the Tamiami Trail Community Redevelopment Area and partially within the Downtown Community Redevelopment Area; and

WHEREAS, in June 2025 the City received an unsolicited offer from the Developer to purchase the Project Site; and

WHEREAS, the disposition was advertised in accordance with Section 163.380, Florida Statutes; and

WHEREAS, the Developer's proposal was the only proposal received to purchase the Project Site; and

WHEREAS, the City and the Developer entered into that certain Purchase and Sale Agreement, dated March 02, 2026 (as amended, the "Purchase and Sale Agreement") pursuant to which the Project Site will be conveyed to the Developer in accordance with the terms and conditions set forth therein;

[2] DRAFT NOTE: Given the potential changes in boundaries dues to ROW and easement areas, we recommend not using historical parcel ID numbers and have the legal desc. govern.

WHEREAS, as a condition precedent to the Purchase and Sale Agreement, the City, the CRA, and the Developer are required to enter into a written agreement setting forth the terms and conditions for development of the Project Site and redevelopment incentives associated therewith; and

WHEREAS, on or about April 15, 2026, Developer submitted its SRIP Application to the CRA in connection with the Project; and

WHEREAS, Developer intends to construct a project consisting of a 145-unit multifamily development which will include workforce housing at the Project Site; and

WHEREAS, the Plan encourages new and rehabilitated housing in the Area, including workforce housing and multi-family residential developments, such as the Project; and

WHEREAS, the Developer has represented to the CRA that but for financial assistance from the CRA to offset the cost of constructing the Project and to attain the minimum financial returns sought by real estate equity investors and lenders, the Project as currently envisioned is not feasible and the Developer will not be able to proceed with the Project under its current conceptual plan; and

WHEREAS, the CRA has determined that the use of increment revenue in the Area to incentivize the Project is appropriate and consistent with the Plan and SRIP and should be undertaken by the CRA; and

WHEREAS, at a public meeting of the CRA on April 22, 2026, the CRA voted to approve as an inducement for the Project, that the CRA pay to the Developer Increment Revenues incentives based on the factors and procedures described in the SRIP; and

WHEREAS, under the existing SRIP, the base total incentive amount under the existing SRIP shall not exceed 12% of the difference between the appraised value of the property before

and after the Project, the annual reimbursement base payment shall be 50% of the annual increment revenue generated by the Project, and additional percentages may be added to the annual reimbursement base pursuant to the Application, Estimated Cost Benefit Analysis, Add-On Incentives and Description attached hereto and incorporated herein as Exhibit "B"; and

WHEREAS, after reviewing the proposal and having considered the Project, the CRA has decided to move forward subject to a definitive agreement between the CRA and Developer setting forth the respective duties and responsibilities of the parties in redeveloping the Project Site and the terms and conditions thereof; and

WHEREAS, this Agreement has been prepared and reviewed by the City, the CRA, and the Developer, and the City, the CRA, and the Developer desire to enter into this Agreement to effectuate the redevelopment and use of the Project Site; and

WHEREAS, Developer has requested, as part of the Project, a waiver of certain impact fees from the City in order to construct the Project with workforce housing, and the City has agreed to waive a portion of the impact fees, with the CRA also agreeing to reimburse a portion of the impact fees paid for this purpose; and

WHEREAS, while this Agreement governs the Area, as defined herein, should the Project Site be located within an additional community redevelopment area formed within the City, including but not limited to a new 40-year CRA as contemplated by the City and CRA, and provided such new community redevelopment area is set to sunset after the respective sunset dates for the Area herein, Developer may elect to pursue incentives as may be available pursuant to the new community redevelopment area, and if such incentives are approved by the CRA Board, then Developer, City, and CRA shall negotiate in good faith to amend or restate this Agreement, as applicable, to reflect such incentives.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

1.1 Definitions. The initially capitalized terms defined in this Article 1 shall have the following meanings when used in this Agreement:

(a) "Act" means Part III, Chapter 163, Florida Statutes known and referred to as the Community Redevelopment Act of 1969.

(b) "Agreement" means this Agreement for Development of Property and Redevelopment Incentives, including all Exhibits and all amendments, modifications, addenda, supplements and revisions to this Agreement or to any of the Exhibits.

(c) "Area" means the area in the City designated as the Tamiami Trail Community Redevelopment Area and/or the Downtown Community Redevelopment Area, as applicable, and as defined in the Plan.

(d) "Bond Payments" means payments by the CRA, which are collateralized by a first lien, as of the date of this Agreement, on and payable solely out of revenues pledged to and received by the CRA and deposited into the Redevelopment Trust Fund, to the holders of any bond, as well as any publicly offered bond or private placement with a bank or other lender, issued for the Area.

(e) "Bond Proceedings" means the proceedings authorizing the issuance of future bond offerings for the Area.

(f) "Building Permit" means the permit, certificate, license or other approval by the City or other applicable authority having jurisdiction required to be obtained, issued, granted, or received as the final such permit, certificate, license or approval prior to

commencement of construction, or equipping of any existing structure located on the Project Site, but not including any permit, certificate, license or other approval required for the demolition of any such structure.

(g) "Certificate of Occupancy" means that upon satisfactory completion of a building, structure, electrical, gas, mechanical or plumbing system, a document issued by the authority having jurisdiction certifying a building's compliance with applicable building codes and other laws and indicating it to be in a condition suitable for occupancy.

(h) "City" means the Bradenton, Florida, a Florida municipal corporation and its successors or assigns.

(i) "Commencement Date" means the date when the Developer has received all required site development permits for the Project and begins earthmoving on the Project Site pursuant to a site development permit.

(j) "Construction Documents" means the final set of plans and specifications sealed by the project architect and engineer that are used to construct the phases of the Project.

(k) "Construction Period" means the period of time beginning on the Commencement Date and ending on the Substantial Completion Date.

(l) "CRA" means the Community Redevelopment Agency of the City of Bradenton, Florida.

(m) "Design Documents" means the Site Improvement Plan, site elevation, design concept, any recommended streetscape improvements on or adjacent to the Project, a depiction of the pedestrian and automobile ingress and egress to the Project Site and any automobile parking on the Project Site as prepared by or for the Developer as provided in Article 3 hereof.

(n) "Developer" means [_____], LLC and its successors or assigns.

(o) "Developer Project Costs" means the costs incurred by and the responsibility of the Developer to pay for financing, constructing, equipping, furnishing, and completing the Project and costs related thereto.

(p) "Effective Date" means the date on which this Agreement goes into effect as provided in Section 13.21 hereof.

(q) "Executive Director" means the executive director of the CRA or his or her designee.

(r) "Exhibits" means those agreements, forms of agreements, instruments, legal descriptions, schedules, maps, depictions and other documents attached hereto and designated as Exhibits to this Agreement or incorporated by reference into this Agreement to the same extent as if fully set forth herein.

(s) "Expiration Date" means the date on which this Agreement expires by its own terms and is no longer of any force and effect as provided in Section 13.20 hereof.

(t) "Fiscal Year" means the period of time commencing on October 1 of each year and ending on the next succeeding September 30 or such other consecutive twelve (12) month period as may be hereafter designated by or pursuant to law as the fiscal year of the CRA.

(u) "Force Majeure" means those conditions constituting a basis for excuse from performance by any party hereto of its obligations hereunder, as such conditions are described in and are subject to the provisions of Section 9.1 hereof.

(v) "Increment Revenues" means funds generated from the Area having the same meaning as in Section 163.340(22), Florida Statutes, as it pertains to funds paid by the

taxing authorities with respect to the Area as calculated and deposited in the Redevelopment Trust Fund for the Area pursuant to Section 163.387, Florida Statutes.

(w) "Memorandum of Agreement" means a memorandum of this Agreement in recordable form, between the CRA and Developer highlighting the terms and conditions of this Agreement so any lender or subsequent purchaser of the Project will be on notice of this Agreement and that it imposes conditions and obligations on the owner of the Project Site. (A copy of the form of Memorandum of Agreement is attached hereto as Exhibit "C")

(x) "Overhead Expenses" means the Area's pro-rata share of the core expenses necessary for the continued operation of the CRA paid from the Increment Revenues deposited in the Redevelopment Trust Fund, including but not limited to personnel, office overhead, rental agreements, property leases, and the fixed costs paid to the City for use of the in-house services, but expressly not including any Increment Revenue incentive payments for which the CRA is obligated, contractual or otherwise, to pay, that were approved prior to or after this Agreement.

(y) "Plan" means the Sustainable Community Redevelopment Plan for the Area in effect on the Effective Date of this Agreement.

(z) "Preliminary Design Documents" means a preliminary narrative and graphic description and depiction of the Project, including the concept plan, site elevation, design concept, any recommended streetscape improvements on or adjacent to the Project, a depiction of the pedestrian and automobile ingress and egress to the Project Site and any automobile parking on the Project Site prepared by or for Developer.

(aa) "Project" means the development of an approximately 145-unit multifamily development with a minimum of 10% of the units being set aside for Workforce/Rental Housing on the Project Site, and as further described in this Agreement.

(bb) "Project Concept" means the project description, the renderings depicting the Project, the project site plan, and any and all revisions, amendments, changes, supplements, addenda or modifications thereto approved by the City and CRA.

(cc) "Project Financing" means the funds available to the Developer to pay the Developer Project Costs.

(dd) "Project Financing Commitment" means a commitment by a financial institution, other person, or entity to provide the Project Financing.

(ee) "Project Schedule" means the schedule and sequence of events prepared by Developer for the commencement, progression, and completion of the design, construction, rehabilitation, equipping and furnishing of the Project, the initial form of which is attached hereto as Exhibit "D," including revisions, amendments and changes thereto made from time to time as provided in Article 2 hereof.

(ff) "Project Site" means the parcel of land within the Area upon which the Project is to be located, as more particularly described in Exhibit "A" hereto.

(gg) "Proposal" means the Developer's initial proposal for construction of the Project, approved by the City and CRA and any revisions, amendments, changes, supplements, addenda or modifications thereto (including written explanations, clarifications, or additional information), all as submitted by the Developer to the City and the CRA.

(hh) "Public Charges" means all Project and Project Site related fees, taxes and charges by government agencies.

(ii) "Redevelopment Trust Fund" means the Area's Trust Fund created and established pursuant to Section 163.387, Florida Statutes, in which the Increment Revenues are deposited.

(jj) "Reimbursement Payments" means the annual payments to be made to Developer pursuant to the SRIP and subject to and in accordance with the terms and conditions provided in this Agreement.

(kk) "Rental Housing" means housing units made available for rental, and not ownership, each of which units shall contain complete living facilities that are to be used other than on a transient basis and facilities that are functionally related and subordinate to the living facilities

(ll) "Site Improvement Plan (SIP)" means the final plans and specifications for the site improvements which have been approved by the City.

(mm) "Substantial Completion" means the construction of the Project is substantially completed, as evidenced by the issuance of a Certificate of Occupancy (CO) by the City or other appropriate governmental entity having jurisdiction over the Project or the Project Site.

(nn) "Substantial Completion Date" shall be the date Developer achieves Substantial Completion as described herein, but in no event shall the Substantial Completion Date be later than April 30, 2030.

(oo) "Surplus Increment Revenues" means the amount of Increment Revenues remaining in the Redevelopment Trust Fund after the Bond Payments and Overhead Expenses have been paid by the CRA, and which are legally available to fund the Reimbursement Payments; provided that the Increment Revenue generated by properties

not subject to any Increment Revenue shall be first used to pay Bond Payments and Overhead Expenses before any Increment Revenue generated by properties subject to Increment Revenue incentives be so used; in the event that the total Increment Revenue not subject to incentives be insufficient to pay the Bond Payments and Overhead Expenses, then the Increment Revenues generated by this Project may be used on a pro-rata basis with other Increment Revenues subject to the incentives.

(pp) "Sustainable Redevelopment Incentives Program" is the CRA's program to incentivize private sector investment opportunities to reduce slum and blight and encourage sustainable redevelopment in the Downtown, Central and Tamiami Trail Community Redevelopment Areas by providing financial incentives.

(qq) "Termination Date" means the date on which this Agreement is terminated and is no longer of any force and effect as provided in Section 8.1 and 8.2 hereof.

(rr) "Termination Notice" means the notice given by either party pursuant to ARTICLE 8 hereof.

(ss) "Total Reimbursement Payment" means the total of all combined Reimbursement Payments in accordance with the terms and conditions provided in this Agreement.

(tt) "Workforce Housing" means housing for low- to -moderate income households, with rents based on the rent limits applicable to 80 to 120 percent of Area Median Income ("**AMI**"), as posted annually by the Florida Housing Finance Corporation ("**FHFC**") and adjusted based on revised local data for Manatee County, Florida.

1.2 Use of Words and Phrases. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the singular shall include the plural as well as the singular number and the word "person"

shall include corporations and associations, including public bodies, as well as natural persons. "herein," "hereby," "hereunder," "hereof," "hereinbefore," "hereinafter" and other equivalent words refer to this Agreement and not solely to the particular portion thereof in which any such word is used.

1.3 Florida Statutes. All references herein to "Florida Statutes" are to Florida Statutes (2025), as amended from time to time, unless specifically indicated otherwise.

ARTICLE 2. PURPOSE: FINDINGS: INTENT

2.1 Purpose. The purpose of this Agreement is to set forth the terms and conditions governing the City's agreement to convey the Project Site to the Developer and the CRA's provision of financial assistance to the Developer as an inducement for the development of the Project on the Project Site as provided herein.

2.2 Findings. The CRA hereby makes the following findings:

1. The Plan encourages multi-family residential development, including workforce housing, in the Area.

2. The Project will enhance the Area in accordance with the Plan by providing needed uses and redevelopment to the Project Site and the surrounding areas.

3. The Developer represented that in order to proceed under the Project Concept, the Developer needs financial assistance from the CRA.

4. There is, in fact, a need by the Developer for financial assistance from the CRA for the Project to proceed.

5. The Increment Revenues generated by the Project and received from the Area by the CRA will be used to provide Developer with financial assistance for the Project

to the extent Surplus Increment Revenues exist in any given year, subject to the terms and conditions described herein.

6. The Project will enhance the quality of life and the aesthetic and useful enjoyment of the Area and further the goals and intent of the Plan, conform to the requirements of the Act, and is consistent with and furthers the objectives of the Plan and the SRIP.

7. The Developer has proposed that the CRA provide financial support for the Project by virtue of Reimbursement Payments.

8. The parties hereto acknowledge and agree that but for the financial assistance provided herein, the Developer would not undertake the development of the Project under its current conceptual plan and such assistance is a critical and important inducement to the Developer.

2.3 Intent. It is the intent of the parties hereto to efficiently, effectively and economically cause the successful development of the Project to improve the Project Site and the overall conditions in the Area, as well as implement the Plan.

1. It is further the intent of the parties that Developer shall construct, equip, and otherwise complete the Project on the Project Site by the Substantial Completion Date substantially in accordance with the Design Documents and the Construction Documents.

2. The parties mutually recognize and acknowledge that the City's agreement to convey the Project Site to Developer is subject to Developer constructing and operating the Project in accordance with this Agreement, the Design Documents, and the Construction Documents and the issuance of a Certificate of Occupancy for the Project by the Substantial Completion Date.

3. The parties mutually recognize and acknowledge that Developer will require CRA's financial assistance and CRA's financial assistance is subject to Developer constructing and operating the Project in accordance with this Agreement, the Design Documents, and the Construction Documents and the issuance of a Certificate of Occupancy for the Project by the Substantial Completion Date.

4. The parties acknowledge and agree that the Reimbursement Payments due to the Developer pursuant to this Agreement will only be paid from the Increment Revenue that is received by the CRA from the Project, and such Reimbursement Payments shall be subject to the terms and conditions set forth herein.

2.4 Project Schedule.

1. The parties hereto acknowledge and agree that it is their mutual desire and intent in entering into this Agreement that a Certificate of Occupancy be issued to the Project no later than the Substantial Completion Date, subject to revision as provided herein. The planning, design, development, construction, equipping, and completion of the Project by Developer shall be diligently undertaken, continued, and completed in accordance with the dates set forth in the Project Schedule attached hereto as Exhibit "D" and subject to revision as provided in Subsection 2(a) below.

2. (a) Due to changes in circumstances, expectations, or assumptions of Developer not now known to or by Developer, those portions of the Project Schedule pertaining to the Project, except for the Substantial Completion Date, may be revised by Developer from time to time, by prior written notice of such revision from Developer to the City and CRA which revision shall be effective upon approval of such written notice by the City Council and CRA Board. Such approval shall not be unreasonably withheld

and if not approved or rejected within forty-five (45) calendar days of receipt, then such revision shall be deemed accepted by the City and/or CRA, as applicable.

(b) Except for delays caused by Force Majeure as set forth in Article 9 herein, in the event Substantial Completion of the Project, for whatever reason, is not achieved by the Substantial Completion Date, the CRA shall adjust the Reimbursement Payment owed to Developer pursuant to this Agreement for each year as follows:

i. If Substantial Completion of the Project shall not have occurred on or before the Substantial Completion Date, then the Total Reimbursement Payment based upon the Increment Revenues generated by the Project shall be reduced by one percent (1%) at the beginning of the first month following the Substantial Completion Date, and thereafter shall be reduced by one percent (1%) at the beginning of each successive month until Substantial Completion of the Project. Provided further, however, that if application for a Certificate of Occupancy is filed by the Substantial Completion Date, or prior to the first of a month after the Substantial Completion Date, but the Certificate of Occupancy is received after the Substantial Completion Date or after the first of that month, as applicable, and no material amendment of the application or material remedial work was required to obtain the Certificate of Occupancy, the date the Certificate of Occupancy application was filed shall be considered the date upon which Substantial Completion was achieved.

ii. If Substantial Completion of the Project shall not have occurred by September 30, 2031, then the Developer shall no longer be entitled to the Reimbursement Payments contemplated by this Agreement.

ARTICLE 3. PROJECT

3.1 Project Development.

1. Developer shall be responsible for and shall initiate, diligently continue and complete the Project as contemplated by this Agreement, including the preparation of the Design Documents and Construction Documents, and the construction, and equipping of the Project substantially in accordance with the approved Construction Documents, Design Documents, and Building Permit.

2. Developer shall ensure that the Project adheres in all respects to all applicable building, zoning, parking, life safety, growth management, and all other federal, state, and local laws, codes, regulations, and ordinances that may apply to this Project and Project Site.

3. Developer shall use commercially reasonable efforts to mitigate any construction traffic impacts the Project will cause to the surrounding streets and neighborhoods.

4. Developer shall develop and maintain during the term of this Agreement the Project as a multi-family Rental Housing development consisting of approximately 145 dwelling units, with a minimum of ten percent (10%) of the units being designated and set aside for Workforce Housing. The Project shall be constructed in substantial accordance with the Project Concept. All dwelling units in the Project shall be Rental Housing

available for occupancy at all times in accordance with the terms of this Agreement. The Developer shall be required to obtain all necessary permits and approvals for construction of the Project, including applicable permits of the City, and nothing contained herein shall be construed as development approval.

5. Advertisement. The Developer hereby covenants and agrees that it will promptly withdraw from circulation any advertisement published by Developer and determined by the City or CRA to violate or be inconsistent with this Agreement with respect to promoting Workforce Housing. However, this Agreement does not require the Developer to market the units in any specific manner or any specific representation that the Project is or contains units that are designated Workforce Housing.

6. Annual Report.

(a) The Developer shall, during the term of this Agreement, provide an Annual Report to the City and the CRA by no later than March 31st of each year following Substantial Completion of the Project. The Report shall provide the following information regarding each Workforce Housing unit in the Project during the preceding year: (a) the unit number, (b) the number of people living in the unit, (c) the combined income of the people living in the unit, and (d) the monthly rent charged.

(b) The City and/or CRA shall have the right to review and audit the records of the Developer relating to the Workforce Housing units within the Project to determine compliance with this Agreement. The Developer shall be required upon written notification, to provide the necessary information to perform an audit to the reasonable satisfaction of the City and/or CRA. This information may include

without limitation, all tenant lists, applications, leases, waiting lists, income examinations and re-examination relating to the Workforce Housing units. During the term of this Agreement, these materials shall at all times be kept separate and identifiable from any other business of Developer which is unrelated to the Project and shall be maintained in reasonable condition for a proper audit, subject to examination and photocopying during business hours by representatives of the City and/or CRA. The City and/or CRA shall provide at least five (5) business days prior written notice before performing such audit or examination.

(c) The Developer shall permit the City and/or CRA, or their respective designees, to inspect all records, including but not limited to financial statements pertaining to Workforce Housing units upon reasonable notice and within normal working hours, and shall submit to the City and/or CRA the above-referenced documentation as required by the City and/or CRA. The Developer also acknowledges that the Project Site must comply with the City's Land Use Regulations upon completion of the Project and for the duration of the term of this Agreement.

(d) Subject to any notice requirements under any unit leases, the City and/or CRA may, from time to time, make or cause to be made inspections of the Workforce Housing units and rental records to determine compliance with the conditions specified herein. The City and/or CRA shall notify the Developer prior to scheduled inspections, and the Developer shall make any and all necessary arrangements to facilitate the City's and/or CRA's inspection. Subject to any notice requirements under any unit leases, the City and/or CRA may make, or cause to be

made, other reasonable entries upon and inspections of the Project Site and Project, provided that the City and/or CRA shall give the Developer (and its property manager, as applicable) reasonable notice prior to any inspection, specifying reasonable cause therefore, related to the City's and/or CRA's interest in the Project.

(e) The Developer shall comply with restrictions herein regarding the use or occupancy of the Project and shall ensure that all requirements are being satisfied on a continuing basis in accordance with this Agreement. Developer staff will remain updated and knowledgeable regarding Developer's procedures for filing tenant income certification forms, and compliance certificates, and for verifying compliance with this Agreement.

3.2 Project Concept.

1. As part of the Proposal, the Developer submitted a Project Concept. Developer shall construct the Project substantially as presented in the Project Concept attached as Exhibit "E."

2. The City and CRA have reviewed the Project Concept and by approving and executing this Agreement do approve the Project Concept.

3. If after the Effective Date Developer desires to make any material changes in the Project Concept, Developer shall submit such proposed changes to the City and CRA for review and approval or rejection. Within forty-five (45) calendar days after receipt of said proposed changes, the City Council and CRA Board shall each either approve the proposed changes or notify Developer in writing that such changes are not approved and shall state the specific reason(s) therefore.

3.3 Project Financing. The Developer covenants and agrees that it shall obtain Project Financing for the purpose of providing funds to pay all or a material portion of the Developer Project Costs. The Developer further covenants and agrees that the terms of such Project Financing will not be contrary to any provision of this Agreement and shall not require or permit any use of the Project Site other than as contemplated by this Agreement. Neither the City nor the CRA shall have any responsibility, obligation or liability to the Developer or the provider of the Project Financing for the payment or reimbursement of any of the Developer Project Costs. Developer's principals shall execute a guaranty of completion of construction or construction completion agreement with Developer's lender for the Project Financing, guaranteeing that construction of the Project will be completed. Developer shall provide the City and CRA with a copy of such agreement prior to the Commencement Date.

ARTICLE 4. REPRESENTATIONS, WARRANTIES AND COVENANTS OF DEVELOPER

4.1 Representations and Warranties. Developer represents and warrants to the City and the CRA that each of the following statements is presently true and accurate as of the date hereof and can be relied upon by the City and the CRA:

1. Developer is a duly authorized and validly existing limited liability company under the laws of the State of Florida, has all requisite power and authority to carry on its business as now conducted, to own or hold its properties and to enter into and perform its obligations hereunder and each instrument to which it is or will be a party, and is duly qualified to transact business in and is in good standing in the State of Florida.

2. The principal place of business of Developer is 35 Watergate Dr., Suite 806, Sarasota, Florida, 34236, and the officers thereof executing this Agreement on behalf of

Developer are authorized to act on behalf of Developer and execute this Agreement on behalf of Developer and any such actions by such officers shall be binding upon and enforceable against Developer.

3. Each document in connection with the Project to which Developer is or will be a party has been duly authorized by all necessary action of the part of, and has been, or will be duly executed and delivered by Developer and neither the execution and delivery thereof, nor compliance with the terms and provisions thereof or hereof (a) requires the approval and consent of any other party, except such as have been duly obtained, (b) contravenes any existing law, judgment, governmental rule, regulation or order applicable to or binding on Developer, or (c) contravenes or results in any breach of, default under or results in the creation of any lien or encumbrance upon any property of Developer other than the Project Site under any indenture, mortgage, deed of trust, bank loan or credit agreement, Developer's organizational documents or any other agreement or instrument to which Developer is a party.

4. Each document contemplated by this Agreement to which Developer is or will be a party constitutes or when entered into will constitute, a legal, valid and binding obligation of Developer enforceable against Developer in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws from time to time in effect which affect creditor's rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

5. There are no pending or, to the knowledge of Developer, threatened actions or proceedings before any court or administrative agency against Developer which may in any case, or in the aggregate, materially adversely affect the validity of this Agreement or

any instrument or document contemplated hereunder, the successful development of the Project, the consummation of the transactions contemplated hereunder, or the financial condition of Developer. As used herein, "material adverse effect" shall mean any effect, condition, circumstance, or situation that would prohibit or otherwise materially interfere with the ability of the Developer to perform its obligations under this Agreement or any instrument or document contemplated hereunder.

6. Developer has filed or caused to be filed all federal, state, local and foreign tax returns or has filed extensions thereto, if any, required to be filed by Developer and has paid all taxes shown to be due and payable on such returns or on any assessments levied against Developer.

7. The principal place of business and the offices of Developer is the office in which it keeps its records concerning the Project and all contracts, licenses and similar rights relating thereto.

4.2 Covenants. Developer covenants with the City and CRA that:

1. Developer shall fulfill or cause to be fulfilled all of the conditions and obligations expressed herein which are within the control of Developer or which are the responsibility of Developer to fulfill.

2. During each year this Agreement and the obligations of Developer under this Agreement shall be in effect, Developer shall cause to occur and to continue to be in effect those instruments, documents, certificates and events contemplated by this Agreement that are applicable to, and the responsibility of Developer.

3. The Project shall be constructed and operated in accordance with the Act, this Agreement, the Building Permit, the Construction Documents, the Design Documents, and all applicable local, state, and federal laws and regulations.

4. Developer shall not be in default of any material terms, condition or covenant of any financing for the Project or any document, agreement or instrument contemplated thereby pertaining to such financing.

5. Developer covenants and agrees to comply with all reporting requirements of any governmental agency which pertain to the Project Financing.

6. During the term of this Agreement, the Developer shall not use the Project for any use other than a multifamily Rental Housing with Workforce Housing as described herein.

ARTICLE 5. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE CRA AND THE CITY.

5.1 Representations and Warranties of the CRA. The CRA represents and warrants to Developer that each of the following statements is presently true and accurate as of the date hereof and can be relied upon by Developer:

1. The CRA is the duly designated community redevelopment agency of the City and has all requisite corporate power and authority to carry on its business as now conducted and to perform its obligations under this Agreement and each document contemplated hereunder to which it is or will be a part.

2. This Agreement and each document to which the CRA is or will be a party has been duly authorized by all necessary action on the part of, and has been or will be duly executed and delivered by, the CRA and neither the execution and delivery thereof, nor

compliance with the terms and provisions thereof or hereof (a) requires the approval and consent of any other party, (b) contravenes any existing law, judgment, governmental rule, regulation or order applicable to or binding on the CRA or (c) contravenes or results in the creation of any lien or encumbrance upon any party or the CRA, or results in the breach of or default under any indenture, mortgage, deed of trust, bank loan or credit agreement, any special acts, ordinances, resolutions or any other agreement or instrument to which the CRA is a party, specifically including any covenants of any bonds, notes, or other forms of indebtedness of the CRA outstanding on the Effective Date.

3. This Agreement and each document contemplated hereby to which the CRA is or will be a party constitutes, or when entered into will constitute, a legal, valid and binding obligation of the CRA enforceable against the CRA in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws from time to time in effect which affect creditors' rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

4. This Agreement does not violate any laws, ordinances, rules, regulations, orders, contracts or agreements that are or will be applicable thereto.

5. The Plan has been adopted in accordance with the requirements of the Act and the Plan.

6. As of the date of this Agreement, the CRA represents there are no required Bond Payments that would adversely impact Surplus Increment Revenues.

5.2 Covenants of the CRA. The CRA covenants with Developer that:

1. The CRA shall use its best efforts to timely fulfill or cause to be fulfilled all of the conditions expressed in this Agreement within the control of CRA which are the responsibility of CRA to fulfill.

2. So long as this Agreement and the obligations of the CRA under this Agreement shall be in effect, the CRA shall cause to occur and to continue to be in effect those instruments, documents, certificates and events contemplated by this Agreement that are applicable to and the responsibility of the CRA.

3. The CRA agrees to and shall provide financial support for the Project by providing to Developer Reimbursement Payments out of the Surplus Increment Revenues generated by the Project. The maximum Total Reimbursement Payment will not exceed twelve percent (12%) of the difference between the initial value of the Project Site without improvements as determined by the Manatee County Property Appraiser in the year preceding Substantial Completion of the Project and the appraised value of the Project Site after Substantial Completion. See Exhibit "B" For an illustrative example calculation. The factors and procedures described in the SRIP will determine the final Total Reimbursement Payment amount and the percentage to be paid by the CRA each year to the Developer. Once those figures have been established by the CRA, the parties shall execute and record an addendum to this Agreement to memorialize those final terms prior to the commencement of any Reimbursement Payments. At the creation of this Agreement the Developer was seeking the incentives outlined in Exhibit "B".

4. Nothing provided for herein shall be construed to obligate the CRA to make the Reimbursement Payments as set forth herein unless the Project generates sufficient Increment Revenues to fund said amounts.

5. The Reimbursement Payments shall be made beginning the first year after the Project is placed on the property tax rolls subject to the terms and conditions stated herein. The Reimbursement Payments will continue until the Total Reimbursement Payment amount has been paid in full or until the Area sunsets, whichever occurs first, and unless otherwise modified pursuant to the terms contained in this Agreement. The Area is currently scheduled to sunset on September 30, 2040. Developer shall deliver to the CRA written proof of payment by the Developer of all taxes due and payable for the Project (and the CRA Retention Payment, if applicable), as well as the Annual Report referenced in this Agreement, on or before March 31st of the applicable tax year, and the Reimbursement Payment shall be paid to Developer annually on or before April 30th of each applicable tax year. The Reimbursement Payment shall not become due until the CRA has received the Annual Report and proof of payment of taxes (and CRA Retention Payment, if applicable) for the applicable tax year. Failure by Developer to submit such documentation on or before March 31st of the applicable tax year will result in the CRA withholding the Reimbursement Payment until all documentation has been received. Upon receipt of the proof of payment and the Annual Report after the March 31st deadline but prior to August 31st of the applicable tax year, the CRA shall remit the Reimbursement Payment in accordance with Florida's Prompt Payment Act. Failure by the Developer to deliver proof of payment and the Annual Report to the CRA prior to August 31st of the applicable tax year shall result in the forfeiture of the Reimbursement Payment for that tax year, and the Total Reimbursement shall be adjusted accordingly.

6. CRA shall not be deemed to be in default if it has not received from the requisite taxing authority the Increment Revenues generated by the Project at the time any

Reimbursement Payments are due during the term of this Agreement, and in such a case shall make the required Reimbursement Payment within 30 days following receipt of such Increment Revenues. If the Surplus Increment Revenues generated by the Project are insufficient for the CRA to make the entire Reimbursement Payment as contemplated herein for any fiscal year, the CRA will make such a payment to the extent Surplus Increment Revenues are generated by the Project and any deficiency that may exist in CRA's Reimbursement Payment shall be added to the payment due for the immediately succeeding Fiscal Year, or the Expiration Date of this Agreement shall be extended by one (1) year for every corresponding Fiscal Year that Surplus Increment Revenues do not exist or for which an Reimbursement Payment is partially paid, provided that in no event shall the Expiration Date extend beyond the sunset of the Area. If the CRA makes up any and all deficiencies in Reimbursement Payments prior to the Expiration Date, there shall be no extension of same.

7. Notwithstanding anything herein to the contrary or Developer's right to request a change in the Project Schedule pursuant to Section 2.4.2(a) above, any authorized Reimbursement Payment shall be withheld should the Developer not receive an appraisal of the Project Site and a Certificate of Occupancy for the Project on or before March 31, 2030, subject to extension for Force Majeure contained in Article 9.

8. Should the Bradenton Code Enforcement Board (the "Board") or Special Magistrate enter a finding that a material violation of the City's Code of Ordinances (the "Code") exists on the Project Site, and also find that the Project Site has not been brought into compliance within the time frame set forth by the Board or Special Magistrate, then following thirty (30) days written notice to Developer, the Total Reimbursement Payment

shall thereafter be reduced by one percent (1%) for each month after such 30-day period until the Project Site is brough into compliance with the Code, and the CRA shall not be obligated to pay any Reimbursement Payments until the Project Site is brought into compliance with the Code.

9. The CRA will not violate any laws, ordinances, rules, regulations, orders, contracts or agreements that are or will be applicable thereto, or, to the extent permitted by law, enact or adopt or urge or encourage the enactment or adoption of any laws, ordinances, resolutions, rules, regulations or orders or approve or enter into any contracts or agreements, including issuing any bonds, notes, or other forms of indebtedness, that will result in any provision of this Agreement to be in violation thereof.

10. CRA shall use its best efforts to notify the Developer in writing at least thirty (30) calendar days in advance of any proposed indebtedness of the CRA for any publicly offered bond or private placement with a bank or other lender, issued for the Area.

11. While the Tamiami Trail Community Redevelopment Area and Downtown Community Redevelopment Area are set to sunset on September 30, 2040, should a new redevelopment area be designated within the City that includes the Project Site, including but not limited to the proposed 40-year term community redevelopment area as currently contemplated by the City and CRA, and so long as such new community redevelopment area's term sunset after September 30, 2040, Developer may elect to pursue incentives provided pursuant to such new community redevelopment area. Should Developer be approved for such incentives under a new community redevelopment area, Developer, the City, and CRA shall work together in good faith to amend or restate this Agreement, as applicable, to apply such revised area incentives to the Project and Project Site.

5.3 Representations and Warranties of the City. The City represents and warrants to Developer that each of the following statements is presently true and accurate as of the date hereof and can be relied upon by Developer:

1. This Agreement and each document to which the City is or will be a party has been duly authorized by all necessary action on the part of, and has been or will be duly executed and delivered by, the City and neither the execution and delivery thereof, nor compliance with the terms and provisions thereof or hereof (a) requires the approval and consent of any other party, (b) contravenes any existing law, judgment, governmental rule, regulation or order applicable to or binding on the City or (c) contravenes or results in the creation of any lien or encumbrance upon any party or the City, or results in the breach of or default under any indenture, mortgage, deed of trust, bank loan or credit agreement, any special acts, ordinances, resolutions or any other agreement or instrument to which the City is a party, specifically including any covenants of any bonds, notes, or other forms of indebtedness of the City outstanding on the Effective Date.

2. This Agreement and each document contemplated hereby to which the City is or will be a party constitutes, or when entered into will constitute, a legal, valid and binding obligation of the City enforceable against the City in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws from time to time in effect which affect creditors' rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

3. This Agreement does not violate any laws, ordinances, rules, regulations, orders, contracts or agreements that are or will be applicable thereto.

5.4 Covenants of the City. The City covenants with Developer that:

1. The City shall use its best efforts to timely fulfill or cause to be fulfilled all of the conditions expressed in this Agreement within the control of City or which are the responsibility of City to fulfill.

2. So long as this Agreement and the obligations of the City under this Agreement shall be in effect, the City shall cause to occur and to continue to be in effect those instruments, documents, certificates and events contemplated by this Agreement that are applicable to and the responsibility of the City.

3. Nothing provided for herein shall be construed to obligate the City to make the Reimbursement Payments as set forth herein.

4. The City will not violate any laws, ordinances, rules, regulations, orders, contracts or agreements that are or will be applicable thereto, or, to the extent permitted by law, enact or adopt or urge or encourage the enactment or adoption of any laws, ordinances, resolutions, rules, regulations or orders or approve or enter into any contracts or agreements, including issuing any bonds, notes, or other forms of indebtedness, that will result in any provision of this Agreement to be in violation thereof.

5. In addition to the incentives provided by the CRA, and in consideration oof Developer's commitment to development and operate the Project pursuant to the terms of this Agreement, the City shall waive 30% of the impact fees for the Project for Parks, Police, Fire, Roads, Water and Sewer. Further, the CRA shall reimburse Developer for 70% of the impact fees paid for the Project for Parks, Police, Fire, Roads, Water and Sewer ("CRA Impact Fee Reimbursement"), as provided for herein. Upon issuance of a Certificate of Occupancy for the Project and payment of all applicable impact fees by Developer, Developer shall submit a reimbursement request to the CRA which request

shall include a copy of the Certificate of Occupancy for the Project and proof of payment of impact fees for the Project. The CRA shall issue the CRA Impact Fee Reimbursement to Owner within thirty (30) days following receipt of same.

ARTICLE 6. PUBLIC CHARGES: RIGHT TO CONTEST.

6.1 Covenant for Payment of Public Charges. Except as otherwise provided herein, Developer covenants and agrees to pay any and all Public Charges. Developer may pay Public Charges in installments if permitted by law and may contest the amount or validity, in whole or in part, of any Public Charges pursuant to the Right to Contest provisions herein.

6.2 Reduction in Ad Valorem Tax.

1. Except as otherwise authorized herein, during the term of this Agreement, the Developer shall be prohibited from making any application for ad valorem tax exemptions or reductions on the Project or Project Site. Should any ad valorem tax exemptions or reductions be applied to the Project or Project Site in any tax year, the Reimbursement Payment shall be reduced in an amount equal to the reduction in Increment Revenues received by the CRA in the applicable tax year. Notwithstanding the foregoing, should Developer solicit and receive the Missing Middle Tax Exemption (MMT), as authorized pursuant to Sec. 196.1978(3), Florida Statutes, as amended, Developer shall remit to the CRA such portion of the ad valorem taxes which otherwise would have been paid by the Developer and retained by the CRA in the Redevelopment Trust Fund each year the MMT exemption is claimed and received by the Developer (the "CRA Retention Payment"). For each tax year where Developer receives an MMT exemption, Developer shall pay the CRA Retention Payment to the CRA on the earlier of: (i) not later than thirty

(30) days following Developer's payment of any ad valorem taxes owed for such tax year; or (ii) by February 28th of each applicable tax year. See Exhibit "B" For an illustrative example calculation.

2. Should the Developer allow the ad valorem taxes on the Project or Project Site to become delinquent for any tax year, each such occurrence shall reduce the Total Reimbursement Payment by ten (10%) percent, and the remaining Reimbursement Payments shall be adjusted accordingly. Should the taxes remain delinquent by February 28th of any applicable tax year, then the CRA shall not be obligated to pay any of the remaining Reimbursement Payments and this Agreement shall be null and void.

ARTICLE 7. INDEMNIFICATION AND INSURANCE BY DEVELOPER:

7.1 Indemnification.

1. In specific consideration of the City agreeing to convey the Project Site to Developer and the CRA agreeing to make the Reimbursement Payments to Developer, and for other good and valuable consideration provided for in this Agreement, the receipt and sufficiency of which Developer acknowledges, Developer shall indemnify, defend, and save harmless the City and the CRA and their respective agents, guests, invitees and employees from all suits, actions, claims, demands, damages, losses and other reasonable expenses and costs of every kind and description to which the City or the CRA, or their respective agents, officers, guests, invitees or employees, may be subjected to by reason of injury to persons, death, or property damage, resulting from or arising out of, wholly or in part, any act, omission, negligence, gross negligence, willful misconduct, or fault of Developer in connection with the Project, or arising out of the construction, operation, and/or management of the Project, including its agents, employees, contractors,

subcontractors, suppliers, servants, or any other person(s) or entity(ies) directly or indirectly controlled, employed or engaged by Developer (collectively, the "Indemnifying Parties"), regardless of whether such act, omission, negligence gross negligence, willful misconduct, or fault occurs in connection with the Project or is within the scope of any of the Indemnifying Parties' duties under this Agreement.

2. This Section shall not be deemed or construed to provide any indemnification by Developer for the benefit of any third parties other than the City and the CRA, nor shall it be deemed or construed a waiver by Developer of any liability of the City or the CRA so that Developer may be entitled to recover damages notwithstanding any provision of this Agreement to the contrary, nor shall it be deemed or construed to provide any indemnification by Developer for damages caused by any act, omission, negligence or fault of the City or the CRA.

3. Developer's indemnification obligations hereunder are independent of any other provisions of the Agreement and shall not be dependent upon, affected, limited or diminished by the existence of any insurance policies obtained and maintained by Developer in accordance with Section 7.2 of this Agreement.

4. Developer further acknowledges that these indemnification provisions are a significant part of the inducement for City and the CRA to enter into this Agreement. Developer's indemnification obligations hereunder shall survive the termination of this Agreement and the transfer of title to any third-party purchaser.

5. Nothing in this Agreement should be construed as a waiver of the City's or the CRA's sovereign immunity.

7.2 Insurance. So long as this Agreement shall be in effect, Developer shall purchase and maintain in full force and effect all insurance of the types and in the full coverage amounts as required by the documents pertaining to the Project Financing. Upon request, Developer shall provide certificates evidencing such insurance to the CRA. The issuance or maintenance of any insurance under this Section 7.2 shall not release, limit, waive or discharge Developer from its indemnity obligations under Section 7.1.

ARTICLE 8. DEFAULT: TERMINATION

8.1 Default by Developer.

1. Provided the CRA and/or the City is not then in default under this Agreement as set forth in Section 8.2 hereof, and subject to Force Majeure, there shall be an "Event of Default" by Developer under this Agreement with the occurrence of any one or more of the following:

(a) Developer shall fail to perform or comply with any material provision of this Agreement or the documents contemplated herein applicable to it; or

(b) Developer shall fail to apply for all necessary permits to construct the Project within the time frames established by this Agreement; or

(c) Developer shall fail to construct the Project in substantial conformance with the Project Concept; or

(d) Prior to the Substantial Completion Date, Developer shall make a general assignment for the benefit of its creditors, or shall admit in writing its inability to pay its debts as they become due or shall file a petition in bankruptcy, or shall be adjudicated as bankrupt or insolvent, or shall file a petition seeking any

reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation or shall file an answer admitting, or shall fail reasonably to contest, the material allegations of a petition filed against it in any such proceeding, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of the developer or any material part of its properties; or

(e) Prior to the Substantial Completion Date, within sixty (60) calendar days after the commencement of any proceeding by or against Developer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such proceeding shall not have been dismissed, or if, within sixty (60) calendar days after the appointment without the consent or acquiescence of Developer of any trustee, receiver or liquidator of Developer or of any material part of its properties, such appointment shall not have been vacated.

2. If an Event of Default as described in Subsection 8.2.1 hereof shall have occurred, the CRA and/or the City, after giving written notice of such Event of Default to Developer and upon expiration of a thirty (30) day notice period after receipt by Developer of such notice, if such Event of Default has not been cured, the CRA and/or the City, in their sole discretion, may terminate this Agreement and all rights of Developer and obligations of the CRA and the City hereunder, including making the Reimbursement Payments, shall then cease; provided, however, that if the default is one that cannot reasonably be cured within thirty (30) days, Developer shall have a reasonable amount of additional time to cure the default, if Developer institutes action to cure the default within

the thirty (30) day period, and if Developer then proceeds with reasonable diligence thereafter to cure the default. This provision shall not be construed to limit the CRA or the City from pursuing any other available remedies, whether at law or in equity. Such actions at law or in equity, or otherwise, include but are not limited to the following:

(a) To compel specific performance by the Developer of its obligations under this Agreement, it being recognized that the beneficiaries of Developer's obligations hereunder cannot be adequately compensated by monetary damages in the event of Developer's default; and

(b) To cause the Developer to pay to the CRA an amount (the "Recoupment Amount") equal to the total incentive amount provided for any Workforce Housing unit which the Developer has failed to maintain as a Workforce Housing unit during the term of this Agreement, with interest calculated at the rate equal to the yield earned on the Florida State Board of Administration statewide government investment pool during the period of default. The Recoupment Amount for each Workforce Housing unit not so maintained shall be calculated by dividing the Reimbursement Payment by the number of units in the Project, then dividing by the number of days in the year and multiplying by the number of days the unit was not so maintained.

(c) To cause Developer to pay to the City an amount equal to the CRA Impact Fee Reimbursement provided for any Workforce Housing unit which the Developer has failed to maintain as a Workforce Housing unit during the term of this Agreement, with interest calculated at the rate equal to the yield earned on the

Florida State Board of Administration statewide government investment pool during the period of default.

All fees, costs and expenses of the CRA and/or the City incurred in taking any action pursuant to this Section 2 shall be the sole responsibility of the Developer, and the Developer, as security for the payment of any such fees, costs and expenses, hereby grants, bargains, sells and conveys to the CRA and the City a lien on the Project.

3. Acceptable Cures. Notwithstanding any provisions of this Agreement to the contrary, the City and CRA agree to the following cures:

(a) If Developer inadvertently enters into, or renews, a lease to a tenant whose income exceeds 120 percent of the AMI, the Developer shall not have to evict or otherwise remove the tenant as long as Developer does not renew the said lease upon discovery of the tenant's income, which shall be the cure (the "Excessive Income Cure"), provided, however, if the tenant has misrepresented the tenant's or tenant family's combined income, the tenant shall not be allowed to remain in the unit until the expiration of the lease, and Developer shall commence to evict the tenant within sixty (60) calendar days of discovery of the tenant's excessive income and pursue the eviction action diligently.

(b) If the Developer inadvertently overcharges rent to a tenant, Developer may cure this oversight by refunding all excess amount of rents collected over the rent amount agreed upon in this Agreement within sixty (60) calendar days following discovery of the oversight (the "Overcharge Cure").

4. Repurchase Option. Notwithstanding any other remedies the City may have under this Agreement, should the Developer fail to commence construction by December

31, 2028, the City shall have the option to repurchase the Project Site from the Developer upon commercially reasonable terms, for a purchase price of Five Hundred Fifty-Five Thousand and Eighty-Eight Dollars ($555,088.00) (the "Repurchase Option"). The City must provide notice of its intent to exercise the Repurchase Option within sixty (60) days after December 31, 2028, and the closing shall occur within sixty (60) days following Developer's receipt of said notice. The City's exercise of the Repurchase Option as described herein shall not be subject to the notice and cure provisions of Section 8.1.2. or the Force Majeure provisions of Article 9. Following the Developer's timely commencement of the Project, upon receipt of written request from Developer, City agrees to sign a waiver of the foregoing Repurchase Option, waiving, releasing and terminating the Repurchase Option, which Developer may record, at Developer's expense.

8.2 Default by the CRA and/or the City.

1. CRA Default. Provided Developer is not then in default under this Agreement as set forth in Section 8.1, and subject to Force Majeure, there shall be an "Event of Default" by the CRA under this Agreement upon the occurrence of any one or more of the following:

(a) The CRA shall have failed or refused to make the Reimbursement Payments to Developer, subject to Article 5, Section 5.2.3, in a timely manner, provided sufficient Surplus Increment Revenues are available, time being the essence of such obligation; or

(b) The CRA shall fail to perform or comply with any material provision of this Agreement applicable to it.

2. City Default. Provided Developer is not then in default under this Agreement as set forth in Section 8.1, and subject to Force Majeure, there shall be an "Event of Default" by the City under this Agreement upon the occurrence of any one or more of the following:

(a) The City shall fail to perform or comply with any material provision of this Agreement applicable to it.

3. If an Event of Default as described in Subsections 8.2.1 and 8.2.2 hereof shall have occurred, Developer, after giving written notice of such Event of Default to the CRA and the City, and, upon the expiration of a thirty (30) day period after receipt by the CRA and the City of such notice, if such Event of Default has not been cured, Developer may terminate this Agreement and all rights and duties of CRA and City hereunder shall then cease, and, in addition, Developer may pursue any and all other remedies then available to Developer whether at law or in equity, including instituting an action to recover from the CRA any amount due and payable to it, including any Reimbursement Payments payable to Developer.

8.3 Non-Action or Failure to Observe Provisions of this Agreement. The failure of the City, the CRA, or Developer to promptly insist upon strict performance of any term, covenant, condition or provision of this Agreement, or any Exhibit or any other agreement contemplated hereby shall not be deemed a waiver of any right or remedy that the City, the CRA, or Developer may have, and shall not be deemed a waiver of a subsequent default of nonperformance of such term, covenant, condition or provision. In the event that there is a Federal Housing Administration ("FHA")-insured mortgage or lien secured against the property during the term of this Agreement, the U.S. Department of Housing and Urban Development ("HUD") shall not be limited by the

terms of this provision and waives no rights or remedies under this Agreement for failure under this term.

8.4 Attorney's Fees and Costs. In the event of any dispute herein, the prevailing party shall be entitled to reimbursement from the non-prevailing party of reasonable attorney's fees and costs incurred by the prevailing party at all trial, administrative or appellate proceedings or in any mediation or arbitration proceedings.

8.5 Termination. Upon termination of this Agreement pursuant to this Article 8, neither the Developer, the City, nor the CRA shall be obligated or liable one to the other in any way, financial or otherwise, for any claim or matter arising from or as a result of this Agreement or any actions taken by the Developer, the City, or the CRA, or both, thereunder or contemplated hereby; provided, however, that if any suits, actions, claims or demands of any kind shall be made against the Developer, the City, or the CRA, or both of them, seeking damages, expenses and costs (including attorneys' fees), or any other relief, arising from or the result of any act, omission, negligence, gross negligence, willful misconduct, or fault of the Developer, the City, or the CRA in connection with this Agreement or any actions taken by the Developer, the City, or the CRA, or both of them, hereunder or contemplated hereby, the indemnification and insurance provisions of Article 7 hereof shall apply and shall survive termination of this Agreement.

ARTICLE 9. FORCE MAJEURE

9.1 Force Majeure.

1. For purposes of this Agreement, a Force Majeure Event means an act of God, including: hurricane; tornado; fire; flood; earthquake; other natural disaster; war; insurrection; terrorist acts; failure or disruption of utility services; epidemics or pandemics; or other like causes beyond the reasonable control of the party obliged to perform, and

which reasonably prevents the party seeking relief from being able to perform their obligations under this Agreement.

2. In the event such party is delayed in the performance of any work or obligation pursuant to this Agreement due to a Force Majeure Event, as described in Subsection 9.1.1 above, the time required for substantial completion of actions required or contemplated by this Agreement shall be extended by the number of calendar days equal to the total number of calendar days, if any, that such party is actually delayed in achieving substantial completion as a result of the Force Majeure Event.

3. The party seeking excuse from performance of any duty, obligation or responsibility hereunder on the basis of Force Majeure shall give written notice to the CRA and the City, if with respect to Developer, or to Developer, if with respect to the City and/or the CRA, within fifteen (15) business days following commencement of the event of Force Majeure specifying in a brief description the cause of the anticipated delay, giving its actual or anticipated duration, and weekly thereafter, if such delay shall be continuing, written notice stating whether the condition continues and giving its actual or then anticipated duration. Each party seeking excuse from performance on the basis of Force Majeure shall use its best efforts to rectify any condition causing a delay and will cooperate with the other party.

ARTICLE 10. RESTRICTIONS ON USE.

10.1 Restrictions on Use. The Project and Project Site shall only be used consistent with the terms of this Agreement. Should Developer choose to use the Project or Project Site for any use not consistent with the terms of this Agreement, the City and/or CRA may terminate this Agreement upon not less than thirty (30) days written notice.

ARTICLE 11. MAINTENANCE. REPAIR AND REPLACEMENT.

11.1 Maintenance and Repairs by Developer. The Developer shall, at its own expense, keep the Project and the Project Site in good and clean order and condition and will promptly make all necessary or appropriate repairs, replacements and renewals thereof, whether interior or exterior, structural or non-structural, ordinary or extraordinary, foreseen or unforeseen. All repairs, replacements and renewals shall be comparable in quality and class to the original work. When making such repairs, replacements and renewals, Developer shall comply with all laws, ordinances, codes and regulations then applicable to the Project or Project Site.

11.2 Waste. The Developer shall not permit, commit or suffer waste or impairment of the Project or the Project Site.

11.3 Project Alterations or Improvements. After Substantial Completion, Developer or its successors, assigns or transferees, may, from time to time, make alterations and improvements, structural or otherwise, to the Project as Developer or its successors, assigns or transferees deem desirable and consistent with the construction, maintenance and operation of the Project as described in this Agreement.

ARTICLE 12. FIRE OR OTHER CASUALTY: CONDEMNATION.

12.1 Any Loss or Damage. Subject to the conditions of the Project Financing, the Developer covenants and agrees to commence within two hundred seventy (270) calendar days and thereafter diligently work to complete the reconstruction or repair of any loss or damage by fire or other casualty to the Project to substantially the same size, floor area, cubic content and general appearance as prior to such loss or damage, subject to Force Majeure and permitting. The invoking of this Section 12.1 shall not be deemed an Event of Default or grounds for termination of this Agreement by the CRA. Further, in the event that this Section 12.1 is invoked by the Developer,

the Substantial Completion Date for the Project shall be equitably extended by the time period necessary to complete reconstruction or repair to the Project. Developer's obligations under this Section 12.1 shall terminate when a Certificate of Occupancy has been issued for the Project.

12.2 Loss or Damage. Notwithstanding anything to the contrary contained in Section 12.1 above or this Agreement, in the event of loss or damage that renders unusable a sufficient portion of the Project as to cause the repair or reconstruction of the Project for the uses approved not to be commercially feasible, Developer shall not be obligated to repair or reconstruct the Project. In the event of circumstances described in this Section 12.2, and if the Developer elects not to repair or reconstruct the Project, then this Agreement shall be terminated and have no further force and effect.

12.3 Notice of Loss or Damage. Developer shall promptly give the CRA written notice of any significant damage or destruction to the Project stating the date on which such damage or destruction occurred, the then expectations of Developer as to the effect of such damage or destruction on the use of the Project, and the then proposed schedule, if any, for repair or reconstruction of the Project.

12.4 Condemnation of Project or Project Site: Application of Compensation. Subject to the conditions of the Project Financing, in the event the Project or Project Site, or both, or any part thereof, shall be taken by the exercise of the power of eminent domain at any time after the Substantial Completion Date, the compensation awarded to and received by the Developer shall be applied first to the restoration of the Project, if the Project can be restored and after the taking be commercially feasible for its intended use as contemplated by this Agreement, and then, any remainder, of such compensation shall be used to redeem any of the Project Financing then outstanding, and then to retire any other indebtedness relating to the Project or the Project Site, or

both and then, the remainder of the compensation shall be paid to or retained by the Developer or as otherwise provided in the Project Financing. If the Project cannot be restored and be commercially feasible for its intended use, all compensation awarded to and received by the Developer shall be applied first to redeem any of the Project Financing then outstanding, and then to retire any other indebtedness relating to the Project or the Project Site, or both, and then, the remainder of the compensation shall be paid to or retained by the Developer.

ARTICLE 13. MISCELLANEOUS.

13.1 Assignment by Developer.

1. (a) Except as otherwise provided for herein, prior to Substantial Completion of the Project, Developer may not sell, convey, assign or otherwise transfer or dispose of any or all of the Project or the Project Site or any of its rights, interests, duties or obligations under this Agreement, without the prior written consent of the CRA and the City As long as this Agreement is in place the Developer shall notify the CRA and City in writing at least thirty (30) calendar days prior to any proposed sale, conveyance, assignment, or transfer of the Project. Developer's obligations under this Section 13.1.1(a) shall terminate upon Substantial Completion of the Project.

(b) If the CRA and the City do not object to any such proposed sale, conveyance, assignment, transfer or disposition by written notice of such objection delivered to Developer within forty-five (45) calendar days after receipt by the CRA and the City of the written notice described in Section 13.1.1(a) of this Agreement, the proposed sale, conveyance, assignment, transfer or disposition shall be deemed consented to and approved by the CRA as of the expiration of such forty-five (45) day period.

(c) The CRA and/or the City, at their sole discretion, have the right to terminate this Agreement should the Project or Project Site be sold, conveyed, assigned, or transferred without approval pursuant to Section 13.1.1.(a) or (b) prior to Substantial Completion.

2. Notwithstanding the foregoing, a sale, conveyance, assignment, transfer or disposition by Developer of the Project or Project Site or any of Developer's rights, interests, duties or obligations under this Agreement to a joint venture, limited liability company or entity, corporation, general partnership or limited partnership in which Developer, or any of the principals or members of Developer, own at least 50% of the issued and outstanding membership units of the Developer, is a partner or member shall be subject to approval by the City and CRA, but which approval shall not be unreasonably withheld or delayed. In the case of such a sale, conveyance, assignment, transfer or disposition, Developer shall give written notice thereof to the CRA and the City of the occurrence of such sale, conveyance, assignment, transfer or disposition, and the City Administrator and CRA Executive Director shall be authorized to approve of such sale, conveyance, assignment, transfer or disposition on behalf of the City and CRA, respectively, without the requirement for City Council or CRA Board approval.

3. Notwithstanding anything in Subsection 13.1.1, Developer may mortgage or encumber its interest in the Project or the Project Site, or any part thereof, to any mortgagee with prior written approval by the CRA and the City. The Developer may collaterally assign this Agreement to a lender for security for financing for the Project or Project Site subject to the prior written approval of the CRA and the City.

4. In the event the Developer sells or otherwise transfers the Project or Project Site to an entity or individual not affiliated with the Developer prior to Substantial Completion, said purchaser or transferee shall be required to execute an assignment and assumption agreement of this Agreement in a form acceptable to the City and CRA. Should the purchaser or transferee fail to execute the assignment and assumption agreement within thirty (30) days following the sale or transfer of the Project or Project Site, then the CRA and the City shall be entitled to immediately terminate this Agreement.

13.2 Notices.

1. Unless otherwise specifically provided herein, all notices, demands, requests for approvals or other communications which may be or are required to be given by either party to the other in writing shall be deemed given and delivered on the date delivered in person, faxed (if faxed and received by the recipient during normal business hours (7:30 A.M. – 4:30 P.M. Monday – Thursday and 7:30 A.M. – 3:30 P.M. on Friday) or on the date that is three (3) business days after deposit in the mail, registered or certified, postage prepaid, return receipt requested, and addressed:

TO THE CRA	TO DEVELOPER
Community Redevelopment Agency of the City of Bradenton 101 Old Main Street Bradenton, Florida 34205 Attn: CRA Executive Director	[_____ , LLC] 1211 N. Westshore Blvd, Ste 801 Tampa, Florida 33607 Attn: Marshall Gobuty
With copies to: Blalock Walters, P.A. Attn: Scott Rudacille, Esq. 802 11th Street West Bradenton, Florida 34205	With copies to: Hill Ward Henderson Attn: Jerilyn Reed 101 E. Kennedy Blvd., Suite 3700 Tampa, Fl 33602

TO THE CITY

City of Bradenton, Florida
101 Old Main Street
Bradenton, Florida 34205
Attn: City Administrator

With copies to:
Blalock Walters, P.A.
Attn: Scott Rudacille, Esq.
802 11th Street West
Bradenton, Florida 34205

2. The addresses to which notices are to be sent may be changed from time to time by a written notice of such change from the party changing its address delivered to the other party. Until such a notice is received, a party may rely upon the last address received for the other party.

13.3 Invalid Provisions. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the requirements of applicable laws and if the remainder of this Agreement can substantially be reasonably performed without material hardship, so as to accomplish the intent and the goals of the parties hereto.

13.4 Construction. The submission of this document to the parties for examination thereby does not constitute an offer to buy, or a reservation of or operation for the Project, the Project Site, or any part thereof. This Agreement has been negotiated by the City, the CRA and Developer, and this Agreement, including the Exhibits, and each of them, the City, the CRA and Developer, shall be deemed to have participated in the preparation thereof.

13.5 Jurisdiction and Venue.

1. This Agreement shall be construed, and the rights and obligations of the parties hereunder shall be determined, in accordance with the laws of the State of Florida. Venue for all disputes pertaining to the subject matter of this Agreement shall be exclusively in the state courts of Manatee County, Florida, and where proper subject matter jurisdiction exists, the United States District Court for the Middle District of Florida, Tampa Division. The CRA, the City, and the Developer hereby irrevocably and unconditionally waive, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court designated herein.

2. If at any time during the term of this Agreement, Developer is not a resident of the State of Florida or has no officer, employee, or agent thereof available for service of process who is a resident of the State of Florida, or if any permitted assignee thereof shall be a foreign corporation, partnership or other entity or shall have no officer, employee, agent, or general partner available for service of process in the State of Florida, Developer for itself and its successors or assigns hereby designates the Secretary of State, State of Florida, its agent for the service of process in any court action between it and the CRA and/or the City arising out of or related to this Agreement and such service shall be made as provided by the laws of the State of Florida for service upon a nonresident; provided, however, that at the time of service on the Secretary of State, a copy of such service shall be mailed by prepaid, registered mail, return receipt requested, to Developer at the address for notices as provided in Section 13.2 hereof.

13.6 Amendments Required for Financing. To the extent not prohibited by law, the CRA, the City, and Developer agree to make such amendments to this Agreement, including any of the

Exhibits, as may be reasonably required by any provider of financing to the Project, or by the title insurance company issuing or proposed to issue the title insurance policy for the Project Site in order to make Developer's interest in the Project, the Project Site, or any part hereof, mortgageable and insurable. Further, should Developer's seek to obtain Project Financing that is insured via the United States Department of Housing and Urban Development ("HUD Financing"), City and CRA acknowledge and agree that the provisions of this Agreement are expressly subordinate to all mortgage loan documents securing such HUD Financing ("HUD Loan Documents"), and in the event of foreclosure (or deed in lieu of foreclosure) under the HUD Loan Documents, this Agreement and the obligations hereunder shall automatically terminate.

13.7 Estoppel Certificates. Developer, the City, or the CRA shall at any time and from time to time, upon not less than ten (10) calendar days prior notice by the other party, execute, acknowledge and deliver to the other a statement in recordable form certifying that this Agreement is unmodified and in full force and effect (or if there have been modifications that the same as so modified is in full force and effect and setting forth such modifications), the dates to which any charges have been paid in advance, if any, and, to the knowledge of such party, neither it nor the other party is then in default hereof, it being intended that any such statement delivered pursuant to this Section 13.7 may be relied upon by any prospective purchaser, mortgagee, assignee of any mortgage or assignee of the respective interests in the Project, if any, of either party made in accordance with the provisions of this Agreement.

13.8 Complete Agreement. This Agreement, including the Exhibits, and all of the terms and provisions contained herein, constitute the full and complete agreement between the parties hereto, and supersedes and controls over any and all prior agreements, understandings, representations,

and statements, whether written or oral, specifically including, but not limited to, the Proposal, made with regard to the matters addressed by this Agreement.

13.9 Captions. The section headings and captions of this Agreement and the table of contents preceding this Agreement are for convenience and reference only and in no way define, limit or describe the scope or intent of this Agreement, or any part thereof, or in any way affect this Agreement, or construe any article or section hereof.

13.10 Weekends and Holidays. It is hereby agreed and declared that whenever a notice or performance under the terms of this Agreement is to be made or given or done on a Saturday or Sunday or on a legal holiday observed in the City of Bradenton, Florida, it shall be postponed to the next following business day.

13.11 Exhibits. Each Exhibit referred to in and attached to this Agreement is an essential part of this Agreement. The Exhibits, and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of and incorporated within this Agreement.

13.12 No Brokers. The CRA, the City, and Developer hereby represent, agree and acknowledge that no real estate broker or other person is entitled to claim or to be paid a commission solely as a result of the execution and delivery of this Agreement.

13.13 Developer Not Agent of CRA or City. Developer and any contractor hired by Developer shall not be deemed to be individually or collectively an agent or contractor of the CRA or the City, and are not subject to nor shall be required to comply with any laws, ordinances, regulations, orders, or policies of or applicable to the CRA or the City applicable or relating to public works projects of the CRA or the City or contractors retained by the CRA or the City for such types of projects. Nothing contained in this Agreement shall be construed or deemed to name, designate,

or cause (either directly or indirectly) Developer, or any contractor thereof, to be an agent for the CRA or the City.

13.14 Memorandum of Agreement. The CRA, the City, and Developer have executed a Memorandum of Agreement, a copy of which is attached hereto as Exhibit "C" and agree, authorize, and hereby direct such Memorandum of Agreement be recorded in the public records of Manatee County, Florida, as soon as possible. Should the property be secured by an FHA-insured mortgage/lien, said Memorandum of Agreement shall be subordinated to said mortgage.

13.15 Public Purpose. This Agreement satisfies, fulfills, and is pursuant to and for a public purpose and municipal purpose and is in the public interest, and is a proper exercise of the City's municipal powers under Florida law and the CRA's redevelopment powers and authority under the Act.

13.16 Technical Amendments. In the event that due to minor inaccuracies contained herein or any Exhibit or any other agreement contemplated hereby, or changes resulting from technical matters arising during the term of this Agreement, the parties acknowledge and agree that changes may be required due to unforeseen events or circumstances which do not change the substance of this Agreement. In such event, the Executive Director and City Administrator are authorized to approve such changes and execute any required instruments to make and incorporate such amendment or change to this Agreement, or any Exhibit or any other agreement contemplated hereby.

13.17 Agreement Not a Chapter 86-191 Laws of Florida Development Agreement. The CRA, the City, and Developer acknowledge and agree that it is their mutual intent that this Agreement, including any Exhibits, is an agreement contemplated by Part III, Chapter 163, Florida Statutes, and is not a development agreement described in Sections 163.3220-163.3243, Florida Statutes,

originally enacted as Chapter 86-191, Laws of Florida, entitled the "Local Government Development Agreement Act."

13.18 Prohibited Discrimination. The Developer shall not discriminate on the basis of race, religion, color, sex, familial status, national origin or disability in the lease, use or occupancy of the Project. Age discrimination and discrimination against minor dependents, except when units are specifically being held for the elderly, are also not permitted.

13.19 Expiration of Agreement. Unless otherwise earlier terminated or extended as provided herein, this Agreement shall remain in full force and effect until the date that is fifteen (15) years following the date of issuance of a Certificate of Occupancy for the Project, but in no event shall the term of the Agreement extend beyond the date that the Area sunsets.

13.20 Effective Date. The Effective Date of this Agreement shall be the date stated on the first page of this Agreement following approval thereof by the City Council and the CRA Board and upon execution and delivery thereof by the City, CRA and Developer.

13.21 Counterpart Signatures. This Agreement may be executed in multiple counterparts, all of which when taken together shall be considered one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Agreement as to the parties hereto and may be used in lieu of the original Agreement for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

13.22 Successors Bound – Run with the Land. This Agreement and the covenants and conditions contained herein shall run with the Land and shall bind, and the benefits shall inure to, respectively, the Developer and its successors and assigns and all subsequent owners of the Project Site, and to

the CRA and the City for the term of this Agreement except as provided in Exhibit G to this Agreement.

13.23 Compliance with the Law. The omission of any regulatory requirement in this Agreement shall not relieve the Developer from the necessity of complying with any and all applicable State, City, and Federal laws, rules and regulations regarding the Project.

13.24 Annual Appropriations. The obligations of the City and CRA hereunder are subject to annual appropriation of legally available funds by the City Council and CRA board, and shall not constitute or create a pledge, lending of credit or lien, either legal or equitable, of or on any of the City's or CRA's revenues or funds, as may be construed under the laws or the constitution of the State of Florida. Neither the Developer nor any other person or entity shall ever have the right to compel any exercise of the budgeting authority of the City Council or the CRA Board to make the payments herein provided, nor shall this Agreement constitute a charge, lien or encumbrance, either legal or equitable, upon any property or funds of the City or the CRA. Notwithstanding anything contained herein, the City and the CRA reserve the right, in their sole discretion, to pay any obligations contained in this Agreement from any funds legally available for such purpose. Further, the CRA shall include a line item for the Reimbursement Payment in its annual CRA budget, which annual appropriation may be approved in the sole discretion of the CRA.

13.25 No Partnership or Joint Venture; Developer's Risk. This Agreement is solely for the benefit of the parties hereto and no right or cause for action shall accrue to, or for the benefit of, any third party not a party hereto. This Agreement shall not be construed to create a joint venture or partnership between the parties hereto. By execution of this Agreement, the Developer expressly acknowledges and agrees that the Reimbursement Payments and CRA Impact Fee Reimbursement provided by the CRA pursuant to this Agreement is provided solely to serve the public purpose set

forth in Chapter 420, Florida Statutes, to provide Workforce Housing to the community, and the redevelopment purposes described in Chapter 163, Florida Statutes, to eliminate slum and blight, and the CRA assumes no responsibility to assure the financial feasibility or success of the Developer's Project. Developer acknowledges that it is a sophisticated developer of housing projects, and has entered into this Agreement, and committed to develop its Project, based upon its independent business judgment and experience and its independent assumption of risk and responsibility for the financial feasibility and success of its Project.

IN WITNESS WHEREOF, the Developer, the City, and the CRA have read and understand the terms set forth and agree to meet the obligations contained herein by execution of this Agreement this _____ day of _____, 20____.

Witnesses:

_____

Print Name: _____

_____

Print Name:_____

CITY OF BRADENTON, FLORIDA

By:_____
Gene Brown, Mayor

Approved as to form:

_____
Scott Rudacille, City Attorney

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me by means of [__] physical presence or [__] online notarization this _____, 202_____, by _____, as Mayor of the CITY OF BRADENTON, FLORIDA.

Personally Known ___ or Produced Identification _____
Type of Identification Produced _____

(NOTARY SEAL)

_____
Notary Public-State of _____
Name:_____
My Commission Expires: _____
My Commission Number is:_____

Witnesses:

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BRADENTON, FLORIDA

_____

Print Name: _____

By: _____
Kemp Schuessler, Chairperson

_____

Print Name: _____

Approved as to form:

_____
Scott Rudacille, CRA Attorney

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me by means of [__] physical presence or [__] online notarization this _____, 202_____, by _____, as Chairperson of the COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BRADENTON, FLORIDA.

Personally Known ___ *or Produced Identification* _____
Type of Identification Produced _____

(NOTARY SEAL)

_____
Notary Public-State of _____
Name: _____
My Commission Expires: _____
My Commission Number is: _____

Witnesses:

[_____]

_____

Print Name:_____ By: _____

_____ Its: _____

Print Name:_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [__] physical presence or [__] online notarization this __ day of _____, 202__, by _____, as _____ of [_____]

Personally Known ___ or Produced Identification _____
Type of Identification Produced _____

(NOTARY SEAL)

_____
Notary Public-State of _____
Name:_____
My Commission Expires: _____
My Commission Number is:_____

EXHIBIT "A"

LEGAL DESCRIPTION

EXHIBIT "B"

Application, Estimated Cost Benefit Analysis, Add-On Incentives and Description

Add-On Incentives and Description

Community Redevelopment District Area: Tamiami Trail

SUSTAINABLE DEVELOPMENT		ALLOWED	SELECTED
Economic			
	Non-Conforming	1	
	Demolition	1	
	Parking	5	
	Micro-Mobility	3	
	ZIPcar	3	
	C-PACE	1	
Environment			
	Urban Canopy	1	
	Low Impact	4	
	Flood Plus	3	
	Infrastructure	5	
	IBHS FORTIFIED	4	
	NOFA	1	
	SRCO	2	
Society			
	Historic	5	
	CPTED	2	
	Affordable Housing	6	
	Workforce Housing	5	
	Public Art	4	
TOTAL			0.00

EXHIBIT "C"

MEMORANDUM OF AGREEMENT

This is a Memorandum of Agreement dated as of the _____ day of _____, _____ by and between the City of Bradenton, Florida, a municipal corporation of the State of Florida (the "City"), the Community Redevelopment Agency of the City of Bradenton, Florida, a public body corporate and politic of the State of Florida (the "CRA") and [_____, a Florida limited liability company] (the "Developer").

WHEREAS, Developer has proposed to construct a project at the City-owned property located at 1525 Ballard Park Drive, Bradenton, Florida 34205, parcel identification numbers 3365800109 and 3365800159, and 907 15th Street W., Bradenton, Florida 34205, parcel identification number 4375700004[3] (the "Property"), which will consist of a 145 unit multifamily development which will include workforce and market rate housing ("Project") as depicted in Exhibit "1"; and

WHEREAS, the City and Developer entered into that certain Purchase and Sale Agreement, dated, March 2, 2026 setting forth the terms and conditions applicable to the transfer of the Property from the City to the Developer; and

WHEREAS, the parties entered into the Agreement for the Development of Property and Redevelopment Incentives ("Agreement") on _____ day of _____, 202____, setting forth the terms and conditions of the Project and related redevelopment incentives described therein.

[3] DRAFT NOTE: Subject to boundary revisions – we may want to just reference a legal and not the Parcel IDs given the City's potential retention of portions of the Project

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

1. **Description**. The Property is described on Exhibit "1" attached hereto and incorporated herein by reference.

2. **Restrictive Covenant**. During the term of the Agreement, the Property shall not be used for any purpose other than multifamily rental housing with a combination of both Workforce and Market Rate Housing as described in the Agreement.

3. **Redevelopment Incentives**. The CRA agrees to and shall provide financial support for the Project by providing Developer Reimbursement Payments out of Surplus Increment Revenues generated by the Project subject to the terms and conditions as described in the Agreement.

4. **Successors**. The Agreement and the covenants and conditions contained therein shall run with the Property and shall bind, and the benefits shall inure to, respectively, the Developer and its successors and assigns and all subsequent Owners of the Property and the Project, and to the CRA for the term of the Agreement except as otherwise expressly provided therein.

5. **Counterparts**. This Memorandum of Agreement may be executed in counterparts, each of which, when executed and delivered, shall be an original, and such counterparts together constitute one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[SIGNATURES OF THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have set their hands as of the _____ day of _____, 202___.

Witnesses:

_____

Print Name: _____

_____

Print Name:_____

CITY OF BRADENTON, FLORIDA

By:_____
Gene Brown, Mayor

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me by means of [__] physical presence or [__] online notarization this _____, 202_____, by _____, as Mayor of the CITY OF BRADENTON, FLORIDA.

Personally Known ___ or Produced Identification _____
Type of Identification Produced _____

(NOTARY SEAL)

_____
Notary Public-State of _____
Name:_____
My Commission Expires: _____
My Commission Number is:_____

IN WITNESS WHEREOF, the parties hereto have set their hands as of the _____ day of _____, 202___.

Witnesses:

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BRADENTON, FLORIDA

_____

Print Name: _____

By: _____
Kemp Schuessler, Chairperson

_____

Print Name: _____

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me by means of [__] physical presence or [__] online notarization this _____, 202_____, by _____, as Chairperson of the COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BRADENTON, FLORIDA.

Personally Known ___ or Produced Identification _____
Type of Identification Produced _____

(NOTARY SEAL)

_____
Notary Public-State of _____
Name: _____
My Commission Expires: _____
My Commission Number is: _____

IN WITNESS WHEREOF, the parties hereto have set their hands as of the _____ day of _____, 202___.

Witnesses:

[_____]

_____

Print Name:_____ By: _____

_____ Its: _____

Print Name:_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [__] physical presence or [__] online notarization this __ day of _____, 202__, by _____, as _____ of [_____]

Personally Known ___ or Produced Identification _____
Type of Identification Produced _____

(NOTARY SEAL)

_____
Notary Public-State of _____
Name:_____
My Commission Expires: _____
My Commission Number is:_____

EXHIBIT "1"
LEGAL DESCRIPTION

Shuffleboard Parcel:

A portion of the parcels described in Deed Book 70, Page 528 and Deed Book 70, Page 56, of the Public Records of Manatee County, Florida, being described as follows:

BEGIN at the Northwest corner of Lot 5, Block D of A PORTION OF LOT D BALLARD'S SUBDIVISION OF BRADENTOWN, FLA, recorded August 30,1910, in Plat Book 1, Page 101, of the Public Records of Manatee County, Florida; thence S 89° 11' 18" E, along the south right-of-way line of Ballard Park Drive, formerly known as Third St and Academy Street and the North line of the two parcels described in Deed Book 70, Page 528 and Deed Book 70, Page 56, of the Public Records of Manatee County, Florida, a distance of 698.50 feet; thence S 02° 17' 25" W, a distance of 97.32 feet; thence N 89° 10' 36" W, a distance of 150.00 feet; thence S 00° 49' 24" W, a distance of 13.00 feet; thence N 89° 10' 36" W, a distance of 546.25 feet to the Southwest corner of said Lot 5; thence N 00° 56' 56" E, along the west line of said Lot 5 and the west line of the parcel described in said Deed Book 70, Page 528, a distance of 110.15 feet to the POINT OF BEGINNING.

Containing 1.72 Acres or 74,898 Square Feet, more or less.

Parking Lot Parcel:

A portion of the parcel described in Official Records Book 186, Page 305, of the Public Records of Manatee County, Florida, being described as follows:

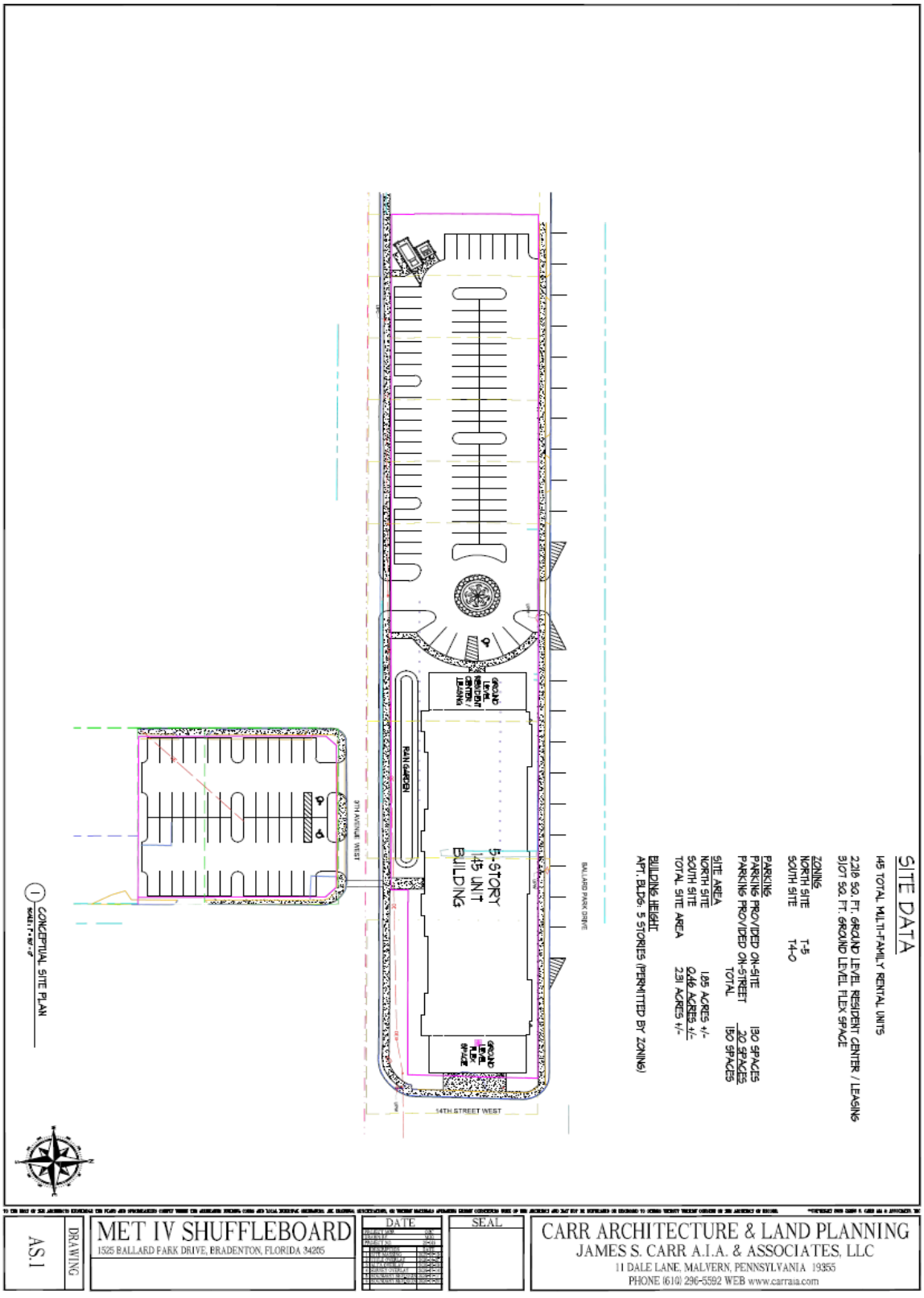
COMMENCE at the Southeast corner of Lot 7, J.A. BETTS SUBDIVISION, recorded April 30,1924, in Plat Book 2, Page 87, of the Public Records of Manatee County, Florida; thence N 89° 05' 57" W, along the south line of said Lot 7, a distance of 5.00 feet to the POINT OF BEGINNING; thence continue, N 89° 05' 57" W, along the said south line, a distance of 129.96 feet to a point 5.00 feet east of the east right-of-way of 15th Street West, formerly known as Sycamore Street; thence N 00° 37' 15" E, along a line, 5.00 feet east of and parallel with the said east right-of-way, a distance of 140.00 feet; thence N 43° 39' 43" E, a distance of 10.61 feet; thence S 89° 13' 06" E, a distance of 115.00 feet; thence S 43° 06' 37" E, a distance of 11.16 feet to a point 5.00 feet west of the west right-of-way of a 16-foot wide alley being 14th Street Court West; thence S 00° 37' 13" W, along a line, 5.00 feet west of and parallel with the said west right-of-way, a distance of 140.00 feet to the POINT OF BEGINNING.

Containing 0.44 Acres or 19,163 Square Feet, more or less.

EXHIBIT "D"
PROJECT SCHEDULE

Commencement Date:	December 31, 2028
Substantial Completion Date:	April 30, 2030

EXHIBIT "E"
PROJECT CONCEPT



AGENDA ITEM NO. 9.b

Item Cover Page

CITY COUNCIL MEETING AGENDA ITEM REPORT

DATE: September 23, 2026

SUBMITTED BY: Corey Fortin, City Administration

ITEM TYPE: Agreement

AGENDA SECTION: UNFINISHED BUSINESS

SUBJECT: Fourth Amendment to Purchase and Sale Agreement with PHBGF Ventures, LLC - Revised Supporting Document

SUGGESTED ACTION: Approval

Is this item Quasi-Judicial?
No

Does this item require a public hearing?
No

EXPLANATION:
All due diligence matters contemplated under the Purchase & Sale Agreement have been completed and the parties wish to amend the Agreement for the following reasons:

- The description of the real property has been amended to account for portions of the property that were retained by the City of Bradenton for future municipal purposes related to parking, right of way and sidewalk improvements;

- To include the Agreed upon Form for the Incentives Agreement which has negotiated by the parties;

- During the course of Purchaser's inspection of the property, purchaser's environmental consultant identified evidence of a potential recognized environmental condition due to the proximity of the property to a former dry cleaning business. Based on this finding, the Seller, Purchaser, and CRA have agreed that the CRA will pursue a Brownfield Area designation of the site, and further to allow Purchaser the option to pursue the approval of a

Brownfield Site Rehabilitation Agreement "BSRA" for the Site with FDEP at Purchaser's sole cost and expense, and to conduct F.A.C. site rehabilitation, as necessary, to pursue the successful completion of the BSRA as evidenced by a Site Rehabilitation Completion Order ("SRCO"). The Amendment sets forth the two Consultants that have been agreed to for service as Purchaser's consultant.

- The Amendment further sets forth that the CRA has agreed to contribute an amount not to exceed $9,900.00 towards the total of the Brownfield Designation Costs, Purchaser's BSRA costs and SRCO costs.

- The City, as seller, agrees to cooperate with Purchaser in pursuit of any Voluntary Cleanup Tax Credits afforded to the Purchaser upon completion of the BSRA and any additional tax credits Purchaser may claim for its intended development of the property as affordable housing.

FINANCIAL IMPACT:
N/A

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

SUGGESTED MOTION:
Motion to approve the Fourth Amendment to Purchase and Sale Agreement with PHBGF Ventures, LLC and authorize execution by the Mayor.

ATTACHMENTS:
Fourth Amendment to Purchase and Sale Agreement with PHBGF Ventures, LLC - REVISED

FOURTH AMENDMENT TO PURCHASE AND SALE AGREEMENT

THIS FOURTH AMENDMENT TO PURCHASE AND SALE AGREEMENT (the "**Amendment**") is entered into by and between THE CITY OF BRADENTON, a Florida municipal corporation (the "**Seller**"), and PHBGF VENTURES, LLC, a Florida limited liability company ("**Purchaser**"), and is dated effective as of September ____, 2026 (the "**Amendment Effective Date**"). This Amendment is further joined and consented to by THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BRADENTON, a public body of the State of Florida (the "**CRA**") for the limited purposes provided herein.

RECITALS:

A. Seller and Purchaser are parties to that certain Agreement For Sale and Purchase of Property, dated effective as of March 2, 2026, as amended by that certain First Amendment to Purchase and Sale Agreement, dated effective May 27, 2026, as further amended by that certain Second Amendment to Purchase and Sale Agreement, dated effective July 22, 2026, and as further amended by that certain Third Amendment to Purchase and Sale Agreement, dated effective August 26, 2026 (collectively, the "**Agreement**") for the sale and purchase of the Property, as more particularly defined in the Agreement.

B. Seller and Purchaser desire to amend the Agreement as set forth in this Amendment.

AGREEMENT:

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars ($10.00) and other good and valuable considerations not herein recited, but the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals and definitions. The foregoing recitals are incorporated herein by reference as true and correct. Unless otherwise defined herein, any capitalized terms shall have the meaning and definition set forth in the Agreement.

2. Real Property. Seller and Purchaser agree that the definition of Real Property in the Agreement is hereby replaced and shall consist of approximately 2.16 acres as legally described on **Exhibit A** attached hereto.

3. Development and Incentives Agreement. The agreed upon form of the Development and Incentives Agreement is attached hereto as **Exhibit B**.

4. Brownfield Designation. During the course of Purchaser's Inspection of the Real Property pursuant to Section 4 of the Agreement, Purchaser's environmental consultant identified evidence of a potential recognized environmental condition ("**REC**") due to the proximity of the Property to a former drycleaner that operated at 817 Tamiami Trail West, Bradenton, Florida. As a result, and following joint discussions between Seller, the CRA, and Purchaser, the CRA agrees to pursue a Brownfield Area designation pursuant to Chapter 376.80, Florida Statutes, for the Property (the "**Brownfield Designation**"). The CRA will provide Purchaser with reasonable advance notice of all public and private hearings and meetings with governmental entities/agencies

involved in the approval process of the Brownfield Designation so that Purchaser may be in attendance if it chooses to do so. The CRA shall use good faith and diligent efforts to obtain the Brownfield Designation within ninety (90) days after the Amendment Effective Date (the "**Brownfield Designation Deadline**"). Notwithstanding anything to the contrary in the Agreement, in the event the CRA is unable to obtain the necessary approvals for the Brownfield Designation prior to the Brownfield Designation Deadline, then within ten (10) days after the Brownfield Designation Deadline, Purchaser shall have the option to (i) accept the Property without the Brownfield Designation approved; (ii) extend the Brownfield Designation Deadline by an additional thirty (30) days; or (iii) terminate the Agreement, whereupon the duties and obligations of each of the parties hereto (except those that expressly survive termination of this Agreement) shall end, and the Deposit shall be promptly returned to Purchaser. If the Brownfield Designation is delayed rather than declined, Purchaser's acceptance of the Property under this Paragraph will not relieve the CRA's obligation to complete the pursuit of the Brownfield Designation even beyond the Brownfield Designation Deadline. Subject to the potential contribution from Purchaser as set forth below, the CRA shall be responsible for all costs to complete the Brownfield Designation, including any costs to engage consultants or attorneys (collectively, the "**Brownfield Designation Costs**").

5. BSRA. Seller, CRA, and Purchaser have agreed to allow Purchaser the option to pursue the approval of a Brownfield Site Rehabilitation Agreement ("**BSRA**") for the Property with the FDEP. Notwithstanding the CRA's agreement to pursue the Brownfield Designation, if so elected by Purchaser, Purchaser agrees to pursue approval and execution of the BSRA, at Purchaser's cost and expense. All costs incurred by Purchaser in pursuit of the BSRA, including reasonable attorneys' fees and any testing fees required to negotiate the BSRA with the FDEP, shall be referred to herein as the "**Purchaser's BSRA Costs**". Following the Amendment Effective Date, Purchaser shall use good faith efforts to work with FDEP to negotiate the BSRA; provided, however, the final form of the BSRA shall be subject to the approval of Seller, not to be unreasonably withheld, conditioned, or delayed. Purchaser and Seller agree to use commercially reasonable efforts to identify both the Seller and Purchaser as a "Person responsible for brownfield site rehabilitation" under the BSRA (a "**PRFBSR**"). Promptly following the approval of the Brownfield Designation and Seller and Purchaser's agreement that the BSRA is mutually agreeable, Seller and Purchaser shall execute the mutually agreeable BSRA. At Closing, and to the extent applicable given the proposed joint execution of the BSRA, the BSRA shall be assigned to, and assumed by the Purchaser, in form as required by FDEP. The execution by the parties of an "Assignment and Assumption of Brownfield Site Rehabilitation Agreement", as applicable, shall be added as a closing deliverable from both Seller and Purchaser if required.

6. SRCO. In addition to coordinating the approval of the BSRA, Purchaser, at Purchaser's expense and prior to Closing shall have the right to conduct pursuant to Chapter 62-780, F.A.C. site rehabilitation, as such term is defined at Fla. Stat. § 376.79(19), as necessary to pursue the successful completion of the BSRA, which shall be evidenced by the issuance of a Site Rehabilitation Completion Order ("**SRCO**") for the Property. Purchaser shall utilize an environmental consulting firm ("**Purchaser's Consultant**") that is reasonably acceptable to Seller. As of the Amendment Effective Date, Seller acknowledges and agrees that both Engineering Consulting Services ("ECS") and Geosyntec Consultants, Inc are acceptable to serve as Purchaser's Consultant. Any changes to Purchaser's Consultant shall require the approval of Seller and CRA, with such approval not to be unreasonably withheld, conditioned, or delayed. All

costs incurred by Purchaser in pursuit of the SRCO, including reasonable attorneys' fees and all testing fees, shall be referred to herein as the "Purchaser's SRCO Costs". To the extent any access to the Property is required of Purchaser or its consultants to complete the BSRA, any such access shall be subject to the terms of Section 4(a) of the Agreement, including but not limited to the indemnification and insurance requirements therein. At least seven (7) days prior to Purchaser's or Purchaser's Consultant's intended entry onto the Real Property for the purpose of conducting any site rehabilitation, Purchaser shall provide Seller with a scope or proposal prepared by Purchaser's environmental consultant setting forth in reasonable detail the proposed activities for Seller's reasonable approval. Purchaser shall inform Seller of any meeting or discussion with FDEP regarding the Real Property and shall afford Seller a reasonable chance to participate in such meeting. Purchaser shall copy Seller on all communications between Purchaser and FDEP. Notwithstanding anything to the contrary in the Agreement, if Purchaser elects to pursue the BSRA and site rehabilitation, Purchaser shall thereafter pursue the same diligently and in good faith, and Section 5 of the Agreement is hereby modified to add receipt of the SRCO, in form reasonably acceptable to Purchaser, to the list of required "Purchaser's Conditions Precedent"

7. Cost Allocation. CRA has agreed to contribute the sum of Nine Thousand Nine Hundred Dollars ($9,900.00) towards the total of the Brownfield Designation Costs, Purchaser's BSRA Costs, and Purchaser's SRCO Costs. All costs to complete the Brownfield Designation, BSRA, and SRCO in excess of Nine Thousand Nine Hundred Dollars ($9,900.00) shall be the responsibility of Purchaser. Should the Brownfield Designation Costs be less than Nine Thousand Nine Hundred Dollars ($9,900.00), the CRA agrees to reimburse Purchaser for Purchaser's BSRA Costs and/or Purchaser's SRCO Costs in an aggregate amount not to exceed the difference between Nine Thousand Nine Hundred Dollars ($9,900.00) and the Brownfield Designation Costs, within thirty (30) days of written request (along with evidence of costs incurred by Purchaser). Further, should the Brownfield Designation Costs exceed Nine Thousand Nine Hundred Dollars ($9,900.00), Purchaser agrees to reimburse CRA for any Brownfield Designation Costs in excess of Nine Thousand Nine Hundred Dollars ($9,900.00), payable to the CRA within thirty (30) days of written request (along with evidence of costs incurred by CRA).

8. Tax Credits. To the extent the Brownfield Designation and/or completion of the BSRA affords the owner of the Property to be eligible for any Voluntary Cleanup Tax Credits ("**VCTC**") pursuant to Florida Statutes, including after Closing, Seller agrees to cooperate with Purchaser in pursuit of such credits, including but not limited to jointly signing any applications required in light of the intended joint BSRA. In addition to credits under the VCTC program, Purchaser shall have the right to pursue any and all additional tax credits and bonuses that may be available under Florida Statutes Section 376.30781 and federal law as it relates to redevelopment of the site following designation as a brownfield, including but not limited to tax credits that Purchaser may claim for its intended development of the Property as affordable housing (collectively, "**Tax Credits**"). Seller agrees to cooperate with Purchaser in pursuit of all such Tax Credits, including any joint applications as may be necessary under applicable law. To the extent Purchaser is awarded any Tax Credits (less any difference between the face value of such Tax Credits and the price Purchaser receives through sale of such credits), Purchaser agrees to make a donation, to a 501(c)(3) organization selected by the CRA, in an amount equal to 10% of the value of the Tax Credits, with the balance of the Tax Credits to be retained by Purchaser. The terms and conditions of this section shall expressly survive Closing.

9. Ratification. Except as expressly modified herein, all other terms, covenants and provisions of the Agreement shall remain in full force and effect.

10. Miscellaneous. In the event of a conflict between the terms and provisions of the Agreement and the terms and provisions of this Amendment, the terms and provisions of this Amendment shall control. This Amendment may be executed in one or more counterparts, the signature pages of which may be combined to constitute one instrument. Facsimile or electronic mail copies of this Amendment and the signatures thereon shall have the same force and effect as if the same were original documents.

[Remainder of page left intentionally blank]

[SIGNATURE PAGE – FOURTH AMENDMENT]

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date and year first above written.

SELLER:

THE CITY OF BRADENTON, a Florida municipal corporation

By:_____
Print Name: Gene Brown
Title: Mayor

Execution Date: September _____, 2026

PURCHASER:

PHBGF VENTURES LLC,
a Florida limited liability company

By: PEARL HOMES HOLDINGS, LLC, a Delaware limited liability company, its Member

By: _____
Marshall S. Gobuty, as Manager

Date of Execution: September _____, 2026

By: BG FRAMEWORK, LLC, a Florida limited liability company, its Member

By: Framework Development, LLC, a Florida limited liability company, as Manager

By:_____
Phillip A. Smith, as Manager

Execution Date: September _____, 2026

[signatures continue]

[SIGNATURE PAGE – FOURTH AMENDMENT]

The CRA joins and consents to this Amendment for the purpose of acknowledging and agreeing to the obligations of the CRA as provided herein.

CRA:

THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BRADENTON, a public body of the state of Florida

By: _____
Print Name: _____
Title: _____

Date of Execution: _____

Exhibit A
Real Property

Shuffleboard Parcel:

A portion of the parcels described in Deed Book 70, Page 528 and Deed Book 70, Page 56, of the Public Records of Manatee County, Florida, being described as follows:

BEGIN at the Northwest corner of Lot 5, Block D of A PORTION OF LOT D BALLARD'S SUBDIVISION OF BRADENTOWN, FLA, recorded August 30,1910, in Plat Book 1, Page 101, of the Public Records of Manatee County, Florida; thence S 89° 11' 18" E, along the south right-of-way line of Ballard Park Drive, formerly known as Third St and Academy Street and the North line of the two parcels described in Deed Book 70, Page 528 and Deed Book 70, Page 56, of the Public Records of Manatee County, Florida, a distance of 698.50 feet; thence S 02° 17' 25" W, a distance of 97.32 feet; thence N 89° 10' 36" W, a distance of 150.00 feet; thence S 00° 49' 24" W, a distance of 13.00 feet; thence N 89° 10' 36" W, a distance of 546.25 feet to the Southwest corner of said Lot 5; thence N 00° 56' 56" E, along the west line of said Lot 5 and the west line of the parcel described in said Deed Book 70, Page 528, a distance of 110.15 feet to the **POINT OF BEGINNING**.

Containing 1.72 Acres or 74,898 Square Feet, more or less.

Parking Lot Parcel:

A portion of the parcel described in Official Records Book 186, Page 305, of the Public Records of Manatee County, Florida, being described as follows:

COMMENCE at the Southeast corner of Lot 7, J.A. BETTS SUBDIVISION, recorded April 30,1924, in Plat Book 2, Page 87, of the Public Records of Manatee County, Florida; thence N 89° 05' 57" W, along the south line of said Lot 7, a distance of 5.00 feet to the **POINT OF BEGINNING**; thence continue, N 89° 05' 57" W, along the said south line, a distance of 129.96 feet to a point 5.00 feet east of the east right-of-way of 15th Street West, formerly known as Sycamore Street; thence N 00° 37' 15" E, along a line, 5.00 feet east of and parallel with the said east right-of-way, a distance of 140.00 feet; thence N 43° 39' 43" E, a distance of 10.61 feet; thence S 89° 13' 06" E, a distance of 115.00 feet; thence S 43° 06' 37" E, a distance of 11.16 feet to a point 5.00 feet west of the west right-of-way of a 16-foot wide alley being 14th Street Court West; thence S 00° 37' 13" W, along a line, 5.00 feet west of and parallel with the said west right-of-way, a distance of 140.00 feet to the **POINT OF BEGINNING**.

Containing 0.44 Acres or 19,163 Square Feet, more or less.

Exhibit B
Form of Development and Incentives Agreement

[follows]

AGREEMENT FOR THE DEVELOPMENT OF PROPERTY AND REDEVELOPMENT INCENTIVES

BETWEEN

THE CITY OF BRADENTON, FLORIDA

AND

THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BRADENTON, FLORIDA

AND

[_____][1]

Dated this __ day of _____, 202_

[1] [1] DRAFT NOTE: Developer intends to form a single purpose entity for purposes of this project; reserving input of subsidiary or affiliate entity (under common ownership or control of Developer) – as permitted by the terms of Section 23.h of Purchase Agreement

AGREEMENT FOR THE DEVELOPMENT OF PROPERTY AND REDEVELOPMENT INCENTIVES

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"B" Application, Estimated Cost Benefit Analysis, Add-On Incentives, and Description
"C" Memorandum of Agreement
"D" Project Schedule
"E" Project Concept

AGREEMENT FOR THE DEVELOPMENT OF PROPERTY AND REDEVELOPMENT INCENTIVES

THIS AGREEMENT FOR THE DEVELOPMENT OF PROPERTY AND REDEVELOPMENT INCENTIVES is made and entered into this _____ day of _____, 202__ by and between the CITY OF BRADENTON, FLORIDA, a municipal corporation of the State of Florida (the "City"), the COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BRADENTON, FLORIDA, a dependent special district of the City of Bradenton, created pursuant to Part III, Chapter 163, Florida Statutes (the "CRA"), and [_____, a _____] (the "DEVELOPER").

WITNESSETH:

WHEREAS, pursuant to Part III, Chapter 163, Florida Statutes, the Community Redevelopment Act of 1969 (the "Act"), as amended, the City has previously created the CRA to undertake redevelopment within the corporate limits of the City pursuant to the Act; and

WHEREAS, on November 24, 1993, the City pursuant to Ordinance No. 2504 created the Tamiami Trail Community Redevelopment Area; and

WHEREAS, the Tamiami Trail Community Redevelopment Area is currently scheduled to sunset on September 30, 2040; and

WHEREAS, on September 28, 2023, the City, upon recommendation of the CRA, adopted the current Sustainable Redevelopment Plan for the Tamiami Trail Community Redevelopment Area; and

WHEREAS, on October 14, 1981, the City pursuant to Ordinance No. 2265 created the Downtown Community Redevelopment Area; and

WHEREAS, the Downtown Community Redevelopment Area is currently scheduled to sunset on September 30, 2040; and

WHEREAS, on September 28, 2023, the City, upon recommendation of the CRA, adopted the current Sustainable Redevelopment Plan for the Downtown Community Redevelopment Area; and

WHEREAS, on April 25, 2024, the CRA Board of Directors, adopted the Sustainable Redevelopment Incentives Program ("SRIP") to promote private sector investment opportunities to encourage sustainable redevelopment in the Downtown, Central and Tamiami Trail Community Redevelopment Areas; and

WHEREAS, the City owns the real property located at 1525 Ballard Park Drive, Bradenton, Florida 34205, and 907 15th Street W., Bradenton, Florida 34205, all as more particularly described in Exhibit "A" attached hereto (the "Project Site")[2]; and

WHEREAS, the Project Site is currently located partially in the Tamiami Trail Community Redevelopment Area and partially within the Downtown Community Redevelopment Area; and

WHEREAS, in June 2025 the City received an unsolicited offer from the Developer to purchase the Project Site; and

WHEREAS, the disposition was advertised in accordance with Section 163.380, Florida Statutes; and

WHEREAS, the Developer's proposal was the only proposal received to purchase the Project Site; and

WHEREAS, the City and the Developer entered into that certain Purchase and Sale Agreement, dated March 02, 2026 (as amended, the "Purchase and Sale Agreement") pursuant to which the Project Site will be conveyed to the Developer in accordance with the terms and conditions set forth therein;

WHEREAS, as a condition precedent to the Purchase and Sale Agreement, the City, the CRA, and the Developer are required to enter into a written agreement setting forth the terms and conditions for development of the Project Site and redevelopment incentives associated therewith; and

WHEREAS, on or about April 15, 2026, Developer submitted its SRIP Application to the CRA in connection with the Project; and

WHEREAS, Developer intends to construct a project consisting of a 145-unit multifamily development which will include workforce housing at the Project Site; and

WHEREAS, the Plan encourages new and rehabilitated housing in the Area, including workforce housing and multi-family residential developments, such as the Project; and

WHEREAS, the Developer has represented to the CRA that but for financial assistance from the CRA to offset the cost of constructing the Project and to attain the minimum financial returns sought by real estate equity investors and lenders, the Project as currently envisioned is not feasible and the Developer will not be able to proceed with the Project under its current conceptual plan; and

WHEREAS, the CRA has determined that the use of increment revenue in the Area to incentivize the Project is appropriate and consistent with the Plan and SRIP and should be undertaken by the CRA; and

---

[2] DRAFT NOTE: Given the potential changes in boundaries dues to ROW and easement areas, we recommend not using historical parcel ID numbers and have the legal desc. govern.

WHEREAS, at a public meeting of the CRA on April 22, 2026, the CRA voted to approve as an inducement for the Project, that the CRA pay to the Developer Increment Revenues incentives based on the factors and procedures described in the SRIP; and

WHEREAS, under the existing SRIP, the base total incentive amount under the existing SRIP shall not exceed 12% of the difference between the appraised value of the property before and after the Project, the annual reimbursement base payment shall be 50% of the annual increment revenue generated by the Project, and additional percentages may be added to the annual reimbursement base pursuant to the Application, Estimated Cost Benefit Analysis, Add-On Incentives and Description attached hereto and incorporated herein as Exhibit "B"; and

WHEREAS, after reviewing the proposal and having considered the Project, the CRA has decided to move forward subject to a definitive agreement between the CRA and Developer setting forth the respective duties and responsibilities of the parties in redeveloping the Project Site and the terms and conditions thereof; and

WHEREAS, this Agreement has been prepared and reviewed by the City, the CRA, and the Developer, and the City, the CRA, and the Developer desire to enter into this Agreement to effectuate the redevelopment and use of the Project Site; and

WHEREAS, Developer has requested, as part of the Project, a waiver of certain impact fees from the City in order to construct the Project with workforce housing, and the City has agreed to waive a portion of the impact fees, with the CRA also agreeing to reimburse a portion of the impact fees paid for this purpose; and

WHEREAS, while this Agreement governs the Area, as defined herein, should the Project Site be located within an additional community redevelopment area formed within the City, including but not limited to a new 40-year CRA as contemplated by the City and CRA, and provided such new community redevelopment area is set to sunset after the respective sunset dates for the Area herein, Developer may elect to pursue incentives as may be available pursuant to the new community redevelopment area, and if such incentives are approved by the CRA Board, then Developer, City, and CRA shall negotiate in good faith to amend or restate this Agreement, as applicable, to reflect such incentives.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

1.1 Definitions. The initially capitalized terms defined in this Article 1 shall have the following meanings when used in this Agreement:

(a) "Act" means Part III, Chapter 163, Florida Statutes known and referred to as the Community Redevelopment Act of 1969.

(b) "Agreement" means this Agreement for Development of Property and Redevelopment Incentives, including all Exhibits and all amendments, modifications, addenda, supplements and revisions to this Agreement or to any of the Exhibits.

(c) "Area" means the area in the City designated as the Tamiami Trail Community Redevelopment Area and/or the Downtown Community Redevelopment Area, as applicable, and as defined in the Plan.

(d) "Bond Payments" means payments by the CRA, which are collateralized by a first lien, as of the date of this Agreement, on and payable solely out of revenues pledged to and received by the CRA and deposited into the Redevelopment Trust Fund, to the holders of any bond, as well as any publicly offered bond or private placement with a bank or other lender, issued for the Area.

(e) "Bond Proceedings" means the proceedings authorizing the issuance of future bond offerings for the Area.

(f) "Building Permit" means the permit, certificate, license or other approval by the City or other applicable authority having jurisdiction required to be obtained, issued, granted, or received as the final such permit, certificate, license or approval prior to commencement of construction, or equipping of any existing structure located on the Project Site, but not including any permit, certificate, license or other approval required for the demolition of any such structure.

(g) "Certificate of Occupancy" means that upon satisfactory completion of a building, structure, electrical, gas, mechanical or plumbing system, a document issued by the authority having jurisdiction certifying a building's compliance with applicable building codes and other laws and indicating it to be in a condition suitable for occupancy.

(h) "City" means the Bradenton, Florida, a Florida municipal corporation and its successors or assigns.

(i) "Commencement Date" means the date when the Developer has received all required site development permits for the Project and begins earthmoving on the Project Site pursuant to a site development permit.

(j) "Construction Documents" means the final set of plans and specifications sealed by the project architect and engineer that are used to construct the phases of the Project.

(k) "Construction Period" means the period of time beginning on the Commencement Date and ending on the Substantial Completion Date.

(l) "CRA" means the Community Redevelopment Agency of the City of Bradenton, Florida.

(m) "Design Documents" means the Site Improvement Plan, site elevation, design concept, any recommended streetscape improvements on or adjacent to the Project, a depiction of the pedestrian and automobile ingress and egress to the Project Site and any automobile parking on the Project Site as prepared by or for the Developer as provided in Article 3 hereof.

(n) "Developer" means [_____], LLC and its successors or assigns.

(o) "Developer Project Costs" means the costs incurred by and the responsibility of the Developer to pay for financing, constructing, equipping, furnishing, and completing the Project and costs related thereto.

(p) "Effective Date" means the date on which this Agreement goes into effect as provided in Section 13.21 hereof.

(q) "Executive Director" means the executive director of the CRA or his or her designee.

(r) "Exhibits" means those agreements, forms of agreements, instruments, legal descriptions, schedules, maps, depictions and other documents attached hereto and designated as Exhibits to this Agreement or incorporated by reference into this Agreement to the same extent as if fully set forth herein.

(s) "Expiration Date" means the date on which this Agreement expires by its own terms and is no longer of any force and effect as provided in Section 13.20 hereof.

(t) "Fiscal Year" means the period of time commencing on October 1 of each year and ending on the next succeeding September 30 or such other consecutive twelve (12) month period as may be hereafter designated by or pursuant to law as the fiscal year of the CRA.

(u) "Force Majeure" means those conditions constituting a basis for excuse from performance by any party hereto of its obligations hereunder, as such conditions are described in and are subject to the provisions of Section 9.1 hereof.

(v) "Increment Revenues" means funds generated from the Area having the same meaning as in Section 163.340(22), Florida Statutes, as it pertains to funds paid by the taxing authorities with respect to the Area as calculated and deposited in the Redevelopment Trust Fund for the Area pursuant to Section 163.387, Florida Statutes.

(w) "Memorandum of Agreement" means a memorandum of this Agreement in recordable form, between the CRA and Developer highlighting the terms and conditions of this Agreement so any lender or subsequent purchaser of the Project will be on notice of this Agreement and that it imposes conditions and obligations on the owner of the Project Site. (A copy of the form of Memorandum of Agreement is attached hereto as Exhibit "C")

(x) "Overhead Expenses" means the Area's pro-rata share of the core expenses necessary for the continued operation of the CRA paid from the Increment Revenues deposited in the Redevelopment Trust Fund, including but not limited to personnel, office overhead, rental agreements, property leases, and the fixed costs paid to the City for use of the in-house services, but expressly not including any Increment Revenue incentive payments for which the CRA is obligated, contractual or otherwise, to pay, that were approved prior to or after this Agreement.

(y) "Plan" means the Sustainable Community Redevelopment Plan for the Area in effect on the Effective Date of this Agreement.

(z) "Preliminary Design Documents" means a preliminary narrative and graphic description and depiction of the Project, including the concept plan, site elevation, design concept, any recommended streetscape improvements on or adjacent to the Project, a depiction of the pedestrian and automobile ingress and egress to the Project Site and any automobile parking on the Project Site prepared by or for Developer.

(aa) "Project" means the development of an approximately 145-unit multifamily development with a minimum of 10% of the units being set aside for Workforce/Rental Housing on the Project Site, and as further described in this Agreement.

(bb) "Project Concept" means the project description, the renderings depicting the Project, the project site plan, and any and all revisions, amendments, changes, supplements, addenda or modifications thereto approved by the City and CRA.

(cc) "Project Financing" means the funds available to the Developer to pay the Developer Project Costs.

(dd) “Project Financing Commitment" means a commitment by a financial institution, other person, or entity to provide the Project Financing.

(ee) “Project Schedule” means the schedule and sequence of events prepared by Developer for the commencement, progression, and completion of the design, construction, rehabilitation, equipping and furnishing of the Project, the initial form of which is attached hereto as Exhibit “D,” including revisions, amendments and changes thereto made from time to time as provided in Article 2 hereof.

(ff) “Project Site” means the parcel of land within the Area upon which the Project is to be located, as more particularly described in Exhibit “A” hereto.

(gg) “Proposal” means the Developer’s initial proposal for construction of the Project, approved by the City and CRA and any revisions, amendments, changes, supplements, addenda or modifications thereto (including written explanations, clarifications, or additional information), all as submitted by the Developer to the City and the CRA.

(hh) “Public Charges” means all Project and Project Site related fees, taxes and charges by government agencies.

(ii) “Redevelopment Trust Fund” means the Area’s Trust Fund created and established pursuant to Section 163.387, Florida Statutes, in which the Increment Revenues are deposited.

(jj) “Reimbursement Payments” means the annual payments to be made to Developer pursuant to the SRIP and subject to and in accordance with the terms and conditions provided in this Agreement.

(kk) “Rental Housing” means housing units made available for rental, and not ownership, each of which units shall contain complete living facilities that are to be used other than on a transient basis and facilities that are functionally related and subordinate to the living facilities

(ll) “Site Improvement Plan (SIP)” means the final plans and specifications for the site improvements which have been approved by the City.

(mm) “Substantial Completion” means the construction of the Project is substantially completed, as evidenced by the issuance of a Certificate of Occupancy (CO) by the City or other appropriate governmental entity having jurisdiction over the Project or the Project Site.

(nn) “Substantial Completion Date” shall be the date Developer achieves Substantial Completion as described herein, but in no event shall the Substantial Completion Date be later than April 30, 2030.

(oo) “Surplus Increment Revenues” means the amount of Increment Revenues remaining in the Redevelopment Trust Fund after the Bond Payments and Overhead Expenses have been paid by the CRA, and which are legally available to fund the

Reimbursement Payments; provided that the Increment Revenue generated by properties not subject to any Increment Revenue shall be first used to pay Bond Payments and Overhead Expenses before any Increment Revenue generated by properties subject to Increment Revenue incentives be so used; in the event that the total Increment Revenue not subject to incentives be insufficient to pay the Bond Payments and Overhead Expenses, then the Increment Revenues generated by this Project may be used on a pro-rata basis with other Increment Revenues subject to the incentives.

(pp) "Sustainable Redevelopment Incentives Program" is the CRA's program to incentivize private sector investment opportunities to reduce slum and blight and encourage sustainable redevelopment in the Downtown, Central and Tamiami Trail Community Redevelopment Areas by providing financial incentives.

(qq) "Termination Date" means the date on which this Agreement is terminated and is no longer of any force and effect as provided in Section 8.1 and 8.2 hereof.

(rr) "Termination Notice" means the notice given by either party pursuant to ARTICLE 8 hereof.

(ss) "Total Reimbursement Payment" means the total of all combined Reimbursement Payments in accordance with the terms and conditions provided in this Agreement.

(tt) "Workforce Housing" means housing for low- to -moderate income households, with rents based on the rent limits applicable to 80 to 120 percent of Area Median Income ("**AMI**"), as posted annually by the Florida Housing Finance Corporation ("**FHFC**") and adjusted based on revised local data for Manatee County, Florida.

1.2 Use of Words and Phrases. Words of the masculine gender shall be deemed and construed to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the singular shall include the plural as well as the singular number and the word "person" shall include corporations and associations, including public bodies, as well as natural persons. "herein," "hereby," "hereunder," "hereof," "hereinbefore," "hereinafter" and other equivalent words refer to this Agreement and not solely to the particular portion thereof in which any such word is used.

1.3 Florida Statutes. All references herein to "Florida Statutes" are to Florida Statutes (2025), as amended from time to time, unless specifically indicated otherwise.

ARTICLE 2. PURPOSE: FINDINGS: INTENT

2.1 Purpose. The purpose of this Agreement is to set forth the terms and conditions governing the City's agreement to convey the Project Site to the Developer and the CRA's provision of financial assistance to the Developer as an inducement for the development of the Project on the Project Site as provided herein.

2.2 Findings. The CRA hereby makes the following findings:

1. The Plan encourages multi-family residential development, including workforce housing, in the Area.

2. The Project will enhance the Area in accordance with the Plan by providing needed uses and redevelopment to the Project Site and the surrounding areas.

3. The Developer represented that in order to proceed under the Project Concept, the Developer needs financial assistance from the CRA.

4. There is, in fact, a need by the Developer for financial assistance from the CRA for the Project to proceed.

5. The Increment Revenues generated by the Project and received from the Area by the CRA will be used to provide Developer with financial assistance for the Project to the extent Surplus Increment Revenues exist in any given year, subject to the terms and conditions described herein.

6. The Project will enhance the quality of life and the aesthetic and useful enjoyment of the Area and further the goals and intent of the Plan, conform to the requirements of the Act, and is consistent with and furthers the objectives of the Plan and the SRIP.

7. The Developer has proposed that the CRA provide financial support for the Project by virtue of Reimbursement Payments.

8. The parties hereto acknowledge and agree that but for the financial assistance provided herein, the Developer would not undertake the development of the Project under its current conceptual plan and such assistance is a critical and important inducement to the Developer.

2.3 Intent. It is the intent of the parties hereto to efficiently, effectively and economically cause the successful development of the Project to improve the Project Site and the overall conditions in the Area, as well as implement the Plan.

1. It is further the intent of the parties that Developer shall construct, equip, and otherwise complete the Project on the Project Site by the Substantial Completion Date substantially in accordance with the Design Documents and the Construction Documents.

2. The parties mutually recognize and acknowledge that the City's agreement to convey the Project Site to Developer is subject to Developer constructing and operating the Project in accordance with this Agreement, the Design Documents, and the Construction Documents and the issuance of a Certificate of Occupancy for the Project by the Substantial Completion Date.

3. The parties mutually recognize and acknowledge that Developer will require CRA's financial assistance and CRA's financial assistance is subject to Developer constructing and operating the Project in accordance with this Agreement, the Design Documents, and the Construction Documents and the issuance of a Certificate of Occupancy for the Project by the Substantial Completion Date.

4. The parties acknowledge and agree that the Reimbursement Payments due to the Developer pursuant to this Agreement will only be paid from the Increment Revenue

that is received by the CRA from the Project, and such Reimbursement Payments shall be subject to the terms and conditions set forth herein.

2.4 Project Schedule.

1. The parties hereto acknowledge and agree that it is their mutual desire and intent in entering into this Agreement that a Certificate of Occupancy be issued to the Project no later than the Substantial Completion Date, subject to revision as provided herein. The planning, design, development, construction, equipping, and completion of the Project by Developer shall be diligently undertaken, continued, and completed in accordance with the dates set forth in the Project Schedule attached hereto as Exhibit "D" and subject to revision as provided in Subsection 2(a) below.

2. (a) Due to changes in circumstances, expectations, or assumptions of Developer not now known to or by Developer, those portions of the Project Schedule pertaining to the Project, except for the Substantial Completion Date, may be revised by Developer from time to time, by prior written notice of such revision from Developer to the City and CRA which revision shall be effective upon approval of such written notice by the City Council and CRA Board. Such approval shall not be unreasonably withheld and if not approved or rejected within forty-five (45) calendar days of receipt, then such revision shall be deemed accepted by the City and/or CRA, as applicable.

(b) Except for delays caused by Force Majeure as set forth in Article 9 herein, in the event Substantial Completion of the Project, for whatever reason, is not achieved by the Substantial Completion Date, the CRA shall adjust the Reimbursement Payment owed to Developer pursuant to this Agreement for each year as follows:

i. If Substantial Completion of the Project shall not have occurred on or before the Substantial Completion Date, then the Total Reimbursement Payment based upon the Increment Revenues generated by the Project shall be reduced by one percent (1%) at the beginning of the first month following the Substantial Completion Date, and thereafter shall be reduced by one percent (1%) at the beginning of each successive month until Substantial Completion of the Project. Provided further, however, that if application for a Certificate of Occupancy is filed by the Substantial Completion Date, or prior to the first of a month after the Substantial Completion Date, but the Certificate of Occupancy is received after the Substantial Completion Date or after the first of that month, as applicable, and no material amendment of the application or material remedial work was required to obtain the Certificate of Occupancy, the date the Certificate of Occupancy application was filed shall be considered the date upon which Substantial Completion was achieved.

ii. If Substantial Completion of the Project shall not have occurred by September 30, 2031, then the Developer shall no longer be entitled to the Reimbursement Payments contemplated by this Agreement.

ARTICLE 3. PROJECT

3.1 Project Development.

1. Developer shall be responsible for and shall initiate, diligently continue and complete the Project as contemplated by this Agreement, including the preparation of the Design Documents and Construction Documents, and the construction, and equipping of the Project substantially in accordance with the approved Construction Documents, Design Documents, and Building Permit.

2. Developer shall ensure that the Project adheres in all respects to all applicable building, zoning, parking, life safety, growth management, and all other federal, state, and local laws, codes, regulations, and ordinances that may apply to this Project and Project Site.

3. Developer shall use commercially reasonable efforts to mitigate any construction traffic impacts the Project will cause to the surrounding streets and neighborhoods.

4. Developer shall develop and maintain during the term of this Agreement the Project as a multi-family Rental Housing development consisting of approximately 145 dwelling units, with a minimum of ten percent (10%) of the units being designated and set aside for Workforce Housing. The Project shall be constructed in substantial accordance with the Project Concept. All dwelling units in the Project shall be Rental Housing available for occupancy at all times in accordance with the terms of this Agreement. The Developer shall be required to obtain all necessary permits and approvals for construction of the Project, including applicable permits of the City, and nothing contained herein shall be construed as development approval.

5. Advertisement. The Developer hereby covenants and agrees that it will promptly withdraw from circulation any advertisement published by Developer and

determined by the City or CRA to violate or be inconsistent with this Agreement with respect to promoting Workforce Housing. However, this Agreement does not require the Developer to market the units in any specific manner or any specific representation that the Project is or contains units that are designated Workforce Housing.

6. Annual Report.

(a) The Developer shall, during the term of this Agreement, provide an Annual Report to the City and the CRA by no later than March 31st of each year following Substantial Completion of the Project. The Report shall provide the following information regarding each Workforce Housing unit in the Project during the preceding year: (a) the unit number, (b) the number of people living in the unit, (c) the combined income of the people living in the unit, and (d) the monthly rent charged.

(b) The City and/or CRA shall have the right to review and audit the records of the Developer relating to the Workforce Housing units within the Project to determine compliance with this Agreement. The Developer shall be required upon written notification, to provide the necessary information to perform an audit to the reasonable satisfaction of the City and/or CRA. This information may include without limitation, all tenant lists, applications, leases, waiting lists, income examinations and re-examination relating to the Workforce Housing units. During the term of this Agreement, these materials shall at all times be kept separate and identifiable from any other business of Developer which is unrelated to the Project and shall be maintained in reasonable condition for a proper audit, subject to examination and photocopying during business hours by representatives of the City

and/or CRA. The City and/or CRA shall provide at least five (5) business days prior written notice before performing such audit or examination.

(c) The Developer shall permit the City and/or CRA, or their respective designees, to inspect all records, including but not limited to financial statements pertaining to Workforce Housing units upon reasonable notice and within normal working hours, and shall submit to the City and/or CRA the above-referenced documentation as required by the City and/or CRA. The Developer also acknowledges that the Project Site must comply with the City's Land Use Regulations upon completion of the Project and for the duration of the term of this Agreement.

(d) Subject to any notice requirements under any unit leases, the City and/or CRA may, from time to time, make or cause to be made inspections of the Workforce Housing units and rental records to determine compliance with the conditions specified herein. The City and/or CRA shall notify the Developer prior to scheduled inspections, and the Developer shall make any and all necessary arrangements to facilitate the City's and/or CRA's inspection. Subject to any notice requirements under any unit leases, the City and/or CRA may make, or cause to be made, other reasonable entries upon and inspections of the Project Site and Project, provided that the City and/or CRA shall give the Developer (and its property manager, as applicable) reasonable notice prior to any inspection, specifying reasonable cause therefore, related to the City's and/or CRA's interest in the Project.

(e) The Developer shall comply with restrictions herein regarding the use or occupancy of the Project and shall ensure that all requirements are being

satisfied on a continuing basis in accordance with this Agreement. Developer staff will remain updated and knowledgeable regarding Developer's procedures for filing tenant income certification forms, and compliance certificates, and for verifying compliance with this Agreement.

3.2 Project Concept.

1. As part of the Proposal, the Developer submitted a Project Concept. Developer shall construct the Project substantially as presented in the Project Concept attached as Exhibit "E."

2. The City and CRA have reviewed the Project Concept and by approving and executing this Agreement do approve the Project Concept.

3. If after the Effective Date Developer desires to make any material changes in the Project Concept, Developer shall submit such proposed changes to the City and CRA for review and approval or rejection. Within forty-five (45) calendar days after receipt of said proposed changes, the City Council and CRA Board shall each either approve the proposed changes or notify Developer in writing that such changes are not approved and shall state the specific reason(s) therefore.

3.3 Project Financing. The Developer covenants and agrees that it shall obtain Project Financing for the purpose of providing funds to pay all or a material portion of the Developer Project Costs. The Developer further covenants and agrees that the terms of such Project Financing will not be contrary to any provision of this Agreement and shall not require or permit any use of the Project Site other than as contemplated by this Agreement. Neither the City nor the CRA shall have any responsibility, obligation or liability to the Developer or the provider of the Project Financing for the payment or reimbursement of any of the Developer Project Costs. Developer's

principals shall execute a guaranty of completion of construction or construction completion agreement with Developer's lender for the Project Financing, guaranteeing that construction of the Project will be completed. Developer shall provide the City and CRA with a copy of such agreement prior to the Commencement Date.

ARTICLE 4. REPRESENTATIONS, WARRANTIES AND COVENANTS OF DEVELOPER

4.1 Representations and Warranties. Developer represents and warrants to the City and the CRA that each of the following statements is presently true and accurate as of the date hereof and can be relied upon by the City and the CRA:

1. Developer is a duly authorized and validly existing limited liability company under the laws of the State of Florida, has all requisite power and authority to carry on its business as now conducted, to own or hold its properties and to enter into and perform its obligations hereunder and each instrument to which it is or will be a party, and is duly qualified to transact business in and is in good standing in the State of Florida.

2. The principal place of business of Developer is 35 Watergate Dr., Suite 806, Sarasota, Florida, 34236, and the officers thereof executing this Agreement on behalf of Developer are authorized to act on behalf of Developer and execute this Agreement on behalf of Developer and any such actions by such officers shall be binding upon and enforceable against Developer.

3. Each document in connection with the Project to which Developer is or will be a party has been duly authorized by all necessary action of the part of, and has been, or will be duly executed and delivered by Developer and neither the execution and delivery thereof, nor compliance with the terms and provisions thereof or hereof (a) requires the

approval and consent of any other party, except such as have been duly obtained, (b) contravenes any existing law, judgment, governmental rule, regulation or order applicable to or binding on Developer, or (c) contravenes or results in any breach of, default under or results in the creation of any lien or encumbrance upon any property of Developer other than the Project Site under any indenture, mortgage, deed of trust, bank loan or credit agreement, Developer's organizational documents or any other agreement or instrument to which Developer is a party.

4. Each document contemplated by this Agreement to which Developer is or will be a party constitutes or when entered into will constitute, a legal, valid and binding obligation of Developer enforceable against Developer in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws from time to time in effect which affect creditor's rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

5. There are no pending or, to the knowledge of Developer, threatened actions or proceedings before any court or administrative agency against Developer which may in any case, or in the aggregate, materially adversely affect the validity of this Agreement or any instrument or document contemplated hereunder, the successful development of the Project, the consummation of the transactions contemplated hereunder, or the financial condition of Developer. As used herein, "material adverse effect" shall mean any effect, condition, circumstance, or situation that would prohibit or otherwise materially interfere with the ability of the Developer to perform its obligations under this Agreement or any instrument or document contemplated hereunder.

6. Developer has filed or caused to be filed all federal, state, local and foreign tax returns or has filed extensions thereto, if any, required to be filed by Developer and has paid all taxes shown to be due and payable on such returns or on any assessments levied against Developer.

7. The principal place of business and the offices of Developer is the office in which it keeps its records concerning the Project and all contracts, licenses and similar rights relating thereto.

4.2 Covenants. Developer covenants with the City and CRA that:

1. Developer shall fulfill or cause to be fulfilled all of the conditions and obligations expressed herein which are within the control of Developer or which are the responsibility of Developer to fulfill.

2. During each year this Agreement and the obligations of Developer under this Agreement shall be in effect, Developer shall cause to occur and to continue to be in effect those instruments, documents, certificates and events contemplated by this Agreement that are applicable to, and the responsibility of Developer.

3. The Project shall be constructed and operated in accordance with the Act, this Agreement, the Building Permit, the Construction Documents, the Design Documents, and all applicable local, state, and federal laws and regulations.

4. Developer shall not be in default of any material terms, condition or covenant of any financing for the Project or any document, agreement or instrument contemplated thereby pertaining to such financing.

5. Developer covenants and agrees to comply with all reporting requirements of any governmental agency which pertain to the Project Financing.

6. During the term of this Agreement, the Developer shall not use the Project for any use other than a multifamily Rental Housing with Workforce Housing as described herein.

ARTICLE 5. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE CRA AND THE CITY.

5.1 Representations and Warranties of the CRA. The CRA represents and warrants to Developer that each of the following statements is presently true and accurate as of the date hereof and can be relied upon by Developer:

1. The CRA is the duly designated community redevelopment agency of the City and has all requisite corporate power and authority to carry on its business as now conducted and to perform its obligations under this Agreement and each document contemplated hereunder to which it is or will be a part.

2. This Agreement and each document to which the CRA is or will be a party has been duly authorized by all necessary action on the part of, and has been or will be duly executed and delivered by, the CRA and neither the execution and delivery thereof, nor compliance with the terms and provisions thereof or hereof (a) requires the approval and consent of any other party, (b) contravenes any existing law, judgment, governmental rule, regulation or order applicable to or binding on the CRA or (c) contravenes or results in the creation of any lien or encumbrance upon any party or the CRA, or results in the breach of or default under any indenture, mortgage, deed of trust, bank loan or credit agreement, any special acts, ordinances, resolutions or any other agreement or instrument to which the CRA is a party, specifically including any covenants of any bonds, notes, or other forms of indebtedness of the CRA outstanding on the Effective Date.

3. This Agreement and each document contemplated hereby to which the CRA is or will be a party constitutes, or when entered into will constitute, a legal, valid and binding obligation of the CRA enforceable against the CRA in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws from time to time in effect which affect creditors' rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

4. This Agreement does not violate any laws, ordinances, rules, regulations, orders, contracts or agreements that are or will be applicable thereto.

5. The Plan has been adopted in accordance with the requirements of the Act and the Plan.

6. As of the date of this Agreement, the CRA represents there are no required Bond Payments that would adversely impact Surplus Increment Revenues.

5.2 Covenants of the CRA. The CRA covenants with Developer that:

1. The CRA shall use its best efforts to timely fulfill or cause to be fulfilled all of the conditions expressed in this Agreement within the control of CRA which are the responsibility of CRA to fulfill.

2. So long as this Agreement and the obligations of the CRA under this Agreement shall be in effect, the CRA shall cause to occur and to continue to be in effect those instruments, documents, certificates and events contemplated by this Agreement that are applicable to and the responsibility of the CRA.

3. The CRA agrees to and shall provide financial support for the Project by providing to Developer Reimbursement Payments out of the Surplus Increment Revenues

generated by the Project. The maximum Total Reimbursement Payment will not exceed twelve percent (12%) of the difference between the initial value of the Project Site without improvements as determined by the Manatee County Property Appraiser in the year preceding Substantial Completion of the Project and the appraised value of the Project Site after Substantial Completion. See Exhibit "B" For an illustrative example calculation. The factors and procedures described in the SRIP will determine the final Total Reimbursement Payment amount and the percentage to be paid by the CRA each year to the Developer. Once those figures have been established by the CRA, the parties shall execute and record an addendum to this Agreement to memorialize those final terms prior to the commencement of any Reimbursement Payments. At the creation of this Agreement the Developer was seeking the incentives outlined in Exhibit "B".

4. Nothing provided for herein shall be construed to obligate the CRA to make the Reimbursement Payments as set forth herein unless the Project generates sufficient Increment Revenues to fund said amounts.

5. The Reimbursement Payments shall be made beginning the first year after the Project is placed on the property tax rolls subject to the terms and conditions stated herein. The Reimbursement Payments will continue until the Total Reimbursement Payment amount has been paid in full or until the Area sunsets, whichever occurs first, and unless otherwise modified pursuant to the terms contained in this Agreement. The Area is currently scheduled to sunset on September 30, 2040. Developer shall deliver to the CRA written proof of payment by the Developer of all taxes due and payable for the Project (and the CRA Retention Payment, if applicable), as well as the Annual Report referenced in this Agreement, on or before March 31st of the applicable tax year, and the Reimbursement

Payment shall be paid to Developer annually on or before April 30th of each applicable tax year. The Reimbursement Payment shall not become due until the CRA has received the Annual Report and proof of payment of taxes (and CRA Retention Payment, if applicable) for the applicable tax year. Failure by Developer to submit such documentation on or before March 31st of the applicable tax year will result in the CRA withholding the Reimbursement Payment until all documentation has been received. Upon receipt of the proof of payment and the Annual Report after the March 31st deadline but prior to August 31st of the applicable tax year, the CRA shall remit the Reimbursement Payment in accordance with Florida's Prompt Payment Act. Failure by the Developer to deliver proof of payment and the Annual Report to the CRA prior to August 31st of the applicable tax year shall result in the forfeiture of the Reimbursement Payment for that tax year, and the Total Reimbursement shall be adjusted accordingly.

6. CRA shall not be deemed to be in default if it has not received from the requisite taxing authority the Increment Revenues generated by the Project at the time any Reimbursement Payments are due during the term of this Agreement, and in such a case shall make the required Reimbursement Payment within 30 days following receipt of such Increment Revenues. If the Surplus Increment Revenues generated by the Project are insufficient for the CRA to make the entire Reimbursement Payment as contemplated herein for any fiscal year, the CRA will make such a payment to the extent Surplus Increment Revenues are generated by the Project and any deficiency that may exist in CRA's Reimbursement Payment shall be added to the payment due for the immediately succeeding Fiscal Year, or the Expiration Date of this Agreement shall be extended by one (1) year for every corresponding Fiscal Year that Surplus Increment Revenues do not exist

or for which an Reimbursement Payment is partially paid, provided that in no event shall the Expiration Date extend beyond the sunset of the Area. If the CRA makes up any and all deficiencies in Reimbursement Payments prior to the Expiration Date, there shall be no extension of same.

7. Notwithstanding anything herein to the contrary or Developer's right to request a change in the Project Schedule pursuant to Section 2.4.2(a) above, any authorized Reimbursement Payment shall be withheld should the Developer not receive an appraisal of the Project Site and a Certificate of Occupancy for the Project on or before March 31, 2030, subject to extension for Force Majeure contained in Article 9.

8. Should the Bradenton Code Enforcement Board (the "Board") or Special Magistrate enter a finding that a material violation of the City's Code of Ordinances (the "Code") exists on the Project Site, and also find that the Project Site has not been brought into compliance within the time frame set forth by the Board or Special Magistrate, then following thirty (30) days written notice to Developer, the Total Reimbursement Payment shall thereafter be reduced by one percent (1%) for each month after such 30-day period until the Project Site is brough into compliance with the Code, and the CRA shall not be obligated to pay any Reimbursement Payments until the Project Site is brought into compliance with the Code.

9. The CRA will not violate any laws, ordinances, rules, regulations, orders, contracts or agreements that are or will be applicable thereto, or, to the extent permitted by law, enact or adopt or urge or encourage the enactment or adoption of any laws, ordinances, resolutions, rules, regulations or orders or approve or enter into any contracts or

agreements, including issuing any bonds, notes, or other forms of indebtedness, that will result in any provision of this Agreement to be in violation thereof.

10. CRA shall use its best efforts to notify the Developer in writing at least thirty (30) calendar days in advance of any proposed indebtedness of the CRA for any publicly offered bond or private placement with a bank or other lender, issued for the Area.

11. While the Tamiami Trail Community Redevelopment Area and Downtown Community Redevelopment Area are set to sunset on September 30, 2040, should a new redevelopment area be designated within the City that includes the Project Site, including but not limited to the proposed 40-year term community redevelopment area as currently contemplated by the City and CRA, and so long as such new community redevelopment area's term sunset after September 30, 2040, Developer may elect to pursue incentives provided pursuant to such new community redevelopment area. Should Developer be approved for such incentives under a new community redevelopment area, Developer, the City, and CRA shall work together in good faith to amend or restate this Agreement, as applicable, to apply such revised area incentives to the Project and Project Site.

5.3 Representations and Warranties of the City. The City represents and warrants to Developer that each of the following statements is presently true and accurate as of the date hereof and can be relied upon by Developer:

1. This Agreement and each document to which the City is or will be a party has been duly authorized by all necessary action on the part of, and has been or will be duly executed and delivered by, the City and neither the execution and delivery thereof, nor compliance with the terms and provisions thereof or hereof (a) requires the approval and consent of any other party, (b) contravenes any existing law, judgment, governmental rule,

regulation or order applicable to or binding on the City or (c) contravenes or results in the creation of any lien or encumbrance upon any party or the City, or results in the breach of or default under any indenture, mortgage, deed of trust, bank loan or credit agreement, any special acts, ordinances, resolutions or any other agreement or instrument to which the City is a party, specifically including any covenants of any bonds, notes, or other forms of indebtedness of the City outstanding on the Effective Date.

2. This Agreement and each document contemplated hereby to which the City is or will be a party constitutes, or when entered into will constitute, a legal, valid and binding obligation of the City enforceable against the City in accordance with the terms thereof, except as such enforceability may be limited by applicable bankruptcy, insolvency or similar laws from time to time in effect which affect creditors' rights generally and subject to usual equitable principles in the event that equitable remedies are involved.

3. This Agreement does not violate any laws, ordinances, rules, regulations, orders, contracts or agreements that are or will be applicable thereto.

5.4 Covenants of the City. The City covenants with Developer that:

1. The City shall use its best efforts to timely fulfill or cause to be fulfilled all of the conditions expressed in this Agreement within the control of City or which are the responsibility of City to fulfill.

2. So long as this Agreement and the obligations of the City under this Agreement shall be in effect, the City shall cause to occur and to continue to be in effect those instruments, documents, certificates and events contemplated by this Agreement that are applicable to and the responsibility of the City.

3. Nothing provided for herein shall be construed to obligate the City to make the Reimbursement Payments as set forth herein.

4. The City will not violate any laws, ordinances, rules, regulations, orders, contracts or agreements that are or will be applicable thereto, or, to the extent permitted by law, enact or adopt or urge or encourage the enactment or adoption of any laws, ordinances, resolutions, rules, regulations or orders or approve or enter into any contracts or agreements, including issuing any bonds, notes, or other forms of indebtedness, that will result in any provision of this Agreement to be in violation thereof.

5. In addition to the incentives provided by the CRA, and in consideration oof Developer's commitment to development and operate the Project pursuant to the terms of this Agreement, the City shall waive 30% of the impact fees for the Project for Parks, Police, Fire, Roads, Water and Sewer. Further, the CRA shall reimburse Developer for 70% of the impact fees paid for the Project for Parks, Police, Fire, Roads, Water and Sewer ("CRA Impact Fee Reimbursement"), as provided for herein. Upon issuance of a Certificate of Occupancy for the Project and payment of all applicable impact fees by Developer, Developer shall submit a reimbursement request to the CRA which request shall include a copy of the Certificate of Occupancy for the Project and proof of payment of impact fees for the Project. The CRA shall issue the CRA Impact Fee Reimbursement to Owner within thirty (30) days following receipt of same.

ARTICLE 6. PUBLIC CHARGES: RIGHT TO CONTEST.

6.1 Covenant for Payment of Public Charges. Except as otherwise provided herein, Developer covenants and agrees to pay any and all Public Charges. Developer may pay Public Charges in

installments if permitted by law and may contest the amount or validity, in whole or in part, of any Public Charges pursuant to the Right to Contest provisions herein.

6.2 Reduction in Ad Valorem Tax.

1. Except as otherwise authorized herein, during the term of this Agreement, the Developer shall be prohibited from making any application for ad valorem tax exemptions or reductions on the Project or Project Site. Should any ad valorem tax exemptions or reductions be applied to the Project or Project Site in any tax year, the Reimbursement Payment shall be reduced in an amount equal to the reduction in Increment Revenues received by the CRA in the applicable tax year. Notwithstanding the foregoing, should Developer solicit and receive the Missing Middle Tax Exemption (MMT), as authorized pursuant to Sec. 196.1978(3), Florida Statutes, as amended, Developer shall remit to the CRA such portion of the ad valorem taxes which otherwise would have been paid by the Developer and retained by the CRA in the Redevelopment Trust Fund each year the MMT exemption is claimed and received by the Developer (the "CRA Retention Payment"). For each tax year where Developer receives an MMT exemption, Developer shall pay the CRA Retention Payment to the CRA on the earlier of: (i) not later than thirty (30) days following Developer's payment of any ad valorem taxes owed for such tax year; or (ii) by February 28th of each applicable tax year. See Exhibit "B" For an illustrative example calculation.

2. Should the Developer allow the ad valorem taxes on the Project or Project Site to become delinquent for any tax year, each such occurrence shall reduce the Total Reimbursement Payment by ten (10%) percent, and the remaining Reimbursement Payments shall be adjusted accordingly. Should the taxes remain delinquent by February

28th of any applicable tax year, then the CRA shall not be obligated to pay any of the remaining Reimbursement Payments and this Agreement shall be null and void.

ARTICLE 7. INDEMNIFICATION AND INSURANCE BY DEVELOPER:

7.1 Indemnification.

1. In specific consideration of the City agreeing to convey the Project Site to Developer and the CRA agreeing to make the Reimbursement Payments to Developer, and for other good and valuable consideration provided for in this Agreement, the receipt and sufficiency of which Developer acknowledges, Developer shall indemnify, defend, and save harmless the City and the CRA and their respective agents, guests, invitees and employees from all suits, actions, claims, demands, damages, losses and other reasonable expenses and costs of every kind and description to which the City or the CRA, or their respective agents, officers, guests, invitees or employees, may be subjected to by reason of injury to persons, death, or property damage, resulting from or arising out of, wholly or in part, any act, omission, negligence, gross negligence, willful misconduct, or fault of Developer in connection with the Project, or arising out of the construction, operation, and/or management of the Project, including its agents, employees, contractors, subcontractors, suppliers, servants, or any other person(s) or entity(ies) directly or indirectly controlled, employed or engaged by Developer (collectively, the "Indemnifying Parties"), regardless of whether such act, omission, negligence gross negligence, willful misconduct, or fault occurs in connection with the Project or is within the scope of any of the Indemnifying Parties' duties under this Agreement.

2. This Section shall not be deemed or construed to provide any indemnification by Developer for the benefit of any third parties other than the City and

the CRA, nor shall it be deemed or construed a waiver by Developer of any liability of the City or the CRA so that Developer may be entitled to recover damages notwithstanding any provision of this Agreement to the contrary, nor shall it be deemed or construed to provide any indemnification by Developer for damages caused by any act, omission, negligence or fault of the City or the CRA.

3. Developer's indemnification obligations hereunder are independent of any other provisions of the Agreement and shall not be dependent upon, affected, limited or diminished by the existence of any insurance policies obtained and maintained by Developer in accordance with Section 7.2 of this Agreement.

4. Developer further acknowledges that these indemnification provisions are a significant part of the inducement for City and the CRA to enter into this Agreement. Developer's indemnification obligations hereunder shall survive the termination of this Agreement and the transfer of title to any third-party purchaser.

5. Nothing in this Agreement should be construed as a waiver of the City's or the CRA's sovereign immunity.

7.2 Insurance. So long as this Agreement shall be in effect, Developer shall purchase and maintain in full force and effect all insurance of the types and in the full coverage amounts as required by the documents pertaining to the Project Financing. Upon request, Developer shall provide certificates evidencing such insurance to the CRA. The issuance or maintenance of any insurance under this Section 7.2 shall not release, limit, waive or discharge Developer from its indemnity obligations under Section 7.1.

ARTICLE 8. DEFAULT: TERMINATION

8.1 Default by Developer.

1. Provided the CRA and/or the City is not then in default under this Agreement as set forth in Section 8.2 hereof, and subject to Force Majeure, there shall be an "Event of Default" by Developer under this Agreement with the occurrence of any one or more of the following:

(a) Developer shall fail to perform or comply with any material provision of this Agreement or the documents contemplated herein applicable to it; or

(b) Developer shall fail to apply for all necessary permits to construct the Project within the time frames established by this Agreement; or

(c) Developer shall fail to construct the Project in substantial conformance with the Project Concept; or

(d) Prior to the Substantial Completion Date, Developer shall make a general assignment for the benefit of its creditors, or shall admit in writing its inability to pay its debts as they become due or shall file a petition in bankruptcy, or shall be adjudicated as bankrupt or insolvent, or shall file a petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation or shall file an answer admitting, or shall fail reasonably to contest, the material allegations of a petition filed against it in any such proceeding, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of the developer or any material part of its properties; or

(e) Prior to the Substantial Completion Date, within sixty (60) calendar days after the commencement of any proceeding by or against Developer seeking

any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, such proceeding shall not have been dismissed, or if, within sixty (60) calendar days after the appointment without the consent or acquiescence of Developer of any trustee, receiver or liquidator of Developer or of any material part of its properties, such appointment shall not have been vacated.

2. If an Event of Default as described in Subsection 8.2.1 hereof shall have occurred, the CRA and/or the City, after giving written notice of such Event of Default to Developer and upon expiration of a thirty (30) day notice period after receipt by Developer of such notice, if such Event of Default has not been cured, the CRA and/or the City, in their sole discretion, may terminate this Agreement and all rights of Developer and obligations of the CRA and the City hereunder, including making the Reimbursement Payments, shall then cease; provided, however, that if the default is one that cannot reasonably be cured within thirty (30) days, Developer shall have a reasonable amount of additional time to cure the default, if Developer institutes action to cure the default within the thirty (30) day period, and if Developer then proceeds with reasonable diligence thereafter to cure the default. This provision shall not be construed to limit the CRA or the City from pursuing any other available remedies, whether at law or in equity. Such actions at law or in equity, or otherwise, include but are not limited to the following:

(a) To compel specific performance by the Developer of its obligations under this Agreement, it being recognized that the beneficiaries of Developer's obligations hereunder cannot be adequately compensated by monetary damages in the event of Developer's default; and

(b) To cause the Developer to pay to the CRA an amount (the "Recoupment Amount") equal to the total incentive amount provided for any Workforce Housing unit which the Developer has failed to maintain as a Workforce Housing unit during the term of this Agreement, with interest calculated at the rate equal to the yield earned on the Florida State Board of Administration statewide government investment pool during the period of default. The Recoupment Amount for each Workforce Housing unit not so maintained shall be calculated by dividing the Reimbursement Payment by the number of units in the Project, then dividing by the number of days in the year and multiplying by the number of days the unit was not so maintained.

(c) To cause Developer to pay to the City an amount equal to the CRA Impact Fee Reimbursement provided for any Workforce Housing unit which the Developer has failed to maintain as a Workforce Housing unit during the term of this Agreement, with interest calculated at the rate equal to the yield earned on the Florida State Board of Administration statewide government investment pool during the period of default.

All fees, costs and expenses of the CRA and/or the City incurred in taking any action pursuant to this Section 2 shall be the sole responsibility of the Developer, and the Developer, as security for the payment of any such fees, costs and expenses, hereby grants, bargains, sells and conveys to the CRA and the City a lien on the Project.

3. Acceptable Cures. Notwithstanding any provisions of this Agreement to the contrary, the City and CRA agree to the following cures:

(a) If Developer inadvertently enters into, or renews, a lease to a tenant whose income exceeds 120 percent of the AMI, the Developer shall not have to evict or otherwise remove the tenant as long as Developer does not renew the said lease upon discovery of the tenant's income, which shall be the cure (the "Excessive Income Cure"), provided, however, if the tenant has misrepresented the tenant's or tenant family's combined income, the tenant shall not be allowed to remain in the unit until the expiration of the lease, and Developer shall commence to evict the tenant within sixty (60) calendar days of discovery of the tenant's excessive income and pursue the eviction action diligently.

(b) If the Developer inadvertently overcharges rent to a tenant, Developer may cure this oversight by refunding all excess amount of rents collected over the rent amount agreed upon in this Agreement within sixty (60) calendar days following discovery of the oversight (the "Overcharge Cure").

4. Repurchase Option. Notwithstanding any other remedies the City may have under this Agreement, should the Developer fail to commence construction by December 31, 2028, the City shall have the option to repurchase the Project Site from the Developer upon commercially reasonable terms, for a purchase price of Five Hundred Fifty-Five Thousand and Eighty-Eight Dollars ($555,088.00) (the "Repurchase Option"). The City must provide notice of its intent to exercise the Repurchase Option within sixty (60) days after December 31, 2028, and the closing shall occur within sixty (60) days following Developer's receipt of said notice. The City's exercise of the Repurchase Option as described herein shall not be subject to the notice and cure provisions of Section 8.1.2. or the Force Majeure provisions of Article 9. Following the Developer's timely

commencement of the Project, upon receipt of written request from Developer, City agrees to sign a waiver of the foregoing Repurchase Option, waiving, releasing and terminating the Repurchase Option, which Developer may record, at Developer's expense.

8.2 Default by the CRA and/or the City.

1. CRA Default. Provided Developer is not then in default under this Agreement as set forth in Section 8.1, and subject to Force Majeure, there shall be an "Event of Default" by the CRA under this Agreement upon the occurrence of any one or more of the following:

(a) The CRA shall have failed or refused to make the Reimbursement Payments to Developer, subject to Article 5, Section 5.2.3, in a timely manner, provided sufficient Surplus Increment Revenues are available, time being the essence of such obligation; or

(b) The CRA shall fail to perform or comply with any material provision of this Agreement applicable to it.

2. City Default. Provided Developer is not then in default under this Agreement as set forth in Section 8.1, and subject to Force Majeure, there shall be an "Event of Default" by the City under this Agreement upon the occurrence of any one or more of the following:

(a) The City shall fail to perform or comply with any material provision of this Agreement applicable to it.

3. If an Event of Default as described in Subsections 8.2.1 and 8.2.2 hereof shall have occurred, Developer, after giving written notice of such Event of Default to the CRA and the City, and, upon the expiration of a thirty (30) day period after receipt by the

CRA and the City of such notice, if such Event of Default has not been cured, Developer may terminate this Agreement and all rights and duties of CRA and City hereunder shall then cease, and, in addition, Developer may pursue any and all other remedies then available to Developer whether at law or in equity, including instituting an action to recover from the CRA any amount due and payable to it, including any Reimbursement Payments payable to Developer.

8.3 Non-Action or Failure to Observe Provisions of this Agreement. The failure of the City, the CRA, or Developer to promptly insist upon strict performance of any term, covenant, condition or provision of this Agreement, or any Exhibit or any other agreement contemplated hereby shall not be deemed a waiver of any right or remedy that the City, the CRA, or Developer may have, and shall not be deemed a waiver of a subsequent default of nonperformance of such term, covenant, condition or provision. In the event that there is a Federal Housing Administration ("FHA")-insured mortgage or lien secured against the property during the term of this Agreement, the U.S. Department of Housing and Urban Development ("HUD") shall not be limited by the terms of this provision and waives no rights or remedies under this Agreement for failure under this term.

8.4 Attorney's Fees and Costs. In the event of any dispute herein, the prevailing party shall be entitled to reimbursement from the non-prevailing party of reasonable attorney's fees and costs incurred by the prevailing party at all trial, administrative or appellate proceedings or in any mediation or arbitration proceedings.

8.5 Termination. Upon termination of this Agreement pursuant to this Article 8, neither the Developer, the City, nor the CRA shall be obligated or liable one to the other in any way, financial or otherwise, for any claim or matter arising from or as a result of this Agreement or any actions

taken by the Developer, the City, or the CRA, or both, thereunder or contemplated hereby; provided, however, that if any suits, actions, claims or demands of any kind shall be made against the Developer, the City, or the CRA, or both of them, seeking damages, expenses and costs (including attorneys' fees), or any other relief, arising from or the result of any act, omission, negligence, gross negligence, willful misconduct, or fault of the Developer, the City, or the CRA in connection with this Agreement or any actions taken by the Developer, the City, or the CRA, or both of them, hereunder or contemplated hereby, the indemnification and insurance provisions of Article 7 hereof shall apply and shall survive termination of this Agreement.

ARTICLE 9. FORCE MAJEURE

9.1 Force Majeure.

1. For purposes of this Agreement, a Force Majeure Event means an act of God, including: hurricane; tornado; fire; flood; earthquake; other natural disaster; war; insurrection; terrorist acts; failure or disruption of utility services; epidemics or pandemics; or other like causes beyond the reasonable control of the party obliged to perform, and which reasonably prevents the party seeking relief from being able to perform their obligations under this Agreement.

2. In the event such party is delayed in the performance of any work or obligation pursuant to this Agreement due to a Force Majeure Event, as described in Subsection 9.1.1 above, the time required for substantial completion of actions required or contemplated by this Agreement shall be extended by the number of calendar days equal to the total number of calendar days, if any, that such party is actually delayed in achieving substantial completion as a result of the Force Majeure Event.

3. The party seeking excuse from performance of any duty, obligation or responsibility hereunder on the basis of Force Majeure shall give written notice to the CRA and the City, if with respect to Developer, or to Developer, if with respect to the City and/or the CRA, within fifteen (15) business days following commencement of the event of Force Majeure specifying in a brief description the cause of the anticipated delay, giving its actual or anticipated duration, and weekly thereafter, if such delay shall be continuing, written notice stating whether the condition continues and giving its actual or then anticipated duration. Each party seeking excuse from performance on the basis of Force Majeure shall use its best efforts to rectify any condition causing a delay and will cooperate with the other party.

ARTICLE 10. RESTRICTIONS ON USE.

10.1 Restrictions on Use. The Project and Project Site shall only be used consistent with the terms of this Agreement. Should Developer choose to use the Project or Project Site for any use not consistent with the terms of this Agreement, the City and/or CRA may terminate this Agreement upon not less than thirty (30) days written notice.

ARTICLE 11. MAINTENANCE. REPAIR AND REPLACEMENT.

11.1 Maintenance and Repairs by Developer. The Developer shall, at its own expense, keep the Project and the Project Site in good and clean order and condition and will promptly make all necessary or appropriate repairs, replacements and renewals thereof, whether interior or exterior, structural or non-structural, ordinary or extraordinary, foreseen or unforeseen. All repairs, replacements and renewals shall be comparable in quality and class to the original work. When making such repairs, replacements and renewals, Developer shall comply with all laws, ordinances, codes and regulations then applicable to the Project or Project Site.

11.2 Waste. The Developer shall not permit, commit or suffer waste or impairment of the Project or the Project Site.

11.3 Project Alterations or Improvements. After Substantial Completion, Developer or its successors, assigns or transferees, may, from time to time, make alterations and improvements, structural or otherwise, to the Project as Developer or its successors, assigns or transferees deem desirable and consistent with the construction, maintenance and operation of the Project as described in this Agreement.

ARTICLE 12. FIRE OR OTHER CASUALTY: CONDEMNATION.

12.1 Any Loss or Damage. Subject to the conditions of the Project Financing, the Developer covenants and agrees to commence within two hundred seventy (270) calendar days and thereafter diligently work to complete the reconstruction or repair of any loss or damage by fire or other casualty to the Project to substantially the same size, floor area, cubic content and general appearance as prior to such loss or damage, subject to Force Majeure and permitting. The invoking of this Section 12.1 shall not be deemed an Event of Default or grounds for termination of this Agreement by the CRA. Further, in the event that this Section 12.1 is invoked by the Developer, the Substantial Completion Date for the Project shall be equitably extended by the time period necessary to complete reconstruction or repair to the Project. Developer's obligations under this Section 12.1 shall terminate when a Certificate of Occupancy has been issued for the Project.

12.2 Loss or Damage. Notwithstanding anything to the contrary contained in Section 12.1 above or this Agreement, in the event of loss or damage that renders unusable a sufficient portion of the Project as to cause the repair or reconstruction of the Project for the uses approved not to be commercially feasible, Developer shall not be obligated to repair or reconstruct the Project. In the event of circumstances described in this Section 12.2, and if the Developer elects not to repair or

reconstruct the Project, then this Agreement shall be terminated and have no further force and effect.

12.3 Notice of Loss or Damage. Developer shall promptly give the CRA written notice of any significant damage or destruction to the Project stating the date on which such damage or destruction occurred, the then expectations of Developer as to the effect of such damage or destruction on the use of the Project, and the then proposed schedule, if any, for repair or reconstruction of the Project.

12.4 Condemnation of Project or Project Site: Application of Compensation. Subject to the conditions of the Project Financing, in the event the Project or Project Site, or both, or any part thereof, shall be taken by the exercise of the power of eminent domain at any time after the Substantial Completion Date, the compensation awarded to and received by the Developer shall be applied first to the restoration of the Project, if the Project can be restored and after the taking be commercially feasible for its intended use as contemplated by this Agreement, and then, any remainder, of such compensation shall be used to redeem any of the Project Financing then outstanding, and then to retire any other indebtedness relating to the Project or the Project Site, or both and then, the remainder of the compensation shall be paid to or retained by the Developer or as otherwise provided in the Project Financing. If the Project cannot be restored and be commercially feasible for its intended use, all compensation awarded to and received by the Developer shall be applied first to redeem any of the Project Financing then outstanding, and then to retire any other indebtedness relating to the Project or the Project Site, or both, and then, the remainder of the compensation shall be paid to or retained by the Developer.

ARTICLE 13. MISCELLANEOUS.

13.1 Assignment by Developer.

1. (a) Except as otherwise provided for herein, prior to Substantial Completion of the Project, Developer may not sell, convey, assign or otherwise transfer or dispose of any or all of the Project or the Project Site or any of its rights, interests, duties or obligations under this Agreement, without the prior written consent of the CRA and the City As long as this Agreement is in place the Developer shall notify the CRA and City in writing at least thirty (30) calendar days prior to any proposed sale, conveyance, assignment, or transfer of the Project. Developer's obligations under this Section 13.1.1(a) shall terminate upon Substantial Completion of the Project.

(b) If the CRA and the City do not object to any such proposed sale, conveyance, assignment, transfer or disposition by written notice of such objection delivered to Developer within forty-five (45) calendar days after receipt by the CRA and the City of the written notice described in Section 13.1.1(a) of this Agreement, the proposed sale, conveyance, assignment, transfer or disposition shall be deemed consented to and approved by the CRA as of the expiration of such forty-five (45) day period.

(c) The CRA and/or the City, at their sole discretion, have the right to terminate this Agreement should the Project or Project Site be sold, conveyed, assigned, or transferred without approval pursuant to Section 13.1.1.(a) or (b) prior to Substantial Completion.

2. Notwithstanding the foregoing, a sale, conveyance, assignment, transfer or disposition by Developer of the Project or Project Site or any of Developer's rights, interests, duties or obligations under this Agreement to a joint venture, limited liability company or entity, corporation, general partnership or limited partnership in which

Developer, or any of the principals or members of Developer, own at least 50% of the issued and outstanding membership units of the Developer, is a partner or member shall be subject to approval by the City and CRA, but which approval shall not be unreasonably withheld or delayed. In the case of such a sale, conveyance, assignment, transfer or disposition, Developer shall give written notice thereof to the CRA and the City of the occurrence of such sale, conveyance, assignment, transfer or disposition, and the City Administrator and CRA Executive Director shall be authorized to approve of such sale, conveyance, assignment, transfer or disposition on behalf of the City and CRA, respectively, without the requirement for City Council or CRA Board approval.

3. Notwithstanding anything in Subsection 13.1.1, Developer may mortgage or encumber its interest in the Project or the Project Site, or any part thereof, to any mortgagee with prior written approval by the CRA and the City. The Developer may collaterally assign this Agreement to a lender for security for financing for the Project or Project Site subject to the prior written approval of the CRA and the City.

4. In the event the Developer sells or otherwise transfers the Project or Project Site to an entity or individual not affiliated with the Developer prior to Substantial Completion, said purchaser or transferee shall be required to execute an assignment and assumption agreement of this Agreement in a form acceptable to the City and CRA. Should the purchaser or transferee fail to execute the assignment and assumption agreement within thirty (30) days following the sale or transfer of the Project or Project Site, then the CRA and the City shall be entitled to immediately terminate this Agreement.

13.2 Notices.

1. Unless otherwise specifically provided herein, all notices, demands, requests for approvals or other communications which may be or are required to be given by either party to the other in writing shall be deemed given and delivered on the date delivered in person, faxed (if faxed and received by the recipient during normal business hours (7:30 A.M. – 4:30 P.M. Monday – Thursday and 7:30 A.M. – 3:30 P.M. on Friday) or on the date that is three (3) business days after deposit in the mail, registered or certified, postage prepaid, return receipt requested, and addressed:

TO THE CRA

Community Redevelopment Agency of the City of Bradenton
101 Old Main Street
Bradenton, Florida 34205
Attn: CRA Executive Director

With copies to:
Blalock Walters, P.A.
Attn: Scott Rudacille, Esq.
802 11th Street West
Bradenton, Florida 34205

TO DEVELOPER

[_____ , LLC]
1211 N. Westshore Blvd, Ste 801
Tampa, Florida 33607
Attn: Marshall Gobuty

With copies to:
Hill Ward Henderson
Attn: Jerilyn Reed
101 E. Kennedy Blvd., Suite 3700
Tampa, Fl 33602

TO THE CITY

City of Bradenton, Florida
101 Old Main Street
Bradenton, Florida 34205
Attn: City Administrator

With copies to:
Blalock Walters, P.A.
Attn: Scott Rudacille, Esq.
802 11th Street West
Bradenton, Florida 34205

2. The addresses to which notices are to be sent may be changed from time to time by a written notice of such change from the party changing its address delivered to the other party. Until such a notice is received, a party may rely upon the last address received for the other party.

13.3 Invalid Provisions. If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the requirements of applicable laws and if the remainder of this Agreement can substantially be reasonably performed without material hardship, so as to accomplish the intent and the goals of the parties hereto.

13.4 Construction. The submission of this document to the parties for examination thereby does not constitute an offer to buy, or a reservation of or operation for the Project, the Project Site, or any part thereof. This Agreement has been negotiated by the City, the CRA and Developer, and this Agreement, including the Exhibits, and each of them, the City, the CRA and Developer, shall be deemed to have participated in the preparation thereof.

13.5 Jurisdiction and Venue.

1. This Agreement shall be construed, and the rights and obligations of the parties hereunder shall be determined, in accordance with the laws of the State of Florida. Venue for all disputes pertaining to the subject matter of this Agreement shall be exclusively in the state courts of Manatee County, Florida, and where proper subject matter jurisdiction exists, the United States District Court for the Middle District of Florida, Tampa Division. The CRA, the City, and the Developer hereby irrevocably and unconditionally waive, to the fullest extent permitted by law, the defense of an

inconvenient forum to the maintenance of such action or proceeding in any such court designated herein.

2. If at any time during the term of this Agreement, Developer is not a resident of the State of Florida or has no officer, employee, or agent thereof available for service of process who is a resident of the State of Florida, or if any permitted assignee thereof shall be a foreign corporation, partnership or other entity or shall have no officer, employee, agent, or general partner available for service of process in the State of Florida, Developer for itself and its successors or assigns hereby designates the Secretary of State, State of Florida, its agent for the service of process in any court action between it and the CRA and/or the City arising out of or related to this Agreement and such service shall be made as provided by the laws of the State of Florida for service upon a nonresident; provided, however, that at the time of service on the Secretary of State, a copy of such service shall be mailed by prepaid, registered mail, return receipt requested, to Developer at the address for notices as provided in Section 13.2 hereof.

13.6 Amendments Required for Financing. To the extent not prohibited by law, the CRA, the City, and Developer agree to make such amendments to this Agreement, including any of the Exhibits, as may be reasonably required by any provider of financing to the Project, or by the title insurance company issuing or proposed to issue the title insurance policy for the Project Site in order to make Developer's interest in the Project, the Project Site, or any part hereof, mortgageable and insurable. Further, should Developer's seek to obtain Project Financing that is insured via the United States Department of Housing and Urban Development ("HUD Financing"), City and CRA acknowledge and agree that the provisions of this Agreement are expressly subordinate to all mortgage loan documents securing such HUD Financing ("HUD Loan Documents"), and in the

event of foreclosure (or deed in lieu of foreclosure) under the HUD Loan Documents, this Agreement and the obligations hereunder shall automatically terminate.

13.7 Estoppel Certificates. Developer, the City, or the CRA shall at any time and from time to time, upon not less than ten (10) calendar days prior notice by the other party, execute, acknowledge and deliver to the other a statement in recordable form certifying that this Agreement is unmodified and in full force and effect (or if there have been modifications that the same as so modified is in full force and effect and setting forth such modifications), the dates to which any charges have been paid in advance, if any, and, to the knowledge of such party, neither it nor the other party is then in default hereof, it being intended that any such statement delivered pursuant to this Section 13.7 may be relied upon by any prospective purchaser, mortgagee, assignee of any mortgage or assignee of the respective interests in the Project, if any, of either party made in accordance with the provisions of this Agreement.

13.8 Complete Agreement. This Agreement, including the Exhibits, and all of the terms and provisions contained herein, constitute the full and complete agreement between the parties hereto, and supersedes and controls over any and all prior agreements, understandings, representations, and statements, whether written or oral, specifically including, but not limited to, the Proposal, made with regard to the matters addressed by this Agreement.

13.9 Captions. The section headings and captions of this Agreement and the table of contents preceding this Agreement are for convenience and reference only and in no way define, limit or describe the scope or intent of this Agreement, or any part thereof, or in any way affect this Agreement, or construe any article or section hereof.

13.10 Weekends and Holidays. It is hereby agreed and declared that whenever a notice or performance under the terms of this Agreement is to be made or given or done on a Saturday or

Sunday or on a legal holiday observed in the City of Bradenton, Florida, it shall be postponed to the next following business day.

13.11 Exhibits. Each Exhibit referred to in and attached to this Agreement is an essential part of this Agreement. The Exhibits, and any amendments or revisions thereto, even if not physically attached hereto, shall be treated as if they are part of and incorporated within this Agreement.

13.12 No Brokers. The CRA, the City, and Developer hereby represent, agree and acknowledge that no real estate broker or other person is entitled to claim or to be paid a commission solely as a result of the execution and delivery of this Agreement.

13.13 Developer Not Agent of CRA or City. Developer and any contractor hired by Developer shall not be deemed to be individually or collectively an agent or contractor of the CRA or the City, and are not subject to nor shall be required to comply with any laws, ordinances, regulations, orders, or policies of or applicable to the CRA or the City applicable or relating to public works projects of the CRA or the City or contractors retained by the CRA or the City for such types of projects. Nothing contained in this Agreement shall be construed or deemed to name, designate, or cause (either directly or indirectly) Developer, or any contractor thereof, to be an agent for the CRA or the City.

13.14 Memorandum of Agreement. The CRA, the City, and Developer have executed a Memorandum of Agreement, a copy of which is attached hereto as Exhibit "C" and agree, authorize, and hereby direct such Memorandum of Agreement be recorded in the public records of Manatee County, Florida, as soon as possible. Should the property be secured by an FHA-insured mortgage/lien, said Memorandum of Agreement shall be subordinated to said mortgage.

13.15 Public Purpose. This Agreement satisfies, fulfills, and is pursuant to and for a public purpose and municipal purpose and is in the public interest, and is a proper exercise of the City's

municipal powers under Florida law and the CRA's redevelopment powers and authority under the Act.

13.16 Technical Amendments. In the event that due to minor inaccuracies contained herein or any Exhibit or any other agreement contemplated hereby, or changes resulting from technical matters arising during the term of this Agreement, the parties acknowledge and agree that changes may be required due to unforeseen events or circumstances which do not change the substance of this Agreement. In such event, the Executive Director and City Administrator are authorized to approve such changes and execute any required instruments to make and incorporate such amendment or change to this Agreement, or any Exhibit or any other agreement contemplated hereby.

13.17 Agreement Not a Chapter 86-191 Laws of Florida Development Agreement. The CRA, the City, and Developer acknowledge and agree that it is their mutual intent that this Agreement, including any Exhibits, is an agreement contemplated by Part III, Chapter 163, Florida Statutes, and is not a development agreement described in Sections 163.3220-163.3243, Florida Statutes, originally enacted as Chapter 86-191, Laws of Florida, entitled the "Local Government Development Agreement Act."

13.18 Prohibited Discrimination. The Developer shall not discriminate on the basis of race, religion, color, sex, familial status, national origin or disability in the lease, use or occupancy of the Project. Age discrimination and discrimination against minor dependents, except when units are specifically being held for the elderly, are also not permitted.

13.19 Expiration of Agreement. Unless otherwise earlier terminated or extended as provided herein, this Agreement shall remain in full force and effect until the date that is fifteen (15) years

following the date of issuance of a Certificate of Occupancy for the Project, but in no event shall the term of the Agreement extend beyond the date that the Area sunsets.

13.20 Effective Date. The Effective Date of this Agreement shall be the date stated on the first page of this Agreement following approval thereof by the City Council and the CRA Board and upon execution and delivery thereof by the City, CRA and Developer.

13.21 Counterpart Signatures. This Agreement may be executed in multiple counterparts, all of which when taken together shall be considered one and the same agreement. The exchange of copies of this Agreement and of signature pages by facsimile or PDF transmission shall constitute effective execution and delivery of this Agreement as to the parties hereto and may be used in lieu of the original Agreement for all purposes. Signatures of the parties hereto transmitted by facsimile or PDF shall be deemed to be their original signatures for all purposes.

13.22 Successors Bound – Run with the Land. This Agreement and the covenants and conditions contained herein shall run with the Land and shall bind, and the benefits shall inure to, respectively, the Developer and its successors and assigns and all subsequent owners of the Project Site, and to the CRA and the City for the term of this Agreement except as provided in Exhibit G to this Agreement.

13.23 Compliance with the Law. The omission of any regulatory requirement in this Agreement shall not relieve the Developer from the necessity of complying with any and all applicable State, City, and Federal laws, rules and regulations regarding the Project.

13.24 Annual Appropriations. The obligations of the City and CRA hereunder are subject to annual appropriation of legally available funds by the City Council and CRA board, and shall not constitute or create a pledge, lending of credit or lien, either legal or equitable, of or on any of the City’s or CRA's revenues or funds, as may be construed under the laws or the constitution of the

State of Florida. Neither the Developer nor any other person or entity shall ever have the right to compel any exercise of the budgeting authority of the City Council or the CRA Board to make the payments herein provided, nor shall this Agreement constitute a charge, lien or encumbrance, either legal or equitable, upon any property or funds of the City or the CRA. Notwithstanding anything contained herein, the City and the CRA reserve the right, in their sole discretion, to pay any obligations contained in this Agreement from any funds legally available for such purpose. Further, the CRA shall include a line item for the Reimbursement Payment in its annual CRA budget, which annual appropriation may be approved in the sole discretion of the CRA.

13.25 No Partnership or Joint Venture; Developer's Risk. This Agreement is solely for the benefit of the parties hereto and no right or cause for action shall accrue to, or for the benefit of, any third party not a party hereto. This Agreement shall not be construed to create a joint venture or partnership between the parties hereto. By execution of this Agreement, the Developer expressly acknowledges and agrees that the Reimbursement Payments and CRA Impact Fee Reimbursement provided by the CRA pursuant to this Agreement is provided solely to serve the public purpose set forth in Chapter 420, Florida Statutes, to provide Workforce Housing to the community, and the redevelopment purposes described in Chapter 163, Florida Statutes, to eliminate slum and blight, and the CRA assumes no responsibility to assure the financial feasibility or success of the Developer's Project. Developer acknowledges that it is a sophisticated developer of housing projects, and has entered into this Agreement, and committed to develop its Project, based upon its independent business judgment and experience and its independent assumption of risk and responsibility for the financial feasibility and success of its Project.

IN WITNESS WHEREOF, the Developer, the City, and the CRA have read and understand the terms set forth and agree to meet the obligations contained herein by execution of this Agreement this _____ day of _____, 20____.

Witnesses:

_____

Print Name: _____

_____

Print Name: _____

CITY OF BRADENTON, FLORIDA

By: _____

Gene Brown, Mayor

Approved as to form:

_____

Scott Rudacille, City Attorney

STATE OF FLORIDA

COUNTY OF MANATEE

The foregoing instrument was acknowledged before me by means of [__] physical presence or [__] online notarization this _____, 202_____, by _____, as Mayor of the CITY OF BRADENTON, FLORIDA.

Personally Known ___ or Produced Identification _____

Type of Identification Produced _____

_____

(NOTARY SEAL)

Notary Public-State of _____

Name: _____

My Commission Expires: _____

My Commission Number is: _____

Witnesses:

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF

BRADENTON, FLORIDA

_____

Print Name: _____

By: _____

Kemp Schuessler, Chairperson

_____

Print Name: _____

Approved as to form:

_____

Scott Rudacille, CRA Attorney

STATE OF FLORIDA

COUNTY OF MANATEE

The foregoing instrument was acknowledged before me by means of [__] physical presence or [__] online notarization this _____, 202_____, by _____, as Chairperson of the COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BRADENTON, FLORIDA.

Personally Known ___ *or Produced Identification* _____

Type of Identification Produced _____

_____

(NOTARY SEAL)

Notary Public-State of _____

Name: _____

My Commission Expires: _____

My Commission Number is: _____

Witnesses:

[_____]

_____

Print Name:_____ By: _____

_____ Its: _____

Print Name:_____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [__] physical presence or [__] online notarization this __ day of _____, 202__, by _____, as _____ of [_____]

Personally Known ___ or Produced Identification _____

Type of Identification Produced _____

_____

(NOTARY SEAL) Notary Public-State of _____

Name:_____

My Commission Expires: _____

My Commission Number is:_____

EXHIBIT "A"

LEGAL DESCRIPTION

Shuffleboard Parcel:

A portion of the parcels described in Deed Book 70, Page 528 and Deed Book 70, Page 56, of the Public Records of Manatee County, Florida, being described as follows:

BEGIN at the Northwest corner of Lot 5, Block D of A PORTION OF LOT D BALLARD'S SUBDIVISION OF BRADENTOWN, FLA, recorded August 30,1910, in Plat Book 1, Page 101, of the Public Records of Manatee County, Florida; thence S 89° 11' 18" E, along the south right-of-way line of Ballard Park Drive, formerly known as Third St and Academy Street and the North line of the two parcels described in Deed Book 70, Page 528 and Deed Book 70, Page 56, of the Public Records of Manatee County, Florida, a distance of 698.50 feet; thence S 02° 17' 25" W, a distance of 97.32 feet; thence N 89° 10' 36" W, a distance of 150.00 feet; thence S 00° 49' 24" W, a distance of 13.00 feet; thence N 89° 10' 36" W, a distance of 546.25 feet to the Southwest corner of said Lot 5; thence N 00° 56' 56" E, along the west line of said Lot 5 and the west line of the parcel described in said Deed Book 70, Page 528, a distance of 110.15 feet to the **POINT OF BEGINNING**.

Containing 1.72 Acres or 74,898 Square Feet, more or less.

Parking Lot Parcel:

A portion of the parcel described in Official Records Book 186, Page 305, of the Public Records of Manatee County, Florida, being described as follows:

COMMENCE at the Southeast corner of Lot 7, J.A. BETTS SUBDIVISION, recorded April 30,1924, in Plat Book 2, Page 87, of the Public Records of Manatee County, Florida; thence N 89° 05' 57" W, along the south line of said Lot 7, a distance of 5.00 feet to the **POINT OF BEGINNING**; thence continue, N 89° 05' 57" W, along the said south line, a distance of 129.96 feet to a point 5.00 feet east of the east right-of-way of 15th Street West, formerly known as Sycamore Street; thence N 00° 37' 15" E, along a line, 5.00 feet east of and parallel with the said east right-of-way, a distance of 140.00 feet; thence N 43° 39' 43" E, a distance of 10.61 feet; thence S 89° 13' 06" E, a distance of 115.00 feet; thence S 43° 06' 37" E, a distance of 11.16 feet to a point 5.00 feet west of the west right-of-way of a 16-foot wide alley being 14th Street Court West; thence S 00° 37' 13" W, along a line, 5.00 feet west of and parallel with the said west right-of-way, a distance of 140.00 feet to the **POINT OF BEGINNING**.

Containing 0.44 Acres or 19,163 Square Feet, more or less.

EXHIBIT "B"

Application, Estimated Cost Benefit Analysis, Add-On Incentives and Description

CRA INCENTIVES APPLICATION

AGENCY ONLY

Date Received: 4/15/2026 Incentive ID No. 26-03

CRA District Area:

___ Central ✓ Downtown ✓ Tamiami Trail

BY EXECUTING TH[illegible] RSTANDS THAT THE FOLLOWING ITEMS ARE [illegible]CENTIVES PROCESS.

Document last modified: 59m ago

INCENTIVE ADD ONS:

__Non- Conforming	✓ Parking
__CPACE	__Development Based Vehicle
__Micro-Mobility	✓ CPTED
~~✓ Affordable Housing~~	__Infrastructure
✓ Urban Canopy	✓ Workforce Housing
✓ Low Impact Development	__Flood Plus
__Brownfield NOFA	✓ Public Art
__Historic Preservation	__Brownfield SRCO
✓ Demolition	__IBHS Fortified

APPLICATION DATE: 3/31/26

APPLICANT/ENTITY NAME: PHBGF Ventures, LLC

APPLICANT REPRESENTATIVE (if applicant is entity):

PROPERTY IDENTIFICATION NUMBER: 3365800109, 3365800159, 4375700004

PROPERTY ADDRESS: 1525 & 1403 Ballard Park Dr. Bradenton, FL 34205
907 15th St W. Bradenton, FL 34205

PROPERTY OWNER: The City of Bradenton

*If applicant is not the property owner, a notarized letter from the property owner approving the proposed work or documentation showing the property is currently under contract between the owner and applicant is required (applicant must complete purchase prior to finalizing the incentives).

ESTIMATED OVERALL INVESTMENT: $28,855,088

EXHIBIT "B" countinued

ESTIMATED DATE OF PROJECT COMPLETION: Q1 2030

DESCRIPTION OF PROJECT: New construction of 145 multi-family rental units with ~2218 sq ft of ground level resident center and ~3,107 sq ft of flexible amenity space. Development includes 132 on-site parking spaces, 20 on-street parking spaces, and will feature public art.

INCENTIVE REQUIREMENTS:

- Work has not commenced prior to the submittal of a completed application.
- Applicant will comply with state and municipal codes.

REQUIRED DOCUMENTS FOR SUBMITTING:

- Completed Application
- Description of Improvements and Estimated Costs
- Owner Letter (if applicable)
- If applying for a Historic Preservation, documentation deeming the site as historic.

REQUIRED DOCUMENTS PRIOR TO COMMENCEMENT OF INCENTIVES:

- Copy of Deed
- Certificate of Occupancy or Certificate of Completion
- An appraisal of the improvements from a licensed Appraiser.
- Any appropriate certifications or documents for add ons.

SIGNATURES AND DATE:

APPLICANT — DATE: 4/1/26

CRA EXECUTIVE DIRECTOR — DATE

*Please submit application to the Community Redevelopment Agency of the City of Bradenton via email at cra@bradentonfl.gov.

You may also mail or hand deliver a completed application to:

Community Redevelopment Agency, 101 Old Main Street, Bradenton, Florida 34205

EXHIBIT "B" countinued

THE MET

THE METROPOLITAN APARTMENTS
PHASE IV
Ballard Park Dr. & 15th St W.
Bradenton, FL 34205

DESCRIPTION OF IMPROVEMENTS

This next phase of The Metropolitan Apartments will consist of 145 affordable and workforce housing rental units, complemented by on-site parking dedicated to residents, as well as additional on-street parking along Ballard Park Drive. Consistent with the active and planned phases of The Metropolitan, this development reflects a genuine partnership with the community and a strong commitment to enhancing its surrounding environment. Its construction will begin with the demolition of the existing structure in order to redevelop the property.

Thoughtfully designed around the vibrant energy of downtown Bradenton, this phase will offer modern urban living in a premier location, with convenient access to transportation, shops, restaurants, entertainment, and local events. In alignment with the broader vision of The Metropolitan, this development delivers workforce and affordable housing without compromise. Additionally, as shown by the existing Met Apartments, through thoughtful architectural and landscape design, this development will naturally deter criminal acts in its surroundings.

Residents will enjoy contemporary finishes and fixtures within thoughtfully designed units and shared spaces. The integration of public art will further strengthen the development's connection to the nearby arts community while enhancing residents' sense of identity and belonging within their homes. The use of trees and natural landscaping on private land will foster a connection to the natural environment for the residents and pedestrians alike.

EXHIBIT "B" countinued

ESTIMATED COSTS

Unit Count:	**145**
NRSF:	**106,301**

	Amount
Land & Related	$555,088
Direct Construction Costs	$25,000,000
Furniture, Fixtures & Equipment	$200,000
Permit & Impact Fees	$0
Development and Financing Costs	$3,100,000
Total Development Cost	$28,855,088

EXHIBIT "B" countinued

CONCEPT RENDERINGS





ELEVATIONS

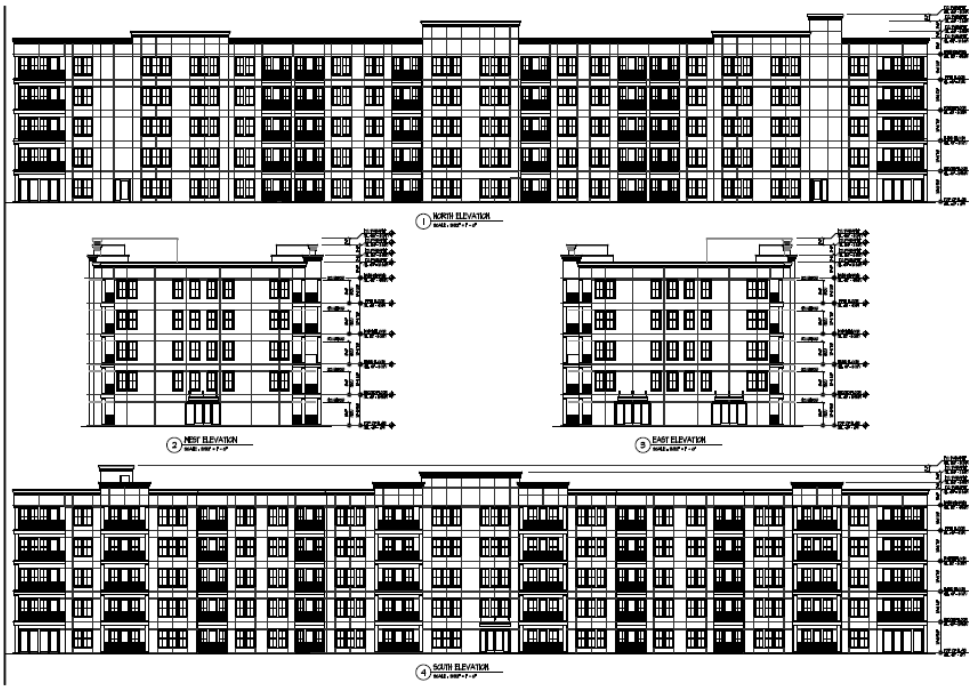


EXHIBIT "B" continued

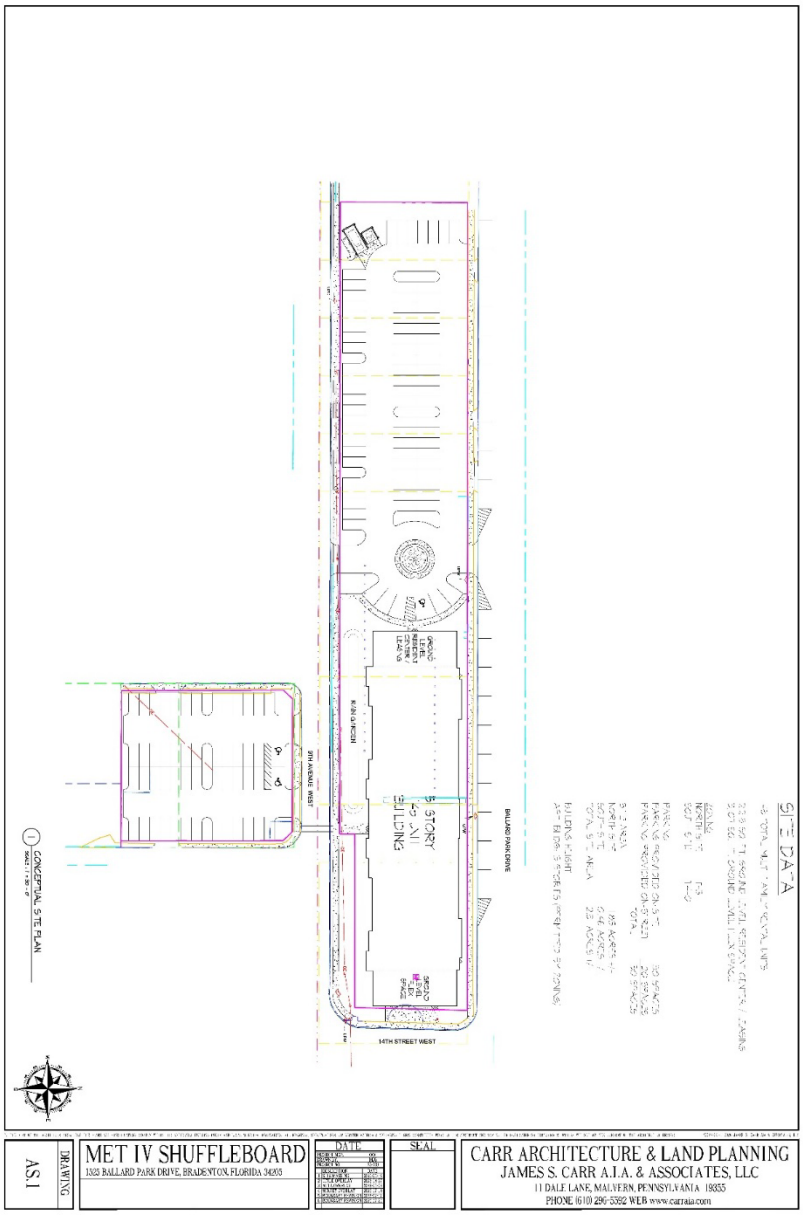


EXHIBIT "B" countinued

CRA:	Bradenton
AREA:	Tamiami Trail/Downtown
PROJECT:	MET IV
BASE DATE	2026
BASE VALUE	$0.00
CITY BASE	$0.00
COUNTY BASE	$0.00
ANNUAL GROWTH	104.1%
ESTIMATED REDEVELOPMENT VALUE	$28,900,000.00
INCENTIVE PERCENT	0.72
DEVELOPER REQUESTED PERCENT	12%
ESTIMATED TOTAL	$3,468,000.00
CITY COUNTY BENEFIT	
CITY BASE GROSS	$0.00
COUNTY BASE GROSS	$0.00
CITY 5% GROSS	$101,914.74
COUNTY 5% GROSS	$81,634.59
CITY TOTAL GROSS	$101,914.74
COUNTY TOTAL GROSS	$81,634.59
OUTCOME	
CRA GROSS IR	$3,487,437.40
DEVELOPER INCENTIVE GROSS	$2,510,954.93
CRA NET IR	$976,482.47
YEARS TO PAYOFF	10

SUSTAINABLE DEVELOPMENT		ALLOWED	EARNED	DT	CC	TT
Economic						
	Non-Conforming	1	0	1	1	1
	Demolition	1	1	1	1	1
	Parking	5	5	5	0	5
	Micro-Mobility	3	0	3	3	3
	ZIPcar	3	0	3	3	3
	C-PACE	1	0	1	1	1
Environment						
	Urban Canopy	1	1	1	0	1
	Low Impact	4	4	4	4	4
	Flood Plus	3	0	3	3	3
	Infrastructure	5	0	5	5	5
	IBHS FORTIFIED	4	0	4	4	4
	NOFA	1	0	1	1	1
	SRCO	2	0	2	2	2
Society						
	Historic	5	0	5	5	5
	CPTED	2	2	2	2	2
	Affordable Housing	6	0	0	6	0
	Workforce Housing	5	5	5	5	5
	Public Art	4	4	4	4	4
TOTAL			**0.22**	50	50	50

EXHIBIT "C"

MEMORANDUM OF AGREEMENT

This is a Memorandum of Agreement dated as of the _____ day of _____, _____ by and between the City of Bradenton, Florida, a municipal corporation of the State of Florida (the "City"), the Community Redevelopment Agency of the City of Bradenton, Florida, a public body corporate and politic of the State of Florida (the "CRA") and [_____, a Florida limited liability company] (the "Developer").

WHEREAS, Developer has proposed to construct a project at the City-owned property located at 1525 Ballard Park Drive, Bradenton, Florida 34205, parcel identification numbers 3365800109 and 3365800159, and 907 15th Street W., Bradenton, Florida 34205, parcel identification number 4375700004[3] (the "Property"), which will consist of a 145 unit multifamily development which will include workforce and market rate housing ("Project") as depicted in Exhibit "1"; and

WHEREAS, the City and Developer entered into that certain Purchase and Sale Agreement, dated, March 2, 2026 setting forth the terms and conditions applicable to the transfer of the Property from the City to the Developer; and

WHEREAS, the parties entered into the Agreement for the Development of Property and Redevelopment Incentives ("Agreement") on _____ day of _____, 202____, setting forth the terms and conditions of the Project and related redevelopment incentives described therein.

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

1. **Description**. The Property is described on Exhibit "1" attached hereto and incorporated herein by reference.

[3] DRAFT NOTE: Subject to boundary revisions – we may want to just reference a legal and not the Parcel IDs given the City's potential retention of portions of the Project

2. **Restrictive Covenant**. During the term of the Agreement, the Property shall not be used for any purpose other than multifamily rental housing with a combination of both Workforce and Market Rate Housing as described in the Agreement.

3. **Redevelopment Incentives**. The CRA agrees to and shall provide financial support for the Project by providing Developer Reimbursement Payments out of Surplus Increment Revenues generated by the Project subject to the terms and conditions as described in the Agreement.

4. **Successors**. The Agreement and the covenants and conditions contained therein shall run with the Property and shall bind, and the benefits shall inure to, respectively, the Developer and its successors and assigns and all subsequent Owners of the Property and the Project, and to the CRA for the term of the Agreement except as otherwise expressly provided therein.

5. **Counterparts**. This Memorandum of Agreement may be executed in counterparts, each of which, when executed and delivered, shall be an original, and such counterparts together constitute one and the same instrument. Signature pages may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[SIGNATURES OF THE FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have set their hands as of the _____ day of _____, 202___.

Witnesses:

_____

Print Name: _____

_____

Print Name:_____

CITY OF BRADENTON, FLORIDA

By:_____

Gene Brown, Mayor

STATE OF FLORIDA

COUNTY OF MANATEE

The foregoing instrument was acknowledged before me by means of [__] physical presence or [__] online notarization this _____, 202_____, by _____, as Mayor of the CITY OF BRADENTON, FLORIDA.

Personally Known ___ or Produced Identification _____

Type of Identification Produced _____

(NOTARY SEAL)

_____

Notary Public-State of _____

Name:_____

My Commission Expires: _____

My Commission Number is:_____

IN WITNESS WHEREOF, the parties hereto have set their hands as of the _____ day of _____, 202___.

Witnesses:

COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF

BRADENTON, FLORIDA

_____

Print Name: _____

By:_____

Kemp Schuessler, Chairperson

_____

Print Name:_____

STATE OF FLORIDA

COUNTY OF MANATEE

The foregoing instrument was acknowledged before me by means of [__] physical presence or [__] online notarization this _____, 202_____, by _____, as Chairperson of the COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF BRADENTON, FLORIDA.

Personally Known ___ or Produced Identification _____

Type of Identification Produced _____

_____

(NOTARY SEAL)

Notary Public-State of _____

Name:_____

My Commission Expires: _____

My Commission Number is:_____

IN WITNESS WHEREOF, the parties hereto have set their hands as of the _____ day of _____, 202___.

Witnesses:

[_____]

_____

Print Name:_____ By: _____

_____ Its: _____

Print Name:_____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [__] physical presence or [__] online notarization this __ day of _____, 202__, by _____, as _____ of [_____]

Personally Known ___ or Produced Identification _____

Type of Identification Produced _____

_____

(NOTARY SEAL) Notary Public-State of _____

Name:_____

My Commission Expires: _____

My Commission Number is:_____

EXHIBIT "1"
LEGAL DESCRIPTION

Shuffleboard Parcel:

A portion of the parcels described in Deed Book 70, Page 528 and Deed Book 70, Page 56, of the Public Records of Manatee County, Florida, being described as follows:

BEGIN at the Northwest corner of Lot 5, Block D of A PORTION OF LOT D BALLARD'S SUBDIVISION OF BRADENTOWN, FLA, recorded August 30,1910, in Plat Book 1, Page 101, of the Public Records of Manatee County, Florida; thence S 89° 11' 18" E, along the south right-of-way line of Ballard Park Drive, formerly known as Third St and Academy Street and the North line of the two parcels described in Deed Book 70, Page 528 and Deed Book 70, Page 56, of the Public Records of Manatee County, Florida, a distance of 698.50 feet; thence S 02° 17' 25" W, a distance of 97.32 feet; thence N 89° 10' 36" W, a distance of 150.00 feet; thence S 00° 49' 24" W, a distance of 13.00 feet; thence N 89° 10' 36" W, a distance of 546.25 feet to the Southwest corner of said Lot 5; thence N 00° 56' 56" E, along the west line of said Lot 5 and the west line of the parcel described in said Deed Book 70, Page 528, a distance of 110.15 feet to the **POINT OF BEGINNING**.

Containing 1.72 Acres or 74,898 Square Feet, more or less.

Parking Lot Parcel:

A portion of the parcel described in Official Records Book 186, Page 305, of the Public Records of Manatee County, Florida, being described as follows:

COMMENCE at the Southeast corner of Lot 7, J.A. BETTS SUBDIVISION, recorded April 30,1924, in Plat Book 2, Page 87, of the Public Records of Manatee County, Florida; thence N 89° 05' 57" W, along the south line of said Lot 7, a distance of 5.00 feet to the **POINT OF BEGINNING**; thence continue, N 89° 05' 57" W, along the said south line, a distance of 129.96 feet to a point 5.00 feet east of the east right-of-way of 15th Street West, formerly known as Sycamore Street; thence N 00° 37' 15" E, along a line, 5.00 feet east of and parallel with the said east right-of-way, a distance of 140.00 feet; thence N 43° 39' 43" E, a distance of 10.61 feet; thence S 89° 13' 06" E, a distance of 115.00 feet; thence S 43° 06' 37" E, a distance of 11.16 feet to a point 5.00 feet west of the west right-of-way of a 16-foot wide alley being 14th Street Court West; thence S 00° 37' 13" W, along a line, 5.00 feet west of and parallel with the said west right-of-way, a distance of 140.00 feet to the **POINT OF BEGINNING**.

Containing 0.44 Acres or 19,163 Square Feet, more or less.

EXHIBIT "D"
PROJECT SCHEDULE

Commencement Date:	December 31, 2028
Substantial Completion Date:	April 30, 2030

EXHIBIT "E"
PROJECT CONCEPT

